

# LEASH-FREE MISSISSAUGA CONSTITUTION

Approved at Annual General Meeting on November 3<sup>rd</sup>, 2021

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## ARTICLE 1 - NAME, PURPOSE, AND INTERPRETATION

### 1. Name

The name of the Association shall be Leash-Free Mississauga; hereinafter be referred to as Association or LFM.

### 2. Mission and Purpose

Leash-Free Mississauga is a not-for-profit organization/group of community volunteers whose mission is to provide safe friendly leash-free areas where owners and their dogs can exercise and socialize.

Leash-Free Mississauga (LFM) is an incorporated non-profit community organization that is member-driven and volunteer-run. LFM is the City of Mississauga Registered Group that is responsible for all day-to-day operations and capital improvements for all Leash-Free Zones in City of Mississauga parks.

Purpose:

- a.) To advocate for and on behalf of leash-free zones
- b.) To coordinate fund raising and support of leash-free activities
- c.) To be a liaison between responsible dog owners, neighbourhood associations and the City of Mississauga
- d.) To develop criteria for leash free zones, identify and review possible new sites, recommend new sites to the City and assist new zones to get started
- e.) To recruit and maintain members for Leash-Free Mississauga
- f.) To provide a forum for sharing information
- g.) To promote responsible dog ownership in Mississauga

### 3. Interpretation

In this Constitution and all other documents of the Association, unless the context requires otherwise, the following definitions shall apply:

- a.) **“Leash-Free Mississauga”, “Association”, and “LFM”** all have the same meaning as listed in incorporation documents
- b.) **“Leash-free Zones”** means the areas designated for leash-free use under the By-Laws of the City of Mississauga agreement with Leash-Free Mississauga and may also be referred to as **“Zone”** or **“Zones”**
- c.) **“Board”** means the Board of Directors of the Association
- d.) **“Director”** means person(s) elected to the Board of Directors at the AGM, including President, Vice President, Secretary, Treasurer, Directors at Large, and Past President
- e.) **“Zone Representative”** or **“Park Representative”** means person(s) who volunteers to represent each Leash-Free Zone
- f.) **“Member”** means any person who has provided their contact information to LFM
- g.) **“Board Meetings”** are meetings where members may attend, participate in discussion, and make or second motions, but only Directors may vote. All issues shall be decided by majority vote of the Directors present in person. The chair shall vote only in the case of a tie. Quorum for transaction of business shall be two fifths of the Directors.
- h.) **“General Meetings”**, including the **“Annual General Meeting”** or **“AGM”** are meetings where members may attend, participate in discussion, make or second motions, and vote on motions. Issues shall be decided by

majority vote of the Members present in person. The meeting chair shall vote only in the case of a tie. Quorum shall be 10 members and must include members from at least 3 of the zones. There shall be 14 days notice to all members of General Meetings by email, social media and posting of notice in the zones.

- i.) **"By-laws"** means by-laws of the Association from time to time in force and effect

## **ARTICLE 2 - MEMBERSHIP**

### **1. General**

At least 80% of the total membership must be residents of Mississauga

### **2. Dues**

As of January 2020, there are no membership fees, paid memberships are discontinued and replaced with the voluntary option to donate.

Membership will continue to be renewed annually online using the portal:

<https://leashfreemississauga.ca/>

### **3. Termination of Membership**

Membership shall be terminated by:

- a.) A member's written notice of removal to the Board
- b.) Revocation by the Board if a member's behaviour is detrimental to the interests of the Association

### **4. Membership Privileges**

Memberships will only be accepted online using the website portal via an email address, and that members will continue to receive the benefits of membership as outlined in the constitution which includes:

- a.) Vote at General Meetings of Leash-Free Mississauga
- b.) Stand for election as a Director
- c.) Stand for election as a leash free zone representative

Plus receiving communications from LFM on park initiatives and developments.

## **ARTICLE 3 - ONTARIO HUMAN RIGHTS CODE**

LFM shall comply with the Ontario Human Rights Code  
<http://www.ohrc.on.ca/en/ontario-human-rights-code>

## **ARTICLE 4 - CONFLICT OF INTEREST**

### **1. General**

- a.) A conflict of interest is defined as an actual, potential, or perceived incompatibility between a Member's personal interests, including those of their immediate family, and LFM's interests
- b.) All Members of LFM are expected to conduct themselves ethically, with integrity, honesty, and due diligence
- c.) All Members are required to support and advance the interests of LFM and avoid placing themselves in a situation where their personal interests conflict with the interests of LFM
- d.) Members should neither solicit nor lend to the appearance they may be soliciting nor accept for themselves or others gratuities, favours, or anything of a monetary value from LFM's donors, contractors, or vendors. This is not intended to preclude bonafide organization fund raising activities.

### **2. Disclosure**

Any possible conflict of interest shall be disclosed by the person or persons concerned to the Board, as soon as is reasonably possible

### **3. Board Action**

When a conflict of interest is relevant to a matter requiring action by the Board, the interested person(s) shall call it to the attention of the Board and said person(s) shall neither be present when the matter is discussed nor vote on the matter. When there is doubt as to whether a conflict exists, the matter shall be resolved by vote of the Board excluding the person(s) concerning whose situation the doubt has arisen.

### **4. Record of Conflict**

The minutes of the Board shall reflect that the conflict of interest was disclosed and the interested person(s) did not participate in the discussion or vote on the matter

## **ARTICLE 5 - CONFLICT RESOLUTION FOR MEMBERS**

1. Members are expected to promote safety, peaceful enjoyment and treat all users kindly and in a fair and respectful manner.
2. Disputes or controversies among members, directors, officers, committee members, or volunteers of LFM are as much as possible to be resolved in private meetings between the parties.

3. From time to time the Board of Directors may receive a complaint regarding a board policy or vote, behaviour of a member or Director, or breach of constitution, either in person, by phone, email or in writing.
4. The President or other Director as assigned will follow up with the complainant to discuss the nature of the concern, obtain further information/details, any other steps to be taken.
5. The Board will take steps to review and discuss the complaint at the next or next following Board meeting.
6. A response to the complainant will be provided within 10 days following the Board meeting at which the matter was discussed.
7. The Board may pass a resolution authorizing disciplinary action, termination of membership or termination of Director role, for violating any provision of the constitution.
8. The notice to the Member shall set out resolution and the reasons why.
9. The Member can appeal the decision of the Board in a Special Meeting of the Membership on request to President or Board member to follow next meeting to be final decision.
10. If the issue is not resolved will consider consulting with a City, provincial or federal body, hire or have both parties agree to an arbitrator or mediator, or contact legal advisors for legal advice.

## **ARTICLE 6 – PRIVACY AND PROTECTION OF PERSONAL INFORMATION**

LFM is committed to protecting the privacy and security of all personal information obtained while fulfilling its mandate to oversee the Leash-Free Zones. Its privacy policy and practices have been designed to ensure that all personal information is handled appropriately and in accordance with applicable provincial and municipal legislation. LFM's commitment to ensuring the safety and security of all personal information is governed by the following privacy principles:

1. **Accountability**  
LFM is responsible for personal information under its control. President is responsible for overseeing questions in relation to this Privacy Article.

## 2. Identifying Purposes

Personal information collected, which may include but not limited to username, first name, last name, address, phone number, email address, dog information, details about donations, preferences, surveys and feedback, under its control including any personal information that is transferred to third parties for processing, storage or other purposes.

## 3. Consent

LFM will obtain consent to collect, use or disclose personal information either by directly requesting it, or consent may be implied by conduct in providing the information to LFM. The method of obtaining consent will be appropriate to the type of personal information being collected, used or disclosed.

## 4. Limiting Collection

LFM collects only the personal information necessary for the identified purpose. LFM will collect personal information only by clear, fair and lawful means.

## 5. Limiting Use, Disclosure and Retention

LFM uses and discloses personal information only for LFM communications and will not be used for soliciting or any purpose unrelated to LFM park business. If any personal information is shared with third parties, these third parties are bound by appropriate agreements with LFM to secure and protect the confidentiality of this personal information.

LFM retains personal information only as long as it is required for the identified purposes or as required by applicable federal and provincial laws.

## 6. Accuracy

Members are responsible for keeping their memberships current and updating their personal information.

## 7. Safeguards

LFM takes steps to safeguard your personal information, regardless of the format in which it is held, including limiting individual access to personal information to only those persons with a need for this information in the performance of their duties, and contractual obligations obtained from third parties who require access to personal information.

## 8. Openness

LFM is committed to providing information about our policy and practices related to the management of personal information. This policy and any related information is available at all times on the LFM website.

## 9. Individual Access

Individuals can request to review and verify the accuracy and completeness and

request that changes be made to their personal information retained by LFM by contacting the President of LFM, or the Vice-President.

#### 10. Challenging Compliance

Members are able to challenge LFM's compliance with the above principles and should address this to the President.

### **ARTICLE 7 - MEETINGS**

#### **1. General**

- a.) Meetings are called by the President
- b.) The President shall call a general meeting within 30 days of receipt of a request signed by the lesser of 5% of members or 30 members and outlining the reason(s) for the request and the matter(s) to be dealt with at the meeting
- c.) There shall be at least 1 General Meeting per year
- d.) There shall be at least 6 Board Meetings per year
- e.) All meetings shall follow rules of order as set out in Democratic Rules of Order

#### **2. Annual General Meetings**

The Board shall schedule the Annual General Meeting for a date not earlier than November 1 and not later than December 31.

#### **3. Notice**

- a.) The board will make every attempt to notify all members of the AGM via social media, email and signage at parks.
- b.) The accidental failure to give notice to any member shall not invalidate any action taken at any meeting held pursuant to such notice

#### **4. Agenda**

Items to be included on the agenda of any Meeting must be submitted to the Secretary at least ten (10) business days prior to the date of the meeting

#### **5. Minutes**

- a.) Copies of the Minutes of any General Meetings will be available at the following General Meeting.
- b.) The approved minutes of all meetings shall be posted on the website.

## **ARTICLE 8 - BOARD OF DIRECTORS**

### **1. General**

1. The general duties of the Board shall include the following:
  - a.) To conduct themselves with integrity, disclose any apparent or potential conflict of interest, and to vote on matters to support the interests of LFM
  - b.) To act as a communication channel for and on behalf of its members
  - c.) To ensure that the objectives of this Constitution are being fulfilled and maintained at all times
  - d.) To create programs and activities that serve to fulfil the aims and objectives of the organization
  - e.) To control the organization's finances and to guarantee the performance of contracts or obligations of the organization
  - f.) Ensure that the zones are serving the goals and best interests of LFM
  - g.) Actively participate at Board meetings, ensuring they are prepared on matters requiring decision or vote
2. The majority of Board members must be residents of Mississauga
3. The President or Vice President must be a resident of Mississauga
4. Documents committing the Association to legal and financial obligations require the signatures of two (2) members of the Board

### **2. Directors**

The Board shall consist of the following Directors:

- a.) President
- b.) Vice President
- c.) Secretary
- d.) Treasurer
- e.) Past President
- f.) Zone Representatives from each of the zones
- g.) A maximum of 3 Directors at Large

### **3. Duties**

1. President
  - a.) Be the chief executive officer of LFM
  - b.) Have powers and duties of supervision and management vested in the office of President as approved by the Board
  - c.) Be ex-officio member of all committees
  - d.) Chair meetings or designate a member to chair meetings
  - e.) Communicate with the City Liaison
  - f.) Liaise with the Secretary to set meeting agendas



- g.) Carry out other duties as directed by the Board
- 2. Vice President
  - a.) Be responsible for supervising the Zone Representatives, facilitating information sharing and best practices among park activities
  - b.) Supervise fund raising for LFM as approved by the Board
  - c.) Assume the duties of the President if the President is absent or unable to act
  - d.) Carry out other duties as directed by the Board
- 3. Treasurer
  - a.) Keep or cause to be kept a correct accounting of the finances of LFM
  - b.) Report on finances at meetings
  - c.) Ensure LFM in compliance with CRA regulations for non-profit corporations
  - d.) Carry out other duties as directed by the Board
- 4. Secretary
  - a.) Keep minutes of the meetings
  - b.) Send out notice of meetings including agenda
  - c.) Forward correspondence to the Board
  - d.) Liaise with the President to create meeting agendas
  - e.) Provide Board of Director changes to Service Ontario within 15 days
  - f.) Carry out other duties as directed by the Board
  - g.) Keep the Corporate Records
- 5. Past President
  - a.) Serve for two years following their term as President
  - b.) Encourage members to stand for Director and Zone Representative positions
  - c.) Carry out other duties as directed by the Board
- 6. Director at Large
  - a.) Website and IT
    - i. Oversee the LFM website and social media such as Facebook, post communications, notices and information tags to keep website fresh and current, advise on enhancements to website and social media
  - b.) Memberships and Communications
    - i. Track, report monthly, drive membership with Zone Reps, write and arrange communications to promote LFM, promote members to volunteer
  - c.) Fundraising and Events

- i. Work with Vice President to promote the zones and ensure LFM's financial requirements are achieved through proactive marketing plan, obtaining corporate fundraisers and to recognize donors, be knowledgeable about City's bylaws and requirements on fundraising and promotion within the zones

#### 7. Zone Representatives

Each Leash-Free Zone shall solicit a volunteer to act as Zone Representative

- a.) Be a Director of LFM
- b.) Work with their City Park Staff to assure the upkeep, smooth operation and peaceful enjoyment of the Zone by its members and users
- c.) Respond to issues raised by users, aim to be visible at the parks, encourage members to volunteer and report park deficiencies, communicate via display board, website and social media
- d.) Attend and regularly report on the activities of their Zone at meetings, represent members, assist with membership drives

#### 4. Quorum

A quorum of the Directors in office shall be two fifths of the Directors

#### 5. Vacancies

1. The position of any Director shall be vacated if the director:
  - a.) Resigns
  - b.) Becomes unfit or unable to act
  - c.) Is removed by the Board by resolution approved by a 2/3 majority vote at a Board meeting
2. Any Director who fails to attend 3 consecutive meetings without a suitable reason upon 14 days notice shall be deemed to have resigned
3. So long as a quorum of Directors remains in office, the Board may appoint a member to be an Acting Director to fulfil the duties of a vacated position
4. If there is not a quorum of Directors remaining in office, the Board shall call a general meeting to fill the vacant positions
5. In every case of filling a vacancy, the new Director shall serve only the term of the vacated unexpired portion of the office

## **6. Remuneration**

Directors shall:

- a.) Serve without remuneration.
- b.) Not directly or indirectly receive any profit from their position.
- c.) Be reimbursed for reasonable expenses incurred by them in the performance of their duties. Expenses over \$100 must be approved in advance by the Board.

## **7. Nominations**

Nominations may be submitted in writing prior to the Annual General Meeting or nominations may be made during the meeting prior to balloting. It is the responsibility of the President to assure that those nominated are willing to serve.

## **8. Election and Term of Office**

1. Directors shall be elected by the members present in person at the Annual General Meeting
2. Where there is more than one (1) person nominated, elections of Directors shall be by secret ballot and shall be tallied and certified by a person selected by those members present in person
3. The certified tally of votes shall be deemed final. The Secretary shall record the outcome of the elections in the Minutes, but need not record the numbers of the vote.
4. Normally the term of office of Directors shall be two (2) years. However, a Director may serve a shorter term by consensus of the Board.
5. Terms of office shall be staggered to ensure continuity on the Board

## **ARTICLE 9 - SUBCOMMITTEES**

The Board may from time to time form subcommittees of as many members as it sees fit to perform particular tasks as deemed necessary for needs of LFM. The majority of the members of such subcommittees shall be Mississauga residents. If the committee has a President and Vice President one of them shall be a Mississauga resident.

## **ARTICLE 10 - CREDIT**

No Director or Officer, or any other member of the Association may pledge the credit of the Association except as authorized by a quorum of the Executive Committee

## **ARTICLE 11 - BANKING**

- a.) There shall be one bank account for LFM with some of the incumbents of the following positions having signing authority: President, Vice-President, Treasurer, Secretary, a Zone Representative.
- b.) Transactions shall have two signatures one of which shall be either the President or Treasurer.

## **ARTICLE 12 - FUND RAISING**

- a.) As a non-profit corporation LFM has the right to raise funds for member services
- b.) Fund raising events and solicitation of donations to LFM must be approved by the Board and comply with City requirements

## **ARTICLE 13 - OFFICERS**

### **1. General**

- a.) There shall be a President, a Vice President, a Secretary and a Treasurer and directors as the Board may determine from time to time
- b.) One person may hold more than one office except the offices of President and Treasurer
- c.) The role of Directors shall be elected by the Board from among their number when there are vacancies and in any case at the first meeting following the Annual General Meeting of the members
- d.) If there is no election, the incumbents, being members of the Board, shall hold office until their successors are elected
- e.) The Board shall not be personally liable for any acts and/or omissions, provided only that the said committee shall have acted in good faith

## **ARTICLE 14 - TERMS OF OFFICE OF DIRECTORS**

Each Director may serve up to three consecutive terms. Thereafter, additional terms of service may be authorized by a majority (51%) vote of all members present at the AGM.

## **ARTICLE 15 - AMENDMENT OF CONSTITUTION**

### **1. Process**

The Constitution may be amended at any Annual General Meeting where:

- a. The members have been notified at least fourteen days before the meeting that the Constitution may be amended including the proposed amendments
- b. The proposed amendment is in the form of a motion moved and seconded by members
- c. The motion proposing the amendment is approved by a majority of the members present at that meeting

### **2. Effect**

An amendment shall come into effect when passed and remain in effect, unless amended or repealed

## **ARTICLE 16 - FISCAL YEAR**

The fiscal year of LFM shall end on September 30 of each year

## **ARTICLE 17 - DISSOLUTION**

Upon dissolution of the corporation and after the payment of all debts and liabilities, its remaining property shall be liquidated and the proceeds donated to organizations such as dog rescue groups, or Service Dogs.