

Gabriola Land & Trails Trust
Operating Policies 2022

GaLTT Operating Policies and Procedures:

Gabriola Land and Trails Trust (GaLTT) operating policies are intended to comply with or augment *Canadian Land Trust Standards and Practices* and those of the *Land Trust Alliance of BC*.

NOTE: All policies in the 2018 policy document have been renumbered in this 2022 edition, whether amended or not.

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OPERATING POLICY 1 —

Adoption, amendment, indexing, & application of operating Policies

POLICY OP1:

- 1** GaLTT's Board of Directors may adopt and amend operating policies for the prudent conduct of GaLTT's affairs consistent with Bylaws Part 5, S.1. (3) Operating Policies.
- 2** An index and copies of all operating policies, including the date of their adoption by the Board will be kept by the Board Secretary. A current version of all operating policies shall be maintained on GaLTT's website. A notice will be issued to members when operating policies are created or amended and feedback invited. The Board will review and reply to any comments or concerns expressed by members on the content of operating policies. Any member of GaLTT may request and receive a copy of the operating policies. All new Board members will receive a copy of the Policies as part of their orientation on joining the Board.
- 3** Periodic assessment of GaLTT's progress and/or gaps in compliance with the Canadian Land Trust Standards and Practices will be undertaken by the Executive and the results presented at an Annual General Meeting.

PRACTICE:

- 4** Operating policies will be adopted by a simple majority vote of Board members present at a duly called Board meeting.
- 5** The Board Secretary will be responsible for maintaining a current record of operating policies, for providing them to members on request, and for providing them to new Board members on their joining the Board.

—DATE ADOPTED: January 2005; DATE AMENDED: January 2018

OPERATING POLICY GROUP 2—Board and Staff Guidance

OP 2.1: STATEMENT OF ETHICS & CORE VALUES

STATEMENT OF ETHICS

As a registered, non-profit society, the GaLTT has an obligation to nurture and sustain public trust. We strive to conduct our activities under the highest professional standards and in accordance with the Canadian Land Trust Standards and Practices (2019). We acknowledge the faith placed upon us by members, donors, landowners, government agencies, partners, and other land trusts, and are mindful of our long-term responsibility to the lands we protect.

POLICY OP 2.1:

The core values that guide all Gabriola Land and Trails Trust (GaLTT) actions are:

- 1 The preservation and protection of the natural environment of Gabriola Islands, as well as sites of particular historic or social interest.
- 2 Securing and maintaining access to parks, trails, beaches, and sites of particular historical or social interest, for the use, recreation, and enjoyment of the public

PRACTICE:

To implement its core values GaLTT carries out the actions specified in its Constitution and Bylaws, as incorporated under the BC Society Act, Sept. 29, 2004, and as may be modified subsequently in the manner specified in its Constitution and Bylaws.

- 3 All GaLTT officers, directors, committee members, and volunteers will act with integrity, ensuring that all interactions with others are characterized by fairness, openness, honesty, and respect.
- 4 In conducting our business, we are committed to respecting all laws and serving the public interest.
- 5 We strive to provide a working environment for board members and volunteers that is free from discrimination and unlawful harassment of any kind.
- 6 We strive to avoid any conflict of interest or provide any private benefit to any of our officers, directors, committee members, or other individuals.
- 7 We will respect and protect privileged information, and will not divulge this information to others, including the personal information of our members and donors, without obtaining prior consent.
- 8 We pledge to be fiscally responsible and dedicated to building a capable and sustainable organization.
- 9 By our actions, we strive to enhance the reputation and credibility of not only our own organization, but of the entire land trust community.

—DATE ADOPTED: January 2005; DATE AMENDED: June 2020

OPERATING POLICY GROUP 2—Board and Staff Guidance

OP 2.2: Board Member Orientation and Guidance for Decision Making

POLICY OP 2.2:

- 1** The Board will conduct its meetings and make decisions according to Robert's Rules of Order. If reference is made to different editions of Roberts Rule's, the most recent edition will prevail.
- 2** The Board Secretary will provide new Board Members with an electronic or paper copy of the Canadian Government publication "Primer for Directors of Not-For-Profit Corporations: Rights, Duties, and Practices," Industry Canada, 2002. (Catalogue number lu4-12/2002E, ISBN 0-662-32550-8), or an equivalent updated reference.
- 3** Continuing Board Members will welcome and orient new Board members to GaLTT operations within two months of new members joining the Board.
- 4** Board members shall be required to complete a Director's Consent Form as provided by the President prior to being appointed or elected to the Board.

PRACTICE:

- 5** The President is responsible for assuring that a synopsis of Robert's Rules of Order is available at all Board meetings for reference and provided to members upon request.
- 6** Board members will use the "Primer for Directors of Not-For-Profit Corporations: Rights, Duties, and Practices", or an equivalent updated reference, as guidance for organizational operations and decision making. The publication contents themselves are not policies or bylaws of GaLTT but are used to guide and inform Board actions.
- 7** A Board sub-committee will complete the eight checklists in "Primer for Directors..." periodically and report the results to the Board for action.
- 8** The President is responsible for coordinating the introduction and orientation of new Board members to the Society and continuing Board members

—DATE ADOPTED: January 2005

OPERATING POLICY GROUP 2—Board and Staff Guidance

OP 2.3: Conflict of Interest

POLICY OP 2.3:

- 1** GaLTT is committed to following responsible, well-conceived conflict of interest policies and procedures to avoid real or perceived conflicts of interest, to protect our charitable status, and to maintain the highest level of credibility, confidence, and trust with the community we serve and all parties with whom we work. The decisions and activities of the board of directors, volunteers, staff, and others working with GaLTT are governed by an overriding requirement of honesty, good faith, and fiduciary responsibility for the organization, whether or not addressed specifically in this policy.
- 2** An individual who perceives the likelihood of ongoing, serious conflicts between a duty to serve GaLTT and that person's individual interests or competing associations should not serve on the board or as staff, both for legal reasons and to preserve the land trust's credibility.
- 3** This policy is intended to supplement but not replace any applicable provincial or federal laws governing Conflicts of Interest applicable to charitable trusts.

DEFINITIONS:

- A *Covered Person* is anyone to whom this conflict-of-interest policy applies. It includes but is not limited to board and staff members, volunteers, associates, substantial contributors, parties related to the above, and/or any other insider.
- An *insider* is a person who has an ability to influence decisions of GaLTT and/or access information not available to the general public.
- A *conflict of interest* may exist in different forms:
 - *Self-Dealing*: any situation in which a Covered Person has a financial interest in a transaction or is in or perceived to be in a position to be able to benefit personally from a decision he or she could make, or to create a benefit to a family member or other organization with which they are associated.
 - *Opposing loyalties*: any situation in which a Covered Person finds themselves with competing or opposing loyalties separate from GaLTT due to other business, organizational, or personal relationships. Membership in or serving as a Director of another organization is not by definition a competing loyalty.
 - *Loss of public credibility*: a situation in which a Covered Person's actions in professional or personal roles not associated with GaLTT may create a perception of conflict of interest or cause the loss of public credibility for GaLTT.

General policy:

- 4** Once identified, all potential conflicts of interest, either real or perceived, shall be carefully considered by the Board. The transaction or activity shall not proceed where it is determined the conflict, either real or perceived, may harm GaLTT's integrity, credibility, or reputation
- 5** All Covered Persons shall strive to avoid Conflicts of Interest involving their duties to GaLTT and any activity or organization in which they are financially or otherwise interested or to which they have a duty. Covered Persons must follow strict rules of honesty and fair dealing toward GaLTT and shall not use their position or knowledge gained during their association with GaLTT for their private benefit (or the benefit of their family or other close associates) nor to obtain an unfair advantage over any aspect of their dealings with GaLTT.

- 6 Covered Persons must promptly disclose any possible Conflicts of Interest, whether real or perceived, to the GaLTT Board, and the disclosure must be documented in writing. All disclosures shall be treated as a Conflict of Interest until a final determination is made by the Board. Because GaLTT's mandate impinges upon government policies and actions, GaLTT Board members who are government officials, agents, employees, or contractors must be particularly diligent in identifying and declaring their conflicts of interest.
- 7 If a Director, committee chair, or other individual believes that there is potential for a conflict of interest, they must report the matter to the Board.

Obligations of the Board in conflicted situations

- 8 The Board shall decide on a case-by-case basis whether an actual or apparent conflict of interest precludes a board member from participation in any actions. When a transaction, contract, or project of GaLTT involves an actual, potential, or perceived conflict of interest with a covered person, the Board shall act as detailed in the Practices section below.
- 9 Any transactions that lead to an on-going conflict of interest must be reviewed by the Board or its delegate at least annually, to ensure they are still appropriate.
- 10 The Board shall approve a transaction or project involving a conflict of interest only after making specific findings that:
 - The transaction, contract, or project is fair and benefits GaLTT and its objectives;
 - The transaction, contract, or project is approved with the board's full knowledge of its financial or other benefit to the covered person who has the conflict of interest;
 - When the covered person is a Board member, the individual did not participate in the discussion or vote approving the transaction, contract, or project and was, in fact, absent both during the discussion of the transaction, contract, or project and when the Board voted on it;
 - A more advantageous arrangement could not have been obtained with reasonable effort.

Compensation of board members

- 11 In general practice, Board members shall not be financially compensated for their service, except for the reimbursement of expenses.
- 12 In limited circumstances, the Board may compensate a board member for services that would normally be contracted out, with the following provisions:
 - The work must not be part of their normal Board activities;
 - Compensation must comply with any applicable charitable trust laws that apply in British Columbia and Canada;
 - For consulting or other work, the Board must obtain competitive bids for the work by at least two other contractors or document comparable costs, as relevant;
 - For the supply of materials or resources, the board must document comparable costs from other providers;
 - The circumstances, reasoning and justification for the decision will be documented and publicly available;
 - Loans will not be provided to members, directors, officers, or trustees.

Land and Conservation Agreement Transactions with Insiders

- 13 When engaging in land and conservation agreement transactions with Covered Persons, steps shall be taken to guarantee that the Covered Person is not advantaged by their position.

PRACTICE:

General

- 14** Information on conflict-of-interest issues shall be provided to GaLTT Board members and staff as part of their orientation package and made available to any other Covered Persons when appropriate.
- 15** For advice on conflict-of-interest issues, individuals should contact the President.
- 16** Board meeting minutes shall document the existence of all real or perceived conflicts of interest and all actions taken to manage them, while respecting members' right to privacy. Documentation may include disclosure statements and signed copies of conflict-of-interest policies.

GaLTT Board

- 17** Board members must sign a Conflict-of-Interest statement in writing when they are elected, asserting that they have read and understand the document and undertake to comply with its requirements. The signed forms shall be retained by the Secretary.
- 18** Board and staff members shall be reminded of the policy and given an opportunity to disclose conflicts of interest at the first meeting of a new Board after an AGM.
- 19** GaLTT Board members shall evaluate each meeting agenda item for potential conflicts of interest involving themselves and other Board members. GaLTT board members must declare any conflict of interest, whether actual or perceived, and whether in their capacity as Board member or otherwise. Whenever possible, declarations of conflict of interest shall be made prior to the discussion of the matter in question.
- 20** GaLTT Board members will not advocate, move, or support motions at Board meetings pertaining to matters beyond GaLTT's objects of incorporation.
- 21** Where a Board member declares a conflict of interest:
 - they shall not participate in discussions about, or vote on, any matter in which they are conflicted;
 - they shall physically absent themselves during discussion and decision-making about any matter in which they are in conflict.

Management of Conflicts of Interest

- 22** When a real or potential Conflict of Interest situation arises, it shall be addressed promptly and resolved without delay.
- 23** If the Board has reasonable cause to believe that a Covered Person has failed to disclose actual or potential conflicts of interest, the President shall inform the individual of the basis for such belief and provide the individual with an opportunity to explain the alleged failure to disclose.
- 24** If the existence of a Covered Person's possible conflict of interest is not recognized by that individual, the determination of conflict of interest shall be decided by a simple majority vote of the Board members present at a properly constituted Board meeting, If the Covered Person is a Board member, they shall be physically absent from the discussion and vote.
- 25** The Board retains the option to seek independent advice on any real or potential conflict of interest.
- 26** If, after hearing the response of the Covered Person and making such further investigation as may be warranted under the circumstances, the Board or committee determines that the Covered Person has in fact failed to disclose an actual or potential Conflict of Interest, the Board shall take appropriate disciplinary or corrective action. This may include but is not limited to:
 - Providing further education to the individual on their responsibilities;
 - The removal of the Covered Person from all future discussions and decisions on the matter;

- Requiring the Covered Person to take a leave of absence;
- Removal from the Board, as per Bylaw part 5 section 7;
- Expulsion from GaLTT membership, as per Bylaw part 2, section 7.

Land and Conservation Transactions with Insiders

27 Conflicts of interest arise most commonly in real-estate transactions involving a Covered Person/Insider. This includes land purchases and sales, conservation covenant donations, conservation covenant amendments, and conservation covenant enforcement. Any transactions related to matters in which there is a conflict of interest:

- shall be approved by a simple majority of Board members without any conflicting interest, applying normal business judgement and duty of care to GaLTT;
- shall be demonstrated to be fair and provide a benefit to the land trust;
- shall demonstrate that a more advantageous arrangement could not have been obtained with reasonable effort under the circumstances;
- shall use a disinterested party to negotiate terms and implementation of any contract with a Covered Person/Insider in which a conflict of interest exists.

28 When engaging in land and conservation agreement transactions with insiders:

- GaLTT shall follow all transaction policies and procedures as detailed in Operating Policy 5.1 and in this Conflict-of-Interest policy;
- GaLTT shall clearly document all transactions and demonstrate that the project aligns with the land trust's mandate;
- GaLTT shall ensure that there is no private inurement or impermissible private benefit;
- For land and conservation agreement transactions with insiders, GaLTT shall obtain an independent appraisal by an appraiser certified with the Appraisal Institute of Canada to justify all costs, including the purchase or sale price;
- When selling property to insiders, GaLTT shall widely market the property in a manner sufficient to ensure that the property is sold at or above fair market value and to avoid the reality or perception that the sale inappropriately benefited an insider.

—DATE ADOPTED: January 2005; DATES AMENDED: January 2018, April 2021

OPERATING POLICY GROUP 2—Board and Staff Guidance

OP 2.4: Record Keeping

POLICY OP 2.4:

- 1** Gabriola Land and Trails Trust Executive, board members and employees will ensure that all records critical to the day-to-day operation of the Society are retained and securely stored.
- 2** These records include originals or certified copies of the Certificate of Incorporation of the society; the constitution and bylaws; the statement of directors, including contact information; directors consent and written resignation; registered office; register of members, including contact information for each member; minutes of meetings of member or directors; ordinary and special resolutions, and in the case of a resolution consented to in writing, a copy of each of the consents to that resolution; and financial statements.
- 3** Gabriola Land and Trails Trust Executive, board members and employees will ensure that all electronic records critical to GaLTT's operation are retained and backed up.
- 4** Records no longer relevant to the operation of the Society that are older than 10 years may be disposed of.

PRACTICE

- 5** Physical records including original signed documents critical to GaLTT's operation will be maintained in GaLTT's fireproof file cabinet, currently held by the Secretary, or at an alternate location as authorized by the Board of Directors.
- 6** Electronic records will be backed up daily by the Secretary onto a separate device.
- 7** A back-up copy of electronic files will be made available to another Board member if the Secretary is to be unavailable for an extended period greater than 2 weeks. Investigation into a future 'cloud' archived storage system will take place.
- 8** Financial summary reports will be maintained in monthly minutes filed by the Secretary. Year to Date summaries will be stored digitally, by year, in files maintained by the Secretary.
- 9** Banking transactions and statements will be maintained and monitored by the Treasurer and/or Bookkeeper and stored digitally at the Bank. The Treasurer and/or Bookkeeper will maintain either digital or hard copy of current year invoices and record of payment.
- 10** Charitable tax receipts and tax records will be maintained by the Treasurer and/or Bookkeeper. The bookkeeper will retain the current year tax reports, records and charitable receipts, and the previous year for reference. Files and records older than the current and previous year will be transferred to GaLTT files for archived storage.
- 11** Insurance policies and records will be stored in the Secretary's files.
- 12** Original physical documents, and electronic copies of all land and licence transactions and covenant or environmental monitoring reports will be stored in the Secretary's files.

—DATE ADOPTED: January 2018

OPERATING POLICY GROUP 2—Board and Staff Guidance

OP 2.5: Privacy

POLICY OP2.5:

- 1** The Gabriola Land & Trails Trust (GaLTT) is committed to protecting the personal information of its members, partners, and associates, and follows the principles and practices required by BC's Personal Privacy Protection Act (PIPA) legislation.
- 2** This policy applies to all GaLTT members, volunteers, and any person providing services or doing business on GaLTT's behalf.
- 3** "Personal Information" means information about an identifiable individual, including their name, home address and phone number, email address, age, sex, marital or family status, an identifying number, financial information, educational history, etc.
- 4** "Personal employee information" is personal information about an employee, contractor or volunteer which is collected, used, or disclosed solely for the purposes of establishing, managing, or terminating an employment or volunteer work relationship.
- 5** "Partners and associates" means individuals or businesses with whom the Society has a relationship. This includes but is not limited to landholders for whom GaLTT holds trail licences or with whom GaLTT is in negotiation

Information collected:

- 6** GaLTT collects personal information when individuals/families join the organization.
- 7** GaLTT may collect personal information from members, volunteers, and participants in authorized GaLTT activities or projects. Examples: committee contact lists, work logs, volunteer sign-ups, activity registration, waivers.
- 8** GaLTT may collect personal information from employees, partners, and associates.
- 9** GaLTT may collect personal information from other individuals with their consent or as authorized by law.
- 10** GaLTT may collect financial information if it is required to establish membership status, meet legal and/or insurance requirements, facilitate financial transactions, or issue tax receipts.
- 11** GaLTT informs individuals, before or at the time of collecting personal information, of the purposes for which the information is being collected. The only time GaLTT does not provide this notification is when information is volunteered for an obvious purpose (for example, producing a credit card to pay a membership fee when the information will be used only to process the payment).

Reasons for collection

- 12** GaLTT collects only personal information that is needed for the purposes of:
 - communicating with members about GaLTT activities;
 - providing services to its members;
 - ensuring the safety of participants in activities;
 - complying with legal requirements or those of GaLTT's insurer;
 - conducting financial transactions; and
 - carrying on the business of the Society as described in its statement of purpose.

Consent:

- 13** GaLTT asks for consent to collect, use or disclose personal information, except in specific circumstances where collection, use or disclosure without consent is authorized or required by law.

GaLTT may assume consent has been granted in cases where information is collected for an obvious purpose (e.g., credit card information for payment processing).

- 14 GaLTT assumes consent to continue to use and, where applicable, disclose personal information that has been previously collected, for the purpose for which the information was originally collected.
- 15 A member may withdraw consent to the use and disclosure of personal information at any time unless the personal information is necessary for GaLTT to fulfil legal obligations. If consent is withdrawn, GaLTT may not be able to provide certain services to that member.

Records access:

- 16 GaLTT's member register will be shared only as required by law.
- 17 Communications of interest from other organizations may be passed on, but GaLTT will not share its membership register and the personal information of its members with any other organization or business.
- 18 Non-member information of volunteers, employees, partners, and associates is collected for internal use only and will be shared only as required by law.
- 19 Within the organization access to personal information is limited to those who require it in order to carry out the business of the organization. For example, contact information retained by committee members in order to communicate with each other will not be shared beyond members of that committee and/or records administrators.
- 20 Right of access to personal information:
 - Individuals have a right to access their own personal information in a record that is in the custody or under the control of GaLTT, subject to some exceptions specified in the Personal Information Protection Act.
 - If GaLTT refuses a request in whole or in part, it will provide the reasons for the refusal.
 - Individuals may make a request for access to their personal information by writing to the President of the Board. Requests must provide sufficient information to enable identification of the specific information requested.
 - Individuals may request information about the use of their personal information and any disclosure of that information to persons outside the organization. In addition, individuals may request a correction of an error or omission in their personal information.
 - GaLTT will respond to all requests for access to personal information, information on its use, or correction of errors and omissions, within 30 business days, unless an extension is granted by the individual requesting the information.

Use and disclosure of personal information:

- 21 GaLTT uses and discloses personal information only for the purpose for which the information was collected, except as authorized by law.
- 22 GaLTT may collect, use or disclose personal information without consent only as authorized by law. For example, consent may not be requested when the use or disclosure of personal information is to determine suitability for an honour or award, or in an emergency that threatens life, health or safety.
- 23 If GaLTT wishes to use or disclose an individual's personal information for any new purpose except as authorized by law, GaLTT will seek consent from that individual.

Personal Employee Information

- 24 GaLTT may collect, use and disclose personal employee information without consent only for the purposes of establishing, managing or ending the employment or volunteer relationship.

- 25** GaLTT collects, uses, and discloses personal employee information to meet the following purposes:
- Determining eligibility for work, including verifying qualifications and references;
 - Establishing training and development requirements;
 - Assessing performance and managing performance issues if they arise;
 - Administering pay and benefits (paid employees only);
 - Processing employee work-related claims, (e.g., benefits, workers' compensation, insurance claims; paid employees only);
 - Complying with requirements of funding bodies (e.g., lottery grants);
 - Complying with applicable laws (e.g., Canada Income Tax Act, BC Employment Standards Code).
- 26** GaLTT only collects, uses and discloses the amount and type of personal employee information that is reasonable to meet the above purposes.
- 27** GaLTT will inform its employees and volunteers of any new purpose for which it will collect, use, or disclose personal employee information, or will obtain your consent, before or at the time the information is collected.
- 28** References: it is GaLTT's policy not to disclose personal information about employees and volunteers to other organizations without prior consent.

Photography

- 29** Individuals who are identifiable in photographs may not be included in GaLTT's print and electronic publications without their consent.
- 30** A photographer who submits a photo for use in GaLTT communication materials is responsible for:
- Explaining to any person or persons shown in the photo that photographs taken at the event or activity may be submitted to GaLTT for use in print or digital/online communication materials promoting GaLTT and its activities, including, but not limited to, brochures, flyers, newsletters, posters, the GaLTT website, and social media such as Facebook and Instagram.
 - Obtaining consent from all recognizable individuals in a photo to allow its publication in GaLTT communication materials. Consent must be documented.
 - Certifying to GaLTT that consent has been obtained from any recognizable individuals for unlimited publishing and reproduction of the image for the purposes of promoting the organization and its activities.
- 31** Consent for the use of any image that personally identifies an individual may be withdrawn at any time. If consent is withdrawn the image will not be used in future print materials and will be removed from online content.
- 32** At public events (e.g., the AGM) it will be announced at the beginning that photographs will be taken and used in print or electronic GaLTT communications materials. Consent for this will be deemed to be "consent by not declining consent"—if an individual does not opt out, they will be understood to have given consent. Any individual may explicitly refuse consent, and a GaLTT member will be designated as contact for registering their refusal and ensuring that a recognizable image of them is not used.

Safeguards and security measures

—General:

- 33** GaLTT makes every reasonable effort to ensure that personal information is accurate and complete. GaLTT relies on individuals to notify it if there is a change to their personal information that may affect their relationship with the organization.

- 34 Personal information is protected in a manner appropriate for the sensitivity of the information. GaLTT makes every reasonable effort to prevent any loss, misuse, disclosure or modification of personal information, as well as any unauthorized access to personal information.
- 35 GaLTT uses appropriate security measures when destroying personal information, including shredding paper records and permanently deleting electronic records.
- 36 GaLTT retains personal information only as long as is reasonable to fulfill the purposes for which the information was collected or for legal or business purposes.
- 37 Guidance documents will be provided to Board and committee members explaining how GaLTT policies and practices apply in context.
- 38 Details of GaLTT's security practices are available to members on request.
- 39 GaLTT will review practices and procedures regularly and will update them as necessary.

—Membership records:

- 40 Individual member names and contact information may not be published in print or on GaLTT's website or other electronic media without prior consent.

PRACTICE:

Information collected:

- 41 All GaLTT forms used to collect personal information shall include a clause explaining the reasons for its collection and clarifying that completion of the form provides consent. For family memberships, the individual completing the form is assumed to provide consent for all members of the family.
- 42 The Secretary will record minutes of Board meetings, not including individuals' contact information. When members of the Society or public are discussed in the context of GaLTT business, they will remain anonymous in the minutes.
- 43 The GaLTT Board of Directors and/or committee members will protect and keep private discussions with private landholders, or about GaLTT's interest in specific private land, unless expressly permitted by the landholder. Any discussions of private land interests will take place in-camera, where minutes are not recorded, unless specific permission is provided by the landholder.

Records access

- 44 The official register of members will be retained by the Membership Chair.
- 45 Directors' consent forms shall be filed with the Society's official documents maintained by the Secretary and their privacy protected.
- 46 Access to the personal information of GaLTT's membership will be limited to the Membership Committee except as required by law.
- 47 Each standing or ad hoc committee will set the terms of access to any personal information held by that committee, following the principle of limiting access except as necessary. For example, contact information retained by committee members in order to communicate with each other will not be shared beyond members of that committee and/or records administrators.
- 48 Personal information relating to financial transactions will be disclosed only as required by law.

Personal employee information

- 49 *[CONTENT PENDING: section on who will manage the records, who can access them, and other practical details; to be developed when overall administrative infrastructure for employee management is set up]*

Safeguards and security measures

- 50 Individual's names and contact information may not be published on GaLTT's website or other electronic media without specific permission.

- 51 Membership application forms will not be shared beyond the Membership Committee.
- 52 Contact information necessarily recorded on membership application forms shall not be shared beyond the Membership Committee apart from specified exceptions:
 - Where authorized by the member, email addresses will be provided to the email list manager.
 - Where authorized by the member, email addresses and/or other personal contact information relating to committee or otherwise authorized activities may be shared with other participants.
- 53 Group emails sent out to member and volunteer lists by authorized board members shall be sent as blind copies so that other recipients' email addresses are not visible to individual members.
- 54 Directors' consent forms shall be filed with the Society's official documents maintained by the Secretary and their privacy protected.
- 55 Board meeting minutes will not include an individual's contact information.
- 56 Committees will protect personal information collected during the course of their work and limit access to it.
- 57 The number of documents containing personal information which are not publicly available will be limited, and such documents will be protected.
- 58 Procedural documents specifying security practices for hardcopy and electronic files will be provided to the GaLTT board and committee members.
- 59 Disposal of records:
 - Hardcopy files will be shredded.
 - Electronic/online files are deleted, and the trash is immediately emptied.

Record retention

- 60 In general records containing personal information are retained for the duration of the purpose for which the information was collected, plus a maximum of one year.
 - Membership records are retained for the duration of a membership plus one year after the membership has expired
 - Records relating to an activity are retained for a maximum of one year after the end of the activity, except as required by law or GaLTT's insurer.
 - Records of legal agreements in general are retained for the duration of the agreement plus one year. This period may be extended if GaLTT's interest in a property continues.
 - Legal documents relating to trail licences are retained as a historical record. Personal information of landholders is removed from any other documentation relating to the licence.
 - Records of covenants are retained in perpetuity because covenants may not be extinguished.
 - Records relating to properties of interest are retained for the duration of GaLTT's interest in them plus one year.

—DATE ADOPTED: January 2005; DATES AMENDED January 2018, January 2022.

OPERATING POLICY GROUP 2—Board and Staff Guidance

OP 2.6: Harassment

POLICY OP 2.6:

- 1** GaLTT's Harassment Policy is intended to:
 - Prevent, detect, and correct discriminatory, harassing, or bullying conduct or behaviour;
 - Encourage individuals to report what they in good faith believe to be improper conduct or behaviour directed toward themselves;
 - Ensure the receipt, documentation, and resolution of reports received under this policy; and
 - Protect reporting individuals from discrimination and retaliation.
- 2** Gabriola Land and Trails Trust (GaLTT) recognizes a moral and legal responsibility to provide an environment for its officers, directors, employees, contractors, and volunteers that is free from discrimination and all forms of harassment and bullying.
- 3** Discrimination, harassment, and bullying are unacceptable behaviours that will not be tolerated.
- 4** The Executive Committee will take steps to ensure that all officers, directors, contractors, and volunteers have a common understanding of appropriate and expected conduct and behaviour as well as their own rights and responsibilities regarding harassment. On an ongoing basis, the GaLTT president will:
- 5** provide all new directors, employees, and contractors with a copy of this policy and review it with them.
- 6** ensure that all members and volunteers are advised about the existence of this policy and provided with instructions on how to access it on the GaLTT website.
- 7** Harassment is defined as any form of conduct or comment that is directed at, and is offensive to, another person, and which that person knew or ought reasonably to have known, would be unwelcome and cause offence or harm. It comprises objectionable conduct, comment, or display that demeans, insults, belittles, or causes personal humiliation or embarrassment, and any acts of intimidation or threats, which detrimentally affects individual well-being or the communal environment. It includes, but is not limited to, harassment of a sexual nature (offensive and/or unwelcome sexual invitations, conduct, or contact) and bullying behaviour.
- 8** Harassment includes discriminatory harassment within the meaning of the Canadian Human Rights Act (CHRA). For the purposes of this Act, the prohibited grounds of discrimination are race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability, and conviction of an offence for which a pardon has been granted or in respect of which a record of suspension has been ordered.
- 9** When undertaken in an appropriate manner, harassment excludes differences of opinion, constructive feedback, guidance or advice about organizational-related behaviour and performance, or actions taken by an employer or supervisor relating to the management and direction of a worker or the place of employment. However, interactions of this type must be undertaken in a constructive, objective way that does not humiliate or intimidate.
- 10** No officer, director, employee, volunteer, contractor, or other individual who, in good faith, reports a concern shall be threatened, discriminated against, or otherwise subject to retaliation or, in the case of an employee, suffer adverse employment consequences as a result of such report. This applies even if an investigation proves that no unlawful activity has occurred. Moreover, an officer, director, employee, volunteer, contractor, or other individual who retaliates against a person who has reported a concern in good faith is subject to discipline, up to and including dismissal from the

organization, termination of employment or contract, or prohibition from attending an activity or future activity.

- 11** A person making a report under this policy must have reasonable grounds for believing that the matter raised is a significant violation of law or policy. The act of making allegations maliciously, recklessly, with gross negligence, or with the foreknowledge that the allegations are false or unsubstantiated, will be viewed as a serious offense and may result in discipline, up to and including dismissal from the organization, termination of employment or contract, or prohibition from attending an activity or future activity.
- 12** This policy applies to any person:
 - engaged in GaLTT business, or participating in any GaLTT-sanctioned activity, as a director, employee, contractor, or volunteer; or,
 - acting on behalf of GaLTT; or
 - doing business under contract with GaLTT.

PRACTICE:

- 13** GaLTT employees who believe they have been subjected to harassment of any kind have the responsibility to report the harassment as quickly as possible to their supervisor. Employees who are uncomfortable reporting the harassment to their immediate supervisor (whether because the supervisor has committed the harassment, or for any other reason whatsoever) or who do not believe the concern is being addressed appropriately, must report the harassment to the next higher level of management above the immediate supervisor or, if they prefer, to any member of the Executive Committee.
- 14** Officers, directors, volunteers, and contractors should report concerns to the Executive Director (if applicable) or to the Board president. If the person making the report is not comfortable reporting to either of these individuals or if he/she does not believe the issue is being addressed appropriately, the individual may report directly to any member of the Executive Committee.
- 15** Members of the public who believe they are being subjected to harassment of any kind at a GaLTT-sanctioned event or activity should immediately report concerns to any GaLTT board member present. Pending further investigation, immediate steps may be taken to stop the alleged harassment, up to and including dismissal of the accused person from the event.
- 16** All complainants are encouraged to report harassment behaviour in writing. A complaint form may be found in the Policies section of the GaLTT website. If a written report is not possible, the person receiving the complaint shall take detailed written notes of the individual's oral report. Individuals who are not themselves complainants, but who assist in an investigation relating to unlawful activity, will also be protected from discrimination and retaliation.
- 17** Reports should be as detailed as possible, including names of the people involved, witnesses, when and where the incident occurred, and what behaviour and/or words led to the complaint. Supporting documents, such as emails, handwritten notes, or photographs should be attached to the report. Physical evidence, such as vandalized personal belongings, can also be submitted.
- 18** Unless required by law to immediately report a violation, GaLTT shall promptly and with due care investigate all complaints made in accordance with this policy. The person receiving the initial report shall forward it to the Executive Committee (excluding any members of the executive who are included in the complaint) within five business days.
- 19** Mediation: under some circumstances, mediation, which is a process by which a neutral third party helps people involved in a complaint reach a solution acceptable to all parties, may be appropriate as an alternative to a formal investigation. Mediation is undertaken prior to initiating a formal investigation and will only proceed with the agreement of all parties to the complaint.

- The Executive Committee will make all parties to the complaint aware that mediation is an option.
 - If all parties agree to work toward a mediated settlement, the Executive Committee will appoint a mediator, from within the organization or from outside it, who is acceptable to all parties, is not otherwise involved in the complaint, and who will not be asked to represent the organization at any stage of any proceedings related to the complaint.
 - Any person may refuse mediation. Individuals should not accept mediation if they feel pressured or at a disadvantage or uncomfortable with the process for any reason. The investigating committee will not pressure parties to pursue this remedy.
 - If mediation does occur, each person has the right to be accompanied and assisted during the sessions by someone with whom they feel comfortable.
 - If mediation does not occur or is unsuccessful, a formal investigation will be initiated.
- 20 Investigation:** A formal investigation of a complaint will be directed by the Executive Committee (excluding any members of the executive who are included in the complaint). The Executive Committee may delegate the investigation to a standing harassment committee or external subject matter expert.
- 21** The investigating committee will meet to decide how to conduct an investigation to determine whether the allegations are true, whether the issue is significant, and what actions, if any, are necessary to address and correct the issue.
- 22** Investigation of the complaint must commence within 10 business days of the receipt of the report.
- 23** Investigations will include interviews with the complainant, respondent, and any witnesses. All people who are interviewed will have the right to review their statement, as recorded by the investigator, to ensure its accuracy.
- 24** Investigations will be fair and impartial, providing both the complainant and respondent equal treatment in evaluating the allegations.
- 25** If deemed appropriate, the investigating committee shall seek legal advice.
- 26** The investigating committee shall submit a written summary of the investigation to the Board of Directors. The report will include:
- a description of the allegations;
 - the response of the person the complaint was made against;
 - a summary of information learned from witnesses (if applicable); and
 - a conclusion about whether, on a balance of probabilities, harassment did occur;
 - recommendations for corrective action, if any.
- 27** Corrective action for the person found to have engaged in harassment may include: a reprimand; prohibition from participating in a GaLTT activity or committee; termination of employment; or dismissal from the organization.
- 28** If the Board is unsatisfied with the findings or recommendations of the investigating committee, it may request that the investigating committee provide a more detailed report for review. In this event, the final findings and decisions regarding corrective action will rest with the Board.
- 29** The complainant and respondent(s) will be provided with a copy of the final summary report and the decision regarding outcome.
- 30** Where complainants or respondents are dissatisfied with the outcome of a complaint, they will be reminded of their rights under the British Columbia Human Rights Tribunal (<http://www.bchrt.bc.ca>).

31 Privacy:

- All parties to a harassment complaint are expected to respect the privacy and confidentiality of all other parties involved and to limit the discussion of a harassment complaint to those that need to know.
- GaLTT and all individuals involved in the harassment complaint process, will comply with all requirements of BC's Personal Information Protection Act to protect personal information.
- Reports of concerns, and investigations pertaining thereto, shall be kept confidential to the extent possible. However, due to the need to thoroughly investigate reports, GaLTT cannot guarantee absolute confidentiality.

32 Record keeping:

- All records of an active complaint and investigation including notes, documents, photographs, and other evidence will be kept securely. These records will be considered confidential, and access will be given only to members of the investigating committee.
- If a complaint is found to be substantiated, written records of the investigation will be retained. Such records may be opened by the complainant or requested by courts.
- If a complaint is found to be false or unsubstantiated, all records of it will be destroyed.

33 Unauthorized disclosure of information relating to an investigation under this policy to individuals not involved in the investigation will be viewed as a serious disciplinary offense and may result in discipline, up to and including dismissal from the organization.

—DATE ADOPTED: June 2020

OPERATING POLICY GROUP 2—Board and Staff Guidance

OP 2.7 Whistleblowers

POLICY OP 2.7:

- 1** The Gabriola Land and Trails Trust (GaLTT) is committed to lawful and ethical behavior in all of its activities and requires officers, directors, employees, volunteers, and contractors to act in accordance with all applicable laws, regulations, and policies, and to observe high standards of business and personal ethics in the conduct of their duties and responsibilities
- 2** GaLTT's Whistleblower Policy is intended to ensure that when an individual has reasonable grounds to believe that a GaLTT officer, director, employee, contractor, or volunteer has committed, or is about to commit, a GaLTT whistleblowing incident:
 - The individual understands it is appropriate to disclose this information and is provided with a clear process for doing so;
 - The complainant will be protected from discrimination and retaliation;
 - All parties to an investigation will be treated fairly and impartially;
 - Confidentiality will be maintained to the greatest extent possible; and
 - If wrongdoing is found, appropriate remedial and disciplinary actions will be taken.

DEFINITION OF TERMS:

- *Whistleblower incident:* For the purposes of this Policy, a whistleblower incident is defined as a concern related to GaLTT's financial or operational matters, including but not limited to:
 - Improper accounting or auditing practices, or other financial activity indicating fraud or misrepresentation;
 - Violations of federal or provincial laws that could result in fines or civil damages payable by GaLTT, or that could otherwise harm GaLTT's reputation or status as a charitable, non-profit society;
 - Unethical conduct in violation of any GaLTT policies or bylaws;
 - Risk to the health and safety of officers, directors, employees, contractors, volunteers, or the general public.
 - *Whistleblower:* is meant to be any director, employee, contractor, subcontractor, agent, volunteer, landowner, donor, member of the general public, or partner of GaLTT who has reported a whistleblower incident.
- 3** All GaLTT officers, directors, employees, volunteers, and contractors have an obligation to report to the organization what they believe are whistleblower incidents. These individuals must also notify the organization if an action needs to be taken for the organization to comply with law or policy or with generally accepted accounting practices or safety issues.
 - 4** The Whistleblower must communicate whistleblower incidents as soon as possible after the Whistleblower becomes aware of such situations, using GaLTT's prescribed procedures.
 - 5** No officer, director, employee, volunteer, contractor, or member of the public who, in good faith, reports a concern shall be threatened, discriminated against, or otherwise subject to retaliation or, in the case of an employee, suffer adverse employment consequences as a result of such report. This applies even if an investigation proves that no unlawful activity has occurred. Moreover, an officer, director, employee, volunteer, or contractor who retaliates against a person who has

reported a concern in good faith is subject to discipline, up to and including dismissal from the organization.

- 6 Employees, officers, and directors of GaLTT who themselves are not complainants, but who assist in an investigation relating to unlawful activity, will also be protected from discrimination and retaliation.
- 7 A person making a report under this policy must have reasonable grounds for believing that the matter raised is a legitimate whistleblower incident as defined in this Policy. The act of making allegations maliciously, recklessly, with gross negligence, or with the foreknowledge that the allegations are false or unsubstantiated, will be viewed as a serious offense and may result in discipline, up to and including dismissal from the organization.
- 8 GaLTT will not protect a Whistleblower who intentionally makes false accusations in reporting of a whistleblower incident.
- 9 It is the policy of GaLTT to treat all reported whistleblower incidents in a confidential and sensitive manner. In addition, the Whistleblower shall be provided the opportunity to remain anonymous.
- 10 This policy applies to all current and former officers, directors, employees, volunteers, and contractors of GaLTT.

PRACTICE:

- 11 All complaints shall be submitted in writing. A form for reporting may be found in the Policies section of the GaLTT website.
- 12 GaLTT employees should report whistleblower incidents directly to their supervisor. Employees who are uncomfortable communicating with their supervisor or who do not believe the concern is being addressed appropriately, may report the issue to the next higher level of management above the immediate supervisor or, if the employee prefers, to any member of the Executive Committee.
- 13 Officers, directors, volunteers, and contractors should report whistleblower incidents to the Executive Director (if applicable) or to the Board president. If the person making the report is not comfortable reporting to either of these individuals or if he/she does not believe the issue is being addressed appropriately, the individual may report directly to any member of the Executive Committee.
- 14 Whistleblowers who wish to remain anonymous should download and complete the form and then send it by mail to any member of the Executive Committee, by name, via GaLTT's general mailing address.
- 15 Unless the complaint is submitted anonymously, the person receiving the complaint shall promptly acknowledge receipt of the complaint to the Whistleblower.
- 16 Unless required by law to immediately report a violation, GaLTT shall promptly and with due care investigate all reports made in accordance with this policy. The person receiving the initial report shall forward it to the executive committee within five business days.
- 17 The Executive Committee shall meet to discuss the report as soon as possible (and, in any event, within ten business days) and decide how to conduct an investigation to determine whether the allegations are true, whether the issue is significant, and what actions, if any, are necessary to address and correct the issue. Any appropriate action and investigation will be initiated at this time.
- 18 In the event that a report concerns a member of the Executive Committee, the committee deliberations shall proceed confidentially without that member being present. Any member of the Executive Committee with a conflict of interest in the matter must recuse themselves and maintain full confidentiality about the matter. In either of these situations, the Executive Committee may choose to draw on the assistance of other Board members in discussions and investigations relating to the matter.
- 19 If deemed appropriate, the Executive Committee shall seek legal advice.

- 20** A written report of the investigation, including recommended actions, will be issued to the Board of Directors, which may conduct further investigation upon receiving the report.
- 21** Reports of whistleblower incidents, and investigations pertaining thereto, shall be kept confidential to the greatest extent possible. However, an individual's identity may have to be disclosed to conduct a thorough investigation, to comply with the law, or to provide accused individuals their legal rights of defence. Unauthorized disclosure of information relating to an investigation under this policy to individuals not involved in the investigation will be viewed as a serious disciplinary offense and may result in discipline, up to and including dismissal from the organization.
- 22** If a Whistleblower name and contact information is provided in the initial report, the results of the investigation will be shared with the Whistleblower to the extent possible. However, due to confidentiality and legal requirements, all details of the investigation, and actions taken, may not be divulged to the Whistleblower.

—DATE ADOPTED: June 2020

OPERATING POLICY GROUP 2—Board and Staff Guidance

OP 2.8 Human Resources—policy under development

The Board is currently revising several specific policies and developing new policies to ensure that they follow best practices and are in full compliance with the most recent standards and practices of the Canadian Land Trust.

Our new Human Resources policy section will address legal requirements and ethical processes and procedures in relation to current Volunteers and Contractors and possible future employees/staff.

OPERATING POLICY GROUP 3—Financial Issues

OP 3.1: Financial and Asset Management

POLICY OP 3.1:

- 1** It is a core responsibility of the GaLTT Board of Directors to ensure that finances and assets are managed in a responsible and accountable way.
- 2** Revenue and expenditures will be tracked accurately.
- 3** Budgets and financial reports will be regularly produced, reviewed at each Board meeting, and made available to members upon request.
- 4** Financial practices will be fully documented and updated regularly as required.

PRACTICE

- 5** Charitable receipts for income tax purposes are issued to members/donors for amounts of \$20 or more.
- 6** The annual budget is approved by the Board of Directors and tabled at the AGM.
- 7** Major deviations from the authorized annual budget are approved by the Board of Directors.
- 8** The internal system for handling money will be fully documented and current.

—DATE ADOPTED: January 2005

OPERATING POLICY GROUP 3—Financial Issues

OP 3.2: Fundraising

NOTE—THIS POLICY IS UNDER DEVELOPMENT:

The Board is currently revising several specific policies to ensure that they follow best practices and are in full compliance with the most recent standards and practices of the Canadian Land Trust.

Our new Fundraising Policy will expand on the 2005 Operating Policy below. The new policy will provide detailed guidance for ethical fundraising procedures and practices.

POLICY OP 3.2:

- 1** GaLTT seeks property and financial support from sources and by methods that respect the environment, stakeholders, and human rights and security.

PRACTICE:

- 2** Donations or grants from individuals, foundations, corporations, government agencies, governments, and other sources will be reviewed and approved by the GaLTT Board of Directors.
- 3** The Board will review donations of stocks prior to acceptance, with reference to the “Socially Responsible Investing” values statement of “The Ethical Funds Company” in its annual and semi-annual reports available from its website www.ethicalfunds.com.
- 4** Any company whose equity or debt is held by a mutual fund of the Ethical Funds Company (and has thereby already been evaluated against the above standards) can be considered by the GaLTT Board for a donation.
- 5** GaLTT is accountable to its donors and provides written acknowledgement of gifts as required by law, ensures that donor funds are used as specified, keeps accurate records, honours donor privacy concerns, complies with applicable privacy legislation and advises donors to seek independent legal and financial advice for substantial gifts, whether they be land or monetary gifts.

—DATE ADOPTED: January 2005

OPERATING POLICY GROUP 3—Financial Issues

OP 3.3: Sponsorship

Purpose of this policy: to set out criteria for decision-making on sponsorships of GaLTT activities; to balance the reputation of GaLTT and community goodwill against revenue generation and the achievement of desired program results. Detailed information on the interpretation and application of this policy can be found in its associated guidelines document.

POLICY OP 3.3:

- 1** Sponsorship occurs when a business or organization makes a contribution to GaLTT and in return receives advertising or promotion of its brand, products, or services. It does not apply to personal donations from individuals. Sponsorships may be direct, in kind, indirect, or monetary.

General policy

- 2** Supplementary guidelines may be developed and approved by the GaLTT Board to provide more detailed guidance on the application and implementation of policy. Supplementary guidelines shall not contradict the terms of this policy.
- 3** All sponsorship requests and proposals will be subject to this policy and additional guidelines.
- 4** All sponsorship requests and proposals will be considered on a case-by-case basis.
- 5** GaLTT may solicit and accept money or sponsorships from businesses or organizations for events, programs, projects, and operations within the terms of its approved policy, principles, and values.
- 6** GaLTT may enter into a relationship with a business or organization that will benefit the Society and support GaLTT's mission and work, provided that the sponsorship is consistent with the Society's objectives, vision, mission, strategic goals, and priorities.
- 7** Evaluation of a proposed sponsorship will be at the discretion of the Board under the terms, principles and values set out in this Policy and in associated guidelines.
- 8** Only reputable businesses or organizations whose image, product or services do not conflict with GaLTT's mission and values may be considered as sponsors. There is no obligation to accept every sponsorship offer. The long-term reputation and credibility of GaLTT must always take precedence over short-term monetary or project needs.
- 9** The Board may refuse a proposed sponsorship; no business or organization has an inherent right to such a relationship.
- 10** The details of sponsorship relations will be kept confidential and limited to the Board and any applicable Committee Chairs.
- 11** The details of sponsor recognition will be agreed in negotiations between the sponsor and GaLTT on a case-by-case basis. In most cases only "sponsored by" with the sponsor's name and logo will be used. A link to the sponsor's website may be included, if appropriate
- 12** Event sponsors will be recognized only in materials connected with the event.
- 13** GaLTT will never directly or by implication endorse a sponsor's products or services. In some circumstances, a disclaimer may be used to ensure there is no confusion over this.
- 14** Sponsors who wish to promote GaLTT by using its name, logo and website URL may do so only with the explicit written agreement of the GaLTT board. The unauthorized use of GaLTT's identity voids all contracts or agreements with the sponsor.
- 15** Sponsorships must be unrestricted and unconditional. The exception to this rule is that GaLTT may choose in some limited situations to enter into an agreement for exclusive sponsorship of an event.
- 16** GaLTT will not grant exclusivity of sponsorship beyond a single event without a full examination of the benefits to the Trust. Sponsors requesting exclusivity must commit to funding the majority of costs of a specified program or event, including related overhead.

17 Any Director with a direct or indirect interest in a proposed Sponsor must declare their interest and recuse themselves from decisions on the subject, per GaLTT’s Conflict of Interest policy.

PRACTICE:

18 Proposed sponsorships will be reviewed and approved by the Board or its designate, per our sponsorship policy guidelines. Each potential sponsorship agreement will be considered on the strength of its merits. Evaluation criteria in determining the suitability of a sponsorship will include:

- whether the activities of the business/organization are in alignment with GaLTT’s principles and values;
- whether the business/organization is a good fit with GaLTT’s mandate;
- whether the reputation of the business/organization is likely to harm GaLTT’s reputation.

19 Sponsorship agreements will be recorded and agreed to in writing by the GaLTT President or alternate and an authorized representative of the sponsoring business/organization.

20 Any long-term sponsorship relationship with any business/organization will be reviewed regularly, per policy guidelines.

21 A record of sponsorship proposals will be maintained, detailing existing or potential sponsor relationships, and including reasons for accepting or refusing sponsorships as applicable, as a decision-making resource.

—DATE ADOPTED: January 2005; DATE REVISED: April 2021

OPERATING POLICY GROUP 4—Community Relations

OP 4.1: Membership

POLICY OP 4.1:

- 1** The Board or a Membership Committee appointed by the Board will review membership applications and recommend acceptance where:
 - the membership applications and process are as specified in the Constitution and Bylaws, as incorporated under the BC Society Act, Sept. 29, 2004, or as subsequently modified in the manner specified in its Constitution and Bylaws;
 - the application is complete and meets a category agreed upon by the Board; and
 - the member supports GaLTT’s core values as defined in Operating Policy 2.

PRACTICE:

- 2** Membership application categories and fees are defined by the Board from time to time and periodically adjusted in this Operating Policy
- 3** Membership is for one year from receipt of the application, unless otherwise agreed upon.
- 4** Continuing membership is awarded to members making automatic ongoing donations (which are at least \$5 per month) through a financial institution. When the ongoing donation is initiated, a membership application form must be submitted for GaLTT’s records.
- 5** Membership categories include individual, family, corporate, and honorary members.
- 6** Membership applications may be accepted from individuals in the category of volunteer with no annual fee where the member agrees to provide 24 hours of volunteer time to GaLTT projects annually.
- 7** Corporate members do not qualify as volunteers.
- 8** Memberships may be reviewed annually for renewal. Where a member has demonstrated a lack of support of GaLTT’s Core Values the Board may recommend against accepting a new membership application.
- 9** Where volunteer members have not met the 24-hour annual time commitment to GaLTT projects the Board may recommend against accepting a new volunteer membership application.
- 10** The Board may offer honorary lifetime membership to individuals for extraordinary service, etc.
- 11** Members in each membership category may cast one vote at general meetings, except honorary members who have no voting capacity.
- 12** Current member fees and categories can be found on GaLTT’s website and Membership Application Forms. The Board may periodically update fees and categories.

—DATE ADOPTED: January 2005

OPERATING POLICY GROUP 4—Community Relations

OP 4.2: Communications

POLICY OP 4.2:

- 1 The Board President is authorized to act as the spokesperson for the organization on all matters pertaining to GaLTT's mandate.
- 2 Board members may respond to inquiries related to policies and positions approved by the Board.
- 3 Board members must take care to ensure that their personal opinions are not construed as those of GaLTT.

PRACTICE:

- 4 All media and public inquiries will be referred to the Board President.
- 5 All correspondence will be signed by the Board President unless otherwise delegated by the President.
- 6 The Board President has the authority to delegate authority to another board member to respond to specific media and public inquiries and draft correspondence related to a specific issue.
- 7 Board members may share policies and positions adopted by the Board (apart from *in-camera* discussions or decisions), in response to general inquiries from the membership or general public.
- 8 If Board members comment publicly (verbally or in writing) as private citizens on any matter which may be perceived to be related to GaLTT's mandate, they must take all reasonable steps to clarify that it is their personal opinion and not a policy or position of GaLTT. In an instance where such a situation occurs, the member must advise the Board president in advance, or as soon as possible.

—DATE ADOPTED: January 2005

OPERATING POLICY GROUP 4—Community Relations

OP 4.3: Community Projects or Subcommittees

see also Appendix A for project assessment & agreement templates.

POLICY OP 4.3:

- 1** The purpose of this Operating Policy is to clarify GaLTT's relationship and approach to Streamkeepers and similar community project requests.
- 2** Appendix A (Policy 4.3) contains checklists for a Community Project submission for GaLTT Board review, and a template for an approved Letter of Understanding (LOU) between GaLTT and the Community Project.

PRACTICE:

Process for Community Project Support Application, Review, and Decision

- 3** The Community Project seeking GaLTT's administrative support must be defined in writing and submitted to the GaLTT Board of Directors for review. A checklist (Appendix A) will help guide the contents of the submission, which must include:
 - a description of the project, and the purpose of GaLTT's requested involvement;
 - the scope, location, map, and drawings of structures proposed, if applicable;
 - estimated time frame for GaLTT's required support (i.e., long term on-going, or short-term (up to 2 years));
 - fundraising goals, and work to date; and
 - key community supporters outside of GaLTT.
- 4** The GaLTT Board will review the Community Project:
- 5** Does the Project fit within GaLTT's existing mandate, constitution, and by-laws? If yes, how does it fit? If no, is the Board prepared to consider an amendment to GaLTT's existing mandate, constitution, and by-laws in order to accept the Project as proposed?
- 6** Do the attributes of community group, project, objectives fit with GaLTT's 'social currency' in the community?
- 7** Does the GaLTT Board have sufficient capacity to accept the Project or Sub-committee at this time?
- 8** What are the benefits of the Project to the community of Gabriola?
- 9** What are the benefits to GaLTT's affiliation with Project?
- 10** Are there risks to GaLTT's affiliation with Project?
- 11** What additional tasks will be expected of the GaLTT Board, bookkeeper, etc.
- 12** Are there additional insurance or other liability implications for GaLTT?
- 13** What are the GaLTT expectations for the Community Group?
- 14** A long-term Project may be represented by a member appointed to the Board, or a short term (1 to 2 years) Project may be championed by an existing Board member.
- 15** Public communications, the use of GaLTT website, etc. should be reviewed in consideration of potential impacts to GaLTT.
- 16** A documented process shall be established for the tracking of grants that the Community Project or Subcommittee receives, or other funds received into GaLTT's account by the Project, as well as a process for documenting and tracking expenditures paid out of GaLTT's account in respect of the Project.

- 17 Equipment inventory – equipment that is acquired by the Project funds that are administered by GaLTT shall be considered jointly held by GaLTT. A documented process for tracking such equipment inventory shall be established.
- 18 When Projects are completed, or if Projects fail to proceed, funds that have been granted or donated for the Project to GaLTT in excess of the Project requirements, and equipment in the inventory will be held by GaLTT until appropriate dispersal of funds is agreed upon by the Board, i.e., to a similar project or to another non-profit charity organization.
- 19 If or when the Project acquires independent charitable status, funds and inventory jointly held shall be transferred to the new charitable society.
- 20 Decision making and response:
 - A simple majority of the Board is required to approve adopting a Community Project or Sub-committee.
 - The Board response will include explicit written statements about the Project fit with GaLTT Constitution and by-laws, as well as statements that acknowledge and further define the points in Section 2 above.

Next Steps if The Project is Accepted

- 21 The Community Project or Sub-committee shall appoint a minimum of two contacts who, upon acceptance by the GaLTT Board will serve as the Project liaison advisors.
- 22 The Community Project or Sub-committee liaison advisors:
 - Shall take out and maintain membership in GaLTT;
 - Shall be signatories to the Letter or Understanding between GaLTT and the Project;
 - Shall be responsible for communicating GaLTT’s objectives and processes to other Project participants;
 - Shall be spokesperson for the Project or Sub-committee only and shall respect GaLTT Board positions and communications;
 - Shall be the signing authorities for all Project invoices that are to be approved for payment; and
 - Shall regularly provide reports of the Project to the GaLTT Board of Directors
- 23 In the case of an on-going longer term (three years plus) Project or Sub-committee affiliation, one of the two contacts may be appointed to the GaLTT Board to serve as a Director. This may be defined as an on-going requirement for the term of the Sub-committee. If the Board is full to its capacity of 15 members, an existing Board member could agree to champion the Project or Sub-committee until space on the Board becomes available.
- 24 For a shorter-term Community Project, an existing Board member shall agree to champion the Project as an on-going requirement for the term of the Project.
- 25 The Board will draft a detailed Letter of Understanding for signature by GaLTT President and the contact liaisons for the Community Project or Subcommittee.
- 26 Periodic review of approved Projects or Sub-committees shall occur as defined in the review process and Letter of Understanding, and at minimum annually prior to each GaLTT AGM.

Next Steps if The Project is Not Accepted

- 27 If review of the Project cannot be completed, if the project is not accepted, or if GaLTT Board majority is not reached, the Board will draft a letter of explanation to Project or Sub-committee applicants for signature by GaLTT President.

—DATE ADOPTED: November 2015

OPERATING POLICY GROUP 5—Land Acquisition, Conservation Covenants, & Stewardship

OP 5.1: Land Acquisition and Conservation Covenants— Evaluation, Selection, and Establishment

POLICY OP 5.1:

- 1 As stated in the GaLTT By-Laws section 13.3(e), the GaLTT Board of Directors may “...raise money, acquire funds and other assistance necessary to own, acquire and take by purchase, donations, devise or otherwise, land or personal property and expend, sell, exchange, mortgage, lease, let, improve or develop same for the purposes of the Gabriola Land and Trails Trust.”
- 2 This policy deals with land acquisition and conservation covenant projects that have strong conservation values. Secondary attributes may exist (e.g., trail connections, cultural values) but conservation shall be the principal reason for the acquisition or covenant.
- 3 There is a defined process for evaluating and selecting land acquisition and conservation covenant projects, including written criteria that are consistent with GaLTT’s mandate, mission, goals, objectives, and conservation priorities. The process for selecting land acquisition and conservation covenant projects shall document the conservation values of every land and conservation agreement project and consider project feasibility and GaLTT’s capacity and ability to fulfill perpetual stewardship responsibilities (*also see Policy 5.2 – Conservation Covenant Stewardship and Policy 5.3 – Land Stewardship*).
- 4 GaLTT’s general policy is not to take final title to real estate property, because other land management organizations and governments in the region, e.g., RDN, ITC, have more resources and land management expertise. Exceptions may be made if the benefits of acquiring title clearly outweigh the costs and liabilities of acquisition and ongoing management.

DEFINITIONS:

- **Note:** *GaLTT recognizes that the language commonly used to refer to land ownership may be disrespectful to First Nations. E.g., Notions of ‘private’ and ‘Crown’ land do not appropriately recognize aboriginal title and the concept that land may have been owned prior to the assertion of European sovereignty. Therefore, when referring to land, GaLTT uses the terms “provincially managed” or “federally managed” land instead of “Crown”. Similarly, “privately managed” is used in place of “private”, and “landholder” is used instead of “landowner”.*
- **Conservation Covenant:** A voluntary, legal agreement between GaLTT and a landholder used to protect ecological values on private land in perpetuity without requiring the landholder to part with the land.
- **Insider:** Board and staff members, substantial contributors, parties related to the above within the meaning of the *Income Tax Act* (Canada), those who have an ability to influence decisions of the organization and those with access to information not available to the general public.
- **Land Acquisition:** A legal agreement with a landholder, whereby GaLTT or an organization that GaLTT collaborates with, gains ownership over a real estate property. Land acquisition may occur through purchase, donation or partnering with another organization.
- **Land Acquisition Fund:** A segregated fund within GaLTT’s accounting records. These funds may be used to cover costs associated with land protection through land acquisition or conservation covenant.

- *Phase 1 Assessment*: A formal investigation conducted by a qualified environmental consultant or engineer into the presence or absence of hazardous and toxic materials on or near a property.

PRACTICE–EVALUATING AND SELECTING CONSERVATION PROJECTS:

- 5 GaLTT shall pursue all land transactions with integrity, ensuring actions are characterized by fairness, openness, honesty, and respect. GaLTT shall seek financial support only from sources that are not in conflict with the Society’s vision, mission, and objectives.
- 6 The Conservation Committee will review land acquisition and conservation covenant priorities annually.
- 7 All decisions regarding the selection of land for land acquisition and conservation covenants shall align with GaLTT’s mandate, mission, goals, objectives, and priorities. Land acquisition may occur through purchase, donation or partnering with another agency. Ultimately, authority for all land acquisition and conservation covenant decisions rests with the Board.
- 8 A supermajority of not less than 75% of the Directors shall be required to approve any land acquisition, conservation covenant, or financial contribution to government or other organization for land acquisition. Approval may be obtained through a vote at a regular or extraordinary board meeting, by email, or a combination of both.
- 9 Prior to land acquisition, contributing to land acquisition, or entering into a conservation covenant, the Conservation Committee shall visually inspect the property and use an assessment tool, which may be updated periodically by the Conservation Committee, to determine whether to pursue the project. GaLTT may issue contracts to qualified professionals to assist with assessments. The assessment shall determine:
 - conservation values and long-term ecological viability;
 - current and potential threats;
 - financial and technical feasibility of the project; and
 - other values, e.g., cultural.
- 10 Following the assessment, the Conservation Committee shall make a written recommendation to the Board whether or not to pursue the project. If full funding for a land acquisition or conservation covenant is not already secure, the Board shall only approve the acquisition or covenant if there is a viable plan in place to raise the necessary funds.
- 11 When engaging in a legal partnership on a joint land acquisition or when co-holding a conservation covenant, a written agreement will be created to clarify:
 - the goals of the project;
 - the roles and responsibilities of each party;
 - legal and financial arrangements; and
 - communications to the public and between parties.
- 12 GaLTT may consider receiving a donation of land that does not, due to its small size or ecological attributes, have significant conservation value. These donated properties may be held for resale, and when sold, the proceeds shall be deposited in GaLTT’s Land Acquisition Fund to be used to advance GaLTT’s conservation goals. Landholders who wish to donate such property shall be made aware of the possibility of resale, through clear documentation of the intent. Properties with some environmentally sensitive areas may be protected by conservation covenant, where practical, prior to resale.

- 13** The Land Acquisition Fund shall only be used to cover costs associated with land conservation, through either land acquisition, by GaLTT or others, or conservation covenant, on Gabriola and neighbouring islands. The fund shall be administered as a segregated fund within GaLTT's accounting records. Contributions to the Land Acquisition Fund may include cash, securities, property for resale and other assets deemed acceptable by GaLTT. Accrued interest shall be added to the fund. The fund shall not be used for the purchase of lands for primarily non-conservation purposes.
- 14** A list of eligible expenses shall be established and reviewed periodically. The Conservation Committee shall obtain prior approval from the Board for expenses over \$1,000. Expenses less than \$1,000 may be approved by the Conservation Committee. Changes to the list of eligible expenses shall be approved by the Board.
- 15** Landholders shall normally be responsible for all expenses required to complete and register a conservation covenant and shall be asked to contribute towards future stewardship costs. GaLTT may provide financial assistance to property holders who have expressed a demonstrated need.

PRACTICE– ENSURING SOUND TRANSACTIONS:

- 16** Except when providing funds for land acquisition by outside agencies, GaLTT shall obtain a legal review of every land acquisition and conservation covenant transaction, appropriate to its complexity. As dictated by the project, appropriate expertise in financial, real estate, tax, scientific, Indigenous and land and water management matters shall be secured.
- 17** GaLTT shall refrain from giving specific legal, financial and tax advice when providing transaction-related information and shall recommend in writing, that each party to a land acquisition or conservation covenant transaction, obtain independent legal, financial and tax advice.
- 18** As appropriate to the project, GaLTT shall conduct or obtain a preliminary environmental investigation before the land or conservation covenant transaction is complete, to identify and document whether there are any conditions that pose environmental risks on or near the property that could create future liabilities for GaLTT. If evidence of environmental risks is found, a more thorough investigation shall be undertaken, such as a Phase 1 assessment, and steps taken to address any significant concerns.
- 19** GaLTT shall ensure the boundaries of every protected property project are determined through legal property descriptions, accurately marked boundary corners or, if appropriate, a survey. The landholder is normally responsible for boundary determination fees. If a conservation covenant contains restrictions that are specific to certain zones or areas within the property, the locations of these areas shall be clearly described in the conservation covenant agreement and supporting materials so that they can be identified in the field.
- 20** Every conservation covenant shall be individually tailored to the specific property and shall:
 - identify the important conservation values protected;
 - allow only uses and permitted rights that are consistent with the conservation purposes and that will not significantly impair the protected conservation values; and
 - avoid restrictions and permitted rights that GaLTT cannot monitor and/or enforce.
- 21** Each conservation covenant shall be reviewed for:
 - consistency with enabling legislation of conservation covenants and other provincial and federal applicable legislation; and
 - internal consistency, omissions, and absence of errors within the conservation covenant documents.

- 22 Prior to closing and preferably early in the process, the title for each property for acquisition or conservation covenant shall be investigated by a lawyer or notary and the title updated as required at or just prior to closing. Any encumbrances or title exceptions shall be evaluated, and any actions taken to address mortgages, liens and any other encumbrances shall be documented just prior to closing. Any encumbrances that could result in extinguishment of a conservation covenant or significantly undermine the important conservation values on the property shall be discharged or properly subordinated to the conservation covenant.
- 23 All originals of all irreplaceable documents essential to the defence of each transaction (such as legal agreements, critical correspondence, surveys, appraisals, and baseline documents) shall be protected from daily use and kept in a secure manner and protected from fire, floods, and other damage. Hard and digital copies of these essential documents shall also be kept in a separate location.
- 24 All land acquisitions and conservation covenants shall be legally recorded at the appropriate records office according to municipal and provincial law.
- 25 When purchasing land (or in rare cases a conservation covenant), GaLTT shall document the justification for the purchase price and that no private or undue benefit has occurred.
- 26 A qualified independent appraisal shall be obtained in advance of closing for all transactions to justify the purchase price, based on fair market value. However, a short narrative, letter of opinion or other documentation from a qualified real estate professional may be obtained in the limited circumstances when a property has a very low economic value, a full appraisal is not feasible before a public auction, or the amount paid is significantly below the fair market value. When negotiating for a purchase below the appraised value, GaLTT shall ensure that its communications with the landholder are honest, forthright, and recorded. In limited circumstances where acquiring a property above the appraised value is warranted, GaLTT shall document the justification for the purchase price and that there is no Insider benefit.
- 27 In the case of any land transactions with an Insider, GaLTT shall diligently follow all practices and requirements outlined in this policy and Operating Policy 2.3— Conflict of Interest.
- 28 When selling land or transferring conservation covenants, GaLTT shall document the important conservation values and draft protection agreements as appropriate to the property. If the sale is to a party other than another charitable organization or public agency, GaLTT shall obtain an independent appraisal by a qualified appraiser or a short narrative, a letter of opinion or other documentation from a qualified real estate professional to determine the value of the asset and to support the selling price. GaLTT shall market the properties and select buyers in a manner that avoids any appearance of impropriety and preserves the public's confidence in the land trust.
- 29 When selling or transferring conservation land or a conservation covenant to another charitable organization or public agency, GaLTT shall consider whether the new holder can fulfill the long-term stewardship and enforcement responsibilities. For the sale or transfer of land or conservation covenants certified as ecological gifts, authorization shall be requested from the Minister of Environment and Climate Change Canada, or its replacement.

PRACTICE—TAX BENEFITS AND APPRAISALS:

- 30 GaLTT shall inform potential land or conservation covenant donors who may claim a provincial or federal income tax deduction of credit, in writing and early in the project discussions, of the following:

- 31** Canada Revenue Agency (CRA) strongly recommends an independent appraisal prepared by a qualified appraiser who is certified by the Appraisal Institute of Canada and who follows the Canadian Uniform Standards of Professional Appraisal Practice:
- as the beneficiary of the tax receipt, the donor has the primary responsibility for any determination of the value of the donation, even in the case where the appraisal has been arranged for or commissioned by GaLTT;
 - GaLTT requires a copy of the completed appraisal in order to issue a charitable donation receipt; and
 - GaLTT shall not participate in projects where it has a significant concern about the potential for false receipting, tax avoidance, tax abuse or tax fraud.
- 32** Where applicable, GaLTT shall inform potential donors about the Ecological Gifts Program including:
- the increased tax benefits associated with making a gift under the program;
 - the consequences of unauthorized disposition or change in land use of ecological gifts; and
 - that appraisals of ecological gifts must comply with the Ecological Gifts Program Guidelines for Appraisals and will be reviewed independently by the Appraisal Review Panel.
- 33** GaLTT shall not make assurances as to:
- individualized legal or tax implications;
 - whether a particular land or conservation covenant donation will be eligible for a donation tax deduction or credit;
 - what monetary value of the donation the CRA and/or province will accept; and
 - what the resulting tax benefits of the deduction or credit will be, if any.
- 34** GaLTT shall only issue donation receipts in accordance with the provisions of the Income Tax Regulations.
- 35** To avoid fraudulent or abusive transactions, GaLTT shall:
- review, on its own behalf, each transaction for consistency with provincial and federal income tax deduction or credit requirements;
 - evaluate any appraisal to determine whether there are any substantial concerns about the appraised value or the appraisal; and
 - discuss substantial concerns about the appraisal, the appraised value, or other terms of the transaction with legal counsel, and take appropriate action as needed, e.g., documenting that GaLTT has shared those concerns with the donor; seeking additional substantiation of value; or withdrawing from the transaction prior to closing.

DATE ADOPTED: January 2005; DATES AMENDED July 2017, December 2021, and February 2022.

OPERATING POLICY GROUP 5

—Land Acquisition, Conservation Agreements, & Stewardship

OP 5.2: Conservation Covenant Stewardship

POLICY OP 5.2:

This policy deals with conservation covenants held by GaLTT.

- 1 GaLTT shall have a program of responsible stewardship for conservation covenants.
- 2 Prior to finalizing a conservation covenant project, the GaLTT Board shall estimate the stewardship and enforcement expenses of the conservation covenant and secure the dedicated or operating funds to cover current and future expenses, including long-term stewardship, enforcement and defence costs. If funds are not secured at or before the completion of the transaction, the Board shall have a plan to secure these funds and a policy committing the funds to this purpose.

DEFINITIONS

- *Conservation Covenant*: A voluntary, legal agreement between GaLTT and a landholder used to protect ecological values on private land in perpetuity without requiring the landholder to part with the land.
- *Conservation Stewardship Fund*: A Fund established by GaLTT to cover costs associated with land stewardship of both conservation covenants held by GaLTT and conservation properties owned by GaLTT on Gabriola or neighbouring islands.
- *Ecological Gift*: Land qualifying as an ecological gift under the *Income Tax Act* (Canada).

PRACTICE:

- 3 A Conservation Stewardship Fund shall be established to cover costs associated with land stewardship of conservation covenants held by GaLTT and conservation property owned by GaLTT on Gabriola or neighbouring islands. The fund shall be a segregated fund within GaLTT's accounting records. Contributions to the Conservation Stewardship Fund may include cash, securities, property for resale and other assets deemed acceptable to the GaLTT Board. Accrued interest will be added to the fund.
- 4 The Conservation Stewardship Fund may be used to cover legal or other costs associated with breaches, encroachments, trespasses and/or challenges to a conservation covenant or property owned by GaLTT. A minimum of \$5,000 per owned or covenanted property shall be set aside within the Conservation Stewardship Fund and the funds shall be pooled and not restricted to any specific property. If funds are drawn down below the \$5,000 minimum per property, the fund shall be promptly replenished to the minimum level.
- 5 A list of eligible expenses shall be established and reviewed periodically and approved by the Board. When funds over \$1,000 are required from the fund, the Conservation Committee shall make a recommendation for approval by the Board. Expenses less than \$1,000 may be approved by the Conservation Committee. Money used from this fund shall be recorded and tracked.
- 6 A baseline report shall be prepared for each conservation covenant and signed by the landholder and GaLTT prior to closing. The baseline report shall be prepared by qualified individuals. The report shall include written descriptions, maps and photographs that document the conservation values protected by the agreement and the relevant conditions of the property as necessary to monitor and enforce the agreement.
- 7 The landholder and GaLTT shall each hold at least one original copy of the signed baseline documentation report.

- 8** Except in exceptional circumstances, as determined by the Board, each of the conservation covenants for which GaLTT is a covenant holder shall have a co-covenant holder. GaLTT may act as the co-covenant holder on a conservation covenant on which another land trust or a public or government entity is a covenant holder. A written agreement between GaLTT and a co-covenant holder that clearly explains the respective duties and responsibilities of each of the parties shall be drawn up and signed by the respective parties.
- 9** Each conservation covenant shall be monitored at least once per calendar year, using consistent monitoring protocols and recordkeeping procedures, as outlined in this policy's supplementary Conservation Covenant Stewardship Guidelines. Outcomes of annual compliance monitoring shall be promptly documented, including communications to and from the holders of the conservation covenanted properties and co-covenant holders. Timely on-the-ground verification will be conducted for any suspected violation or breach of a conservation covenant.
- 10** In the limited circumstances when there are significant changes to the land (such as a result of a wildfire or bank erosion) or conservation covenant (such as a result of an amendment or the exercise of a permitted right), these changes shall be documented in a monitoring report, a baseline supplement, or a current conditions report.
- 11** Regular contact shall be maintained with landholders of properties with a conservation covenant to maintain good relations and to avoid potential covenant conflicts. When a property changes hands, a GaLTT representative shall meet with the new landholder and ensure they receive:
 - a copy of the conservation covenant documents;
 - a copy of GaLTT's stewardship policies and procedures; and
 - other relevant information relating to the covenant.
- 12** Potential conservation covenant violations shall be investigated in a timely way and all subsequent actions taken shall be promptly documented. Procedures are outlined in this policy's supplementary Conservation Covenant Stewardship Guidelines. Pertinent parties, authorities and legal counsel shall be involved as appropriate with the severity of the violation and the nature of the proposed resolution. For conservation covenants certified as an ecological gift, violations that have impacted the natural features of the property shall be reported to Environment and Climate Change Canada or its replacement.
- 13** GaLTT shall respond to landholder required notices or requests for interpretation or approval in a timely and consistent manner, as specified in the conservation covenant or in a written procedure. Written procedures shall guide GaLTT's decision-making regarding approvals and permitted rights. A permanent record shall be maintained of all notices, approvals, denials, interpretations, and the exercise of any significant permitted rights. These procedures are outlined in this policy's supplementary Conservation Covenant Stewardship Guidelines.
- 14** A written procedure shall outline a process to guide any conservation covenant amendments. Authorization shall be requested from the Minister of Environment and Climate Change Canada or its replacement, for amendments to conservation covenants certified as ecological gifts. These procedures are outlined in this policy's supplementary Conservation Covenant Stewardship Guidelines.
- 15** If a conservation covenant is threatened with expropriation, procedures outlined in the Canadian Land Trust Standards and Practices 2019 dealing with expropriation (Standard 11, I.1) shall be followed.
- 16** In the rare case that it is necessary to extinguish a conservation covenant, in whole or in part, the procedures outlined in the Canadian Land Trust Standards and Practices 2019 dealing with extinguishment (Standard 11, J.1) shall be followed.

—DATE ADOPTED: December 2021

OPERATING POLICY GROUP 5—

Land Acquisition, Conservation Agreements, & Stewardship

OP 5.3: Land Stewardship

POLICY OP 5.3:

This policy deals with land acquired and held by GaLTT for conservation purposes.

- 1 GaLTT shall practise responsible stewardship for lands acquired and held by GaLTT for conservation purposes.
- 2 Prior to finalizing a land acquisition project, the GaLTT Board shall estimate the management and stewardship expenses of the land acquisition and secure the dedicated or operating funds to cover current and future expenses, including long-term management and stewardship costs. If funds are not secured at or before the completion of the transaction, the Board shall develop a plan to secure these funds and a policy committing the funds to this purpose.

DEFINITIONS

NOTE: GaLTT recognizes that the language commonly used to refer to land ownership may be disrespectful to First Nations. For example, notions of ‘private’ and ‘Crown’ land do not appropriately recognize aboriginal title and the concept that land may have been owned prior to the assertion of European sovereignty. Therefore, when referring to land, GaLTT uses the terms “provincially managed” or “federally managed” land instead of “Crown”. Similarly, “privately managed” is used in place of “private” and “landholder” is used instead of “landowner”.

- *Land Acquisition:* A legal agreement with a landholder, whereby GaLTT or an organization that GaLTT supports, gains ownership over a real estate property. Land acquisition may occur through purchase, donation or partnering with another organization.
- *Conservation Stewardship Fund:* A Fund established by GaLTT to cover costs associated with land stewardship of both conservation covenants held by GaLTT and conservation properties owned by GaLTT on Gabriola or neighbouring islands.
- *Ecological Gift:* Land qualifying as an ecological gift under the Income Tax Act (Canada).

PRACTICE:

- 3 A Conservation Stewardship Fund shall be established to cover costs associated with land stewardship of both conservation covenants held by GaLTT and conservation property owned by GaLTT on Gabriola or neighbouring islands. The fund shall be a segregated fund within GaLTT’s accounting records. Contributions to the Conservation Stewardship Fund may include cash, securities, property for resale and other assets deemed acceptable to the GaLTT Board. Accrued interest shall be added to the fund.
- 4 The Conservation Stewardship Fund may be used to cover legal or other costs associated with breaches, encroachments, trespasses and/or challenges to a conservation covenant or property owned by GaLTT. A minimum of \$5,000 per owned or covenanted property will be set aside within the Conservation Stewardship Fund and the funds shall be pooled and not restricted to any specific property. If funds are drawn down below the \$5,000 minimum per property, the fund shall be promptly replenished to the minimum level.
- 5 A list of eligible expenses shall be established and reviewed periodically and approved by the Board. When funds over \$1,000 are required from the fund, the Conservation Committee shall make a recommendation for approval by the Board. Expenses less than \$1,000 may be approved by the Conservation Committee. Money used from this fund shall be recorded and tracked.

- 6** For each conservation property owned by GaLTT, a management plan shall be written within 12 months of acquiring the land. The plan shall:
 - identify the property’s conservation values, including any significant cultural, Indigenous, historical, and natural features, and identify threats to those features;
 - identify the overall management goals for the property;
 - identify activities and a timeline to achieve the goals and to reduce any risks or threats to the conservation values; and
 - specify the uses that are appropriate for the property, in keeping with the property’s conservation values, and any restrictions and donor or funder requirements.
- 7** Each conservation property shall be managed in accordance with its management plan, which will be reviewed and updated periodically, at least every 10 years.
- 8** Administrative duties such as paying insurance, filing required forms, etc., shall be performed in a timely and responsible manner.
- 9** The property shall be maintained in a manner that retains GaLTT’s public credibility, manages community expectations and minimizes risk consistent with GaLTT’s mandate.
- 10** The boundaries of each property shall be physically marked to the extent possible or necessary.
- 11** Each property shall be inspected at least once per calendar year and the results of the inspection shall be promptly documented, including significant changes to the property (such as the result of a wildfire or bank erosion)
- 12** Management problems, including encroachments, trespass and other ownership challenges shall be addressed in an appropriate and timely manner and any actions taken shall be documented.
- 13** For properties that have been certified as an ecological gift, any changes or impacts to the natural features of the property shall be reported to Environment and Climate Change Canada, or its replacement.
- 14** In the event GaLTT ceases to exist or can no longer own or manage a conservation property, a contingency plan shall be established.
- 15** In the unlikely event that a conservation property is threatened with expropriation, GaLTT shall:
 - work diligently to avoid a net loss to conservation values and document the actions taken; and
 - provide prompt notification to relevant parties, including expropriating authority and Environment and Climate Change Canada, or its replacement, if the property is certified as an ecological gift.

—DATE ADOPTED: December 2021

GaLTT POLICIES—APPENDIX A (Policy 4.3)

Checklists and review templates for a community group seeking to become established as a sub-committee of the GaLTT Board, or community groups with projects requesting GaLTT's assistance in administration, fundraising, issuing charitable tax receipts and providing a registered entity from which to apply for grant funding.

Review and Decision According to GaLTT's Operating Policy 4.3

On the following pages are four templates for drawing up a co-operative agreement between GaLTT and another charitable not-for-profit community group or project.

- **4.3.T1: Template for application by a Community Group or Project** requesting GaLTT's assistance in administration, fundraising, issuing charitable tax receipts, and providing a registered entity from which to apply for grant funding.
- **4.3.T2 Template for GaLTT Board Review** a Community Group or Project application.
- **4.3.T3 Template for Summary of GaLTT Expectations** of Community Group or Project.
- **4.3.T4 Template for GaLTT / Community Group or Project Letter of Agreement (LOA)**

PROCESS:

- 1** The Community Project must be defined in writing and submitted to the GaLTT Board of Directors for review by completing the checklist template in 4.3.T1.
- 2** The GaLTT Board will review the Community Project using the checklist format in 4.3.T2.
- 3** The GaLTT Board will provide clear written expectations for the Community Group or Project.
- 4** Discussion, clarification, and decision making by the GaLTT Board shall be fully documented.
- 5** A Letter of Understanding shall form the basis of an agreement between the GaLTT Board and the Community Group or Project representatives.
- 6** The Project or Sub-committee agreement shall be reviewed annually prior to GaLTT's AGM
- 7** The Project or Sub-committee agreement may be terminated by either party upon request.

TEMPLATE 4.3.T1: For application by a Community Group or Project requesting GaLTT's assistance in administration, fundraising, issuing charitable tax receipts, and/or providing a registered entity from which to apply for grant funding.		
Full name of group or project		
Is the group or project a Registered Society of BC?		
Contact names, phone numbers, & email of two people who will: <ul style="list-style-type: none"> • function as GaLTT's contact person for your group/project • sign the Letter of Agreement • make financial requests. 	Name: Phone # Email:	Name: Phone # Email:
Purpose of your community group or project:		
Reason for requesting GaLTT's support:		
Time frame for GaLTT support: <i>(please check one choice)</i>	Short term? (1 to 2 years)	Long term? (ongoing)
Fundraising goals:		
Describe work to date, including project plans, drawings, & location if applicable:		
Identify community supporters of your project (other than GaLTT)		
PRINT NAME:	Date of application:	
Your signature:		

TEMPLATE 4.3.T2: For GaLTT Board review of Community Group or Project Application.	
Full name of group or project	
GaLTT member or Director champion	
How specifically does the project fit within GaLTT's existing mandate, constitution, and bylaws? E.g., Do our Constitution or Bylaws require amendment to accommodate this group/project?	
What are the benefits of this project to the Gabriola community?	
How does the project fit with GaLTT's "social currency" in the community?	
Are there benefits or risks to GaLTT through affiliation with this group/project?	
What additional tasks will be expected of GaLTT board or staff?	
Are there additional insurance or other liability implications for GaLTT?	
Identify community supporters of your project (other than GaLTT)	
Meetings between GaLTT Board and their project liaison occurred on (<i>give dates</i>) and are recorded in minutes on file.	Meeting date(s): Location of meeting minutes:
PRINT NAME:	Date:
Your signature:	

TEMPLATE 4.3.T3: Summary of GaLTT expectations of Community Group or Project.	
Name of Community Group or Project	
GaLTT (member or Director) Community Group/Project champion	
Frequency of reports	A Project liaison or the GaLTT Board champion shall report activities monthly at Board meetings, including reporting about funds held on behalf of the Group/Project.
Financial Administration	<ul style="list-style-type: none"> • GaLTT will issue charitable receipts for tax purposes for qualifying donated funds received on behalf of the Group/Project • Cheques for which tax receipts are requested must be payable to GaLTT. • The GaLTT Treasurer and Bookkeeper will track such funds received on behalf of the Community Group/Project. • The GaLTT Treasurer will report monthly on the Group/Project's fund balance. • Requests for funds to be paid out on behalf of the Community Group/Project must be received in writing and signed <u>by two</u> identified Project liaison contacts affiliated with the group. <i>Note: Expenditures of more than the normal \$500 will require approval of GaLTT Board.</i>
Support of GaLTT's position on community issues.	The Community Group's project liaison contacts shall be sensitive to GaLTT's publicly stated position(s) on Community issues and shall not promote public opposition to GaLTT's position through their Community Group.
Support of GaLTT's mandate and processes	The Community Group's project liaison contacts shall hold current GaLTT memberships and, as such, demonstrate support of GaLTT's mandate and purposes.
Other...	

TEMPLATE 4.3.T4: GaLTT & Community Group/Project letter of agreement (LOA)	
Name of Community group or Project	
Contact names, phone numbers, & email of two people who will: <ul style="list-style-type: none"> function as contact persons for the group/project provide reports maintain equipment inventory sign the LOA make financial requests. 	Name 1: Address Phone: Email Name 2: Address: Phone Email
GaLTT Member or Director —project Champion	Name: Address: Phone Email
Dates for proposed Project in this agreement:	
Agreement details:	GaLTT will: 1. 2. 3. Group/Project will... 1. 2. 3.
1. This agreement will be reviewed annually. 2. This agreement may be cancelled by either party with 30 days' notice.	
Upon termination of this Agreement, or if the Project fails to proceed, funds that have been granted or donated for the project to GaLTT in excess of Project requirements will be held by GaLTT for up to one year, until appropriate dispersal of funds is agreed upon by the Board. That is, donated to a similar project or to another non-profit charity organization. After one year, Project funds will revert to GaLTT general funds.	
We represent [Community Group/Project name]. We agree to these Agreement terms provided by Gabriola Land and Trails Trust	
PRINT NAME 1 HERE:	Date:
Signature 1:	
PRINT NAME 2 HERE:	Date:
Signature 2:	
For GaLTT: PRINT NAME HERE:	Date:
Signature:	