

Brudenell Golf Club Association GENERAL BYLAWS

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Brudenell Golf Club Association

GENERAL BYLAWS

These bylaws relate generally to the conduct of the affairs of the Brudenell Golf Club Association (hereinafter called the "Association").

BE IT ENACTED as the Bylaws of the Association as follows:

1. DEFINITIONS

In these bylaws and all other bylaws of the Association, unless the context otherwise specifies or requires:

- 1.1. "Act" means The Companies Act of PEI, as from time to time amended, and every statute that may be substituted therefore and, in the case of such amendment or substitution, any references in the bylaw of the Association shall be read as referring to the amended or substituted provisions therefore;
- 1.2. "Annual Meeting" means the Annual Meeting of the Association;
- 1.3. "Association" means the amalgamated body;
- 1.4. "Board" means the duly elected and appointed members with voting privileges and shall include the President, Vice-president, Secretary, Treasurer, Past President, and up to 9 (nine) Directors.
- 1.5. "Bylaw" means this bylaw and all other bylaws of the Association in force and effect from time to time;
- 1.6. "Chairperson" means an individual appointed by the Board to chair a Committee;
- 1.7. "Committee" means a Committee of the Board;
- 1.8. "Director" means a Member duly elected to the Board at an annual meeting for a term of 2 (two) years with voting privileges;
- 1.9. "Member" means an Individual Member of the Association;
- 1.10. "Executive Committee" will be a committee of a maximum of 5 (five) individuals consisting of the President, Vice-president, Secretary, Treasurer, and the Past President.

- 1.11. "President" means the person elected to the office of President of the Association.
- 1.12. "Secretary" means the person elected to the office of Secretary of the Association;
- 1.13. "Treasurer" means the person elected to the office of Treasurer of the Association;
- 1.14. "Vice-president" means the person elected to the office of Vice-president of the Association.
- 1.15. "Past-president" means the person who last held the position of President of the Association.
- 1.16. "Ex-Officio" means without voting privileges
- 1.17. "BGCA Fees" means Club association fees paid to PEI's Finest Golf at the time of registering for membership. This fee is passed on to the BGCA by PEI's Finest Golf.
- 1.18. "Negative Assurance" is a confirmation from a qualified assessor that certain facts are accurate because there is no evidence to the contrary.
- 1.19. The golf "Season" is based on when the Brudenell Golf Course opens until it closes. This is typically from early May to the end of October.

2. **GENDER**

All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, unless the context otherwise requires, and the singular shall include the plural and vice versa.

3. **NAME**

The Association shall be called the Brudenell Golf Club Association, sometimes referred to as the BGCA in this document.

4. **PURPOSES AND OBJECTIVES OF THE ASSOCIATION**

All activities of the Association, including the decisions and activities of the Board of Directors, shall be in support of the following Purposes and Objectives:

- 4.1. To enhance the enjoyment of Association Members and guests in sporting activities and, without limiting the generality of the foregoing, to play primarily the game of golf;
- 4.2. To promote and foster a close association and social interaction of Association Members for their joint and mutual benefit and to promote and conserve the best interests and true spirit of the game of golf;
- 4.3. To promote communication between Association Members regarding the activities of the Association;
- 4.4. To hold or arrange matches and/or competitions, including the provision of prizes, awards, and distinctions;
- 4.5. To establish and maintain a clubhouse and grounds and to furnish such other accommodations as the members may require;
- 4.6. To represent Association Members' interests to the owners and administration/management of the Golf Course on issues such as, but not limited to, playing fees, access to tee times, tournaments, and course conditions through discussion, liaising, lobbying, and conversation;
- 4.7. To ensure the Association acts in its decisions in accordance with any signed Memorandum of Agreement;
- 4.8. To receive, acquire, and hold gifts, donations, and legacies for use in the promotion the the Objectives of the Association;
- 4.9. To develop policy and procedure to guide the Association in pursuit of these Objectives;
- 4.10. To do all such other things as are incidental or conducive to the attainment of the above objectives.

5. **MEMBERSHIP**

5.1. Commencement

Upon payment of the annual membership and the BCGA fees as required, such persons become members of the Association for the season.

5.2. Refunds

No refund of BCGA fees shall be made to a member upon cessation of their membership for any reason whatsoever.

5.3. Code of Ethics

All Members shall comply with the by-laws and the BCGA Code of Ethics and shall comply with, be bound by, and enforce all rules and decisions of the Board or of any Committee duly appointed thereby or of the Association, provided the same are not contrary to law, the Articles of Incorporation or the by-laws of the Association and Robert's Rules of Order.

- 5.3.1. Any Member of the Association refusing or neglecting strict and honorable compliance with the by-laws or The BCGA Code of Ethics or with any such ruling or decision shall be liable to suspension or expulsion from Membership if so determined by two-thirds (2/3) affirmative vote of the Directors present at the Board Meeting at which such vote is taken.

5.4. Association Fees

BCGA fees for membership shall be payable annually at the same time as payment for the course membership is collected. This is not an optional fee.

- 5.4.1. Junior Golfers are not required to pay membership fees to the association. Provided the Junior Golfer has paid their golf course membership fee, they will qualify as a full member of the BCGA.

6. **MEETINGS**

6.1. Annual Meeting

The Annual Meeting of the Association shall be held at such place in Prince Edward Island on such date and at such time as the Officers shall designate.

6.2. Notice of Annual Meeting

Notice of the Annual Meeting, giving full particulars of the date, time, and place thereof, shall be sent by the Secretary to the Members at least ten (10) days prior to the date of the Annual Meeting. Such notice shall include all Notices of Motions, Nominations by the Association, and a copy of the unaudited financial statements of the Association for the most recently completed fiscal year. Notice will be communicated to members over email and will be posted on the BCGA website.

6.3. Notice of Special Meeting

A Notice of a special meeting, giving full particulars of the date, time, and place thereof, shall be sent by the Secretary to the Members ten (10) days prior to the date of the special meeting. Only the business stated on the Notice may be considered at the Special meeting.

- 6.4. Voting at Annual or Special Meetings:
Each Member shall have one vote on all matters voted on at any Annual Meeting or Special Meeting. Any person entitled to vote at such a meeting may call for a secret ballot.
- 6.5. Special Meetings
A special meeting of the Association may be called by:
6.5.1. the President; or
6.5.2. members of the association provided that a written request is made and the signatures of 10% of the membership is included.
- 6.6. Quorum for Annual Meeting
A Quorum for an Annual Meeting of the Association shall be not less than (20) members (Including Board Members).
- 6.7. Quorum for Special Meeting
A Quorum for a Special Meeting of the Association shall be not less than 50% of the members that requested the meeting.

7. **NOTICE OF MOTIONS**

- 7.1. Notice of Motion
Any Notice of Motion by a Member shall be forwarded to the Secretary no later than twenty-one (21) days prior to the Annual Meeting or a Special Meeting.

8. **BOARD**

- 8.1. Affairs
The affairs of the Association shall be managed by the Board as defined in Definitions 1d. Above.
- 8.2. Number of Board Members
The Board shall consist of The President, Vice-President, Past President, Secretary, Treasurer, and up to nine (9) Directors.
- 8.3. Term
All terms shall be for two (2) consecutive years/seasons. Should a member join the board mid-year/season, that still counts as one year of their term.
- 8.4. Qualifications
Any Individual Member of the Association shall be eligible for election and/or appointment provided that they are not prohibited under the Act from acting as a Director and they are a Member in good standing.

8.5. Limitation

No Member will be permitted to serve more than four (4) consecutive 2-year terms on the Board of Directors, excluding the exceptions listed below.

Individuals must declare in writing after serving each two (2) year term their desire to reoffer for an additional two (2) year term. This declaration must be made to the Nomination Committee before the AGM.

8.5.1. Assume an Executive Position

Should a Member accept a position as President before the end of their 4th consecutive term, they will be permitted to serve two (2) years as President and up to two (2) years as Past President regardless if these terms force the Member to exceed the four (4) consecutive term limit.

8.5.2. Board Member Extension

Should the need arise to extend the term of any board member (except the President), the President may ask the board for a 1-year term extension. A majority vote is required.

8.5.3. President Extension

Should the need arise to extend the term of the President, a motion must be made by a current board member. A unanimous vote is required to pass a 1-year term extension for the President.

8.5.4. Eligibility to Return

To become eligible to return to the Board, a Member must take at least a 1-year leave from the board.

8.5.5. Grandfathering for Current Board Members

Current board members (2024 season only) exceeding this limitation will be “grandfathered” and permitted to serve three additional 2-year terms as a thank-you for their contributions over many years.

8.6. Vacancies

If any vacancy occurs on the Board, the Officers may appoint a qualified individual to fill such vacancy until the next Annual Meeting.

8.7. No Profit for Board Member

A Board Member (Officer) shall cease to be on the Board if that Member holds any other office or place of profit in the Association or if that Member is concerned in or participates in the profits of any contract with the Association. No Board Member, however, shall vacate such office by reason of that Member being a shareholder or member of any firm or corporation that has entered into any contract with or done any work for the Association, but that Member shall declare such shareholding or membership and not vote in respect of such contract or work.

8.8. Board Meetings

The Board may hold such Meetings at such place or places in Prince Edward Island and in such manner as it may from time to time determine. Meetings of the Board may be called by the President or Vice-president or by the Secretary or Treasurer on the direction of the President or Vice-president.

8.9. Quorum

At all meetings of the Board, a majority of Directors (including the executive) constitute a quorum;

8.10. Majority Vote

Save as in this By-law may otherwise provide, at all Meetings of the Board, every question shall be decided by a majority of the votes cast by the Board Members present, and in the case of an equality of votes, the Chair shall be entitled to vote.

8.11. Management of Affairs

The Board shall exercise general management and control of the affairs of the Association. They also may, subject to the provisions of the Act, the Articles of Incorporation, and the By-laws, make such rules, regulations, policies, and terms of reference as it may deem expedient for maintaining the objectives of the Association and subject as aforesaid, may alter or amend such rules, regulations, policies, and terms of reference.

9. **EXECUTIVE COMMITTEE**

9.1. Members

The Executive Committee shall consist of the President, Vice-President, Immediate Past President, Secretary, and Treasurer.

9.1.1. President

The President shall, when present, preside at all Annual and Special Meetings and at all Meetings of the Board. The President shall be the Association's Chief Executive Officer and is an ex officio member of all

Committees. The President shall possess and may exercise such powers and shall perform such other duties as may be assigned by the Board from time to time.

9.1.2. Vice President

The Vice President shall perform the President's duties during the President's absence, illness, or incapacity or during such period as the President may request him to do so.

9.1.3. Past President

The Past President shall serve as a Member of the Board for a term of two (2) years and, during this term, will possess and may exercise such other powers and duties as may, from time to time, be assigned by the Board.

9.1.4. Secretary

The Secretary shall keep the minutes of Annual, Special, and Board Meetings. Further, they shall attend to all the correspondence of the Board, prepare and receive all notices and documents, draft the minutes of all meetings, and generally perform all the ordinary duties of a secretary. They shall have custody of the Corporate Seal and shall have the power to certify all documents.

9.1.5. Treasurer

The Treasurer shall have charge of the finances of the Association and shall keep such books as may be prescribed or necessary and will work within the guidelines outlined in the Financial Policy of the Association. They shall have charge and custody of and be responsible for all funds of the Corporation, which they shall deposit in its name in such banks as may be designated by the Board from time to time. They shall submit a financial statement at the end of each fiscal year and whenever requested to do so by the President. They shall also be responsible for the collection of BCGA fees and all other monies due to the Association.

9.2. Duties

The Executive Committee shall have and may exercise all the powers of the Board for the management of the Association with full power and authority to act during any and all times that the Board is not able to be in session, up to any established limits which may be set from time to time by resolution of the Board. The Board must ratify all decisions of the Executive Committee at the next meeting unless a vote has been taken by polling ALL members of the Board with a two-thirds (2/3) majority. This polling can be done by electronic means.

- 9.3. Chair of the Executive Committee
The President shall be the Chair of the Executive Committee and shall not have a vote unless, in the case of equality of votes, the Chair shall have a vote.
- 9.4. Termination of Executive Committee
The Executive Committee may be terminated, its authority may be expanded or limited and any Officer may be removed from their Office by a resolution passed by two-thirds (2/3) majority of the Board.
- 9.5. Executive Committee Vacancy
Notwithstanding Section 8, should any of those named be unable or unwilling to act on the Executive Committee, then any vacancy on the Executive Committee may be filled by a majority vote at any meeting of the Board.
- 9.6. Remuneration for Officers, Committee Members and Directors
No Executive, Director, or Committee Member provided for under this By-law shall be entitled to receive or be paid any remuneration for any services rendered in the capacity as such Executive, Director, or a member of any such Committee. Subject to the approval of the Board, a Director, an Executive, or a member of any Committee may, however, be reimbursed such traveling and/or other expenses as they may incur in the performance of any duty, service, or function on behalf of the Association.

10. **NOMINATING COMMITTEE**

10.1. **Members**

There shall be a Nominating Committee appointed by the Board and made up of a minimum of three (3) Members composed of the President, the Immediate Past President, and any other member(s) of the Association (who may also be a member of the Board).

10.2. Duties

10.2.1. The Nominating Committee shall, thirty-one (31) days prior to the Annual General Meeting, transmit to the Secretary a Nominating Committee report containing the names of its nominees for membership on the Board for the following year.

10.2.2. The Nominating Committee shall be responsible, through its actions and in the names it puts forth, to ensure that the Membership of the Board reflects the diversity of the Membership,

10.2.3. There will also be a call for nominations from the floor at the Annual General Meeting.

10.3. Chair of the Nominating Committee

The Immediate Past President shall be the Chair of the Nominating Committee.

10.4. Vacancy on the Nominating Committee

If any vacancy occurs in the Nominating Committee, such vacancy shall be filled by a Member appointed by the Board of Directors.

11. **COMMITTEES OF THE BOARD**

The Board shall develop and approve Terms of Reference for each committee that includes but is not limited to, the scope and mandate of the committee and its obligation for reporting to the Board.

12. **AMENDMENTS**

Amendments and additions to the By-Laws of the Association provided that they are not in conflict with the foregoing purposes and objectives of the Association, may be adopted at any general meeting of the Association by a two-thirds vote of the members in good standing at such meetings, provided that due notice of each amendment and the addition shall have been given to each member at least ten (10) days before such meeting. Any amendments or additions so adopted shall immediately become effective, unless otherwise provided, provided that the repeal or amendment of any by-law not embodied in the Letters Patent shall not be effective or enforced or acted upon until the approval of the Provincial Secretary has been obtained.

13. **INDEMNIFICATION**

Every Officer and Director of the Association and his or her heirs, executors, administrators, and estate and effects, respectively, shall, from time to time at all times, be indemnified and saved harmless out of the funds and/or Insurance Policies entered into by the BCGA from and against:

- 13.1. all costs, charges, and expenses whatsoever that he, she, or it sustains or incurs in or about any action, suit, or proceeding that is brought, commenced, or prosecuted against him, her, or it for or in respect of any act, deed, matter or thing whatsoever made, done or permitted by him, her or it in or about the execution of duties of his, her or its office; and

- 13.2. all other costs, charges, and expenses that he, she, or it sustains or incurs or about or in relation to the affairs thereof, except such costs, charges, or expenses that are occasioned by his, her, or its own willful neglect or default.

14. **LIMITATION OF LIABILITY**

No Officer or Director shall be liable for the acts, receipts, neglects, or defaults of any other Director, Officer or employee of the Association; for any loss, damage or expense happening to the Association through the insufficiency or deficiency of title to any property acquired for or on behalf of the Association; for the insufficiency or deficiency of any security in or upon which any of the monies of the Association shall be invested; for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, securities or effects of the Association shall be deposited; for any loss occasioned by any error of judgment or oversight on the part of such Director or Officer; or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties or office or in resolution thereto; unless the same shall happen through the dishonesty of such Director or Officer.

15. **CONTRACTS**

Deeds, transfers, agreements, contracts, obligations, and other instruments may be signed on behalf of the Association by two individuals, one of whom holds the Office of President, Vice-president, Secretary, or Treasurer, and the other of whom holds one of the said offices. Any signing officer may affix the corporate seal to any instrument or document that requires the same. In addition, the Board may, from time to time by resolution, direct the manner in which and the individuals by whom any particular instrument, contract, or obligation or any class of instruments, contracts, or obligations may or shall be executed.

16. **BANKING ARRANGEMENTS**

The banking business of the Association, or any part thereof, shall be transacted with such chartered bank, trust company, credit union or other firm or corporation carrying on a banking business as the Officers may designate, appoint or authorize from time to time by resolution, and all such banking business, or any part thereof, shall be transacted on the Association's behalf by such one or more Officers and/or other individuals as the Board may designate, direct or authorize from time to time by resolution and to the extent therein provided, including, but without limiting the generality of the foregoing, the operation of the Association's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques and promissory notes, drafts, acceptances, bills of exchange and orders for the payment of money, the giving of receipts for and orders relating to any property of the Association, the execution of any agreement relating to the any such banking business and defining the rights and powers of the parties thereto, and the authorizing of any such officer of

such banker to do any act or thing on the Association's behalf to facilitate such banking business. All cheques will require two signatures by any two (2) of the President, Treasurer, and one other designated Member of the Board.

17. **AUDIT**

The Treasurer will annually prepare a financial statement and present such statement to the membership. The directors may, at their discretion, request that an audit of these statements be completed and reported there on.

18. **SEAL**

The corporate seal of the Association shall be in the form impressed in the margin hereof. The Secretary shall be the custodian of the corporate seal.

19. **FISCAL YEAR**

The fiscal year of the Association shall begin on April 1 and end on March 31 or on such other date as the Board may determine from time to time by resolution.

20. **INTERPRETATION**

In these Bylaws:

- 20.1. all terms contained in the Bylaws which are defined in the Act shall have the meanings given to such terms in the Act;
- 20.2. the headings used in the Bylaws are inserted for reference purposes only and are not to be considered or taken into account in construing the terms or provisions thereof or to be deemed in any way to clarify, modify or explain the effect of any such terms or provisions.

21. **BYLAWS**

The Board may, from time to time, pass Bylaws not contrary to the Act, or the Articles of Incorporation, and may by bylaw repeal or amend these Bylaws, or re-enact the same, but such bylaw or repeal or amendment shall be effective only until the next Annual Meeting, unless confirmed thereat and, in default of confirmation thereat, ceases to have effect at and from that time. The enactment of this Bylaw by the Members at a Meeting of Members shall constitute the consent of the Association for the indemnity in accordance with the provisions of Section "13" hereof.

22. **DISSOLUTION OF THE ASSOCIATION**

Upon the winding up or dissolution of the Association, the assets that remain after the

payment of all costs, charges, and expenses that are properly incurred in the winding up shall be distributed to a registered charity or registered charities as defined in the Income Tax Act (Canada), as may be determined by the Members of the Association at the time of winding up or dissolution. This provision shall be unalterable.

23. **PARLIAMENTARY AUTHORITY**

The parliamentary authority of the Association shall be Robert's Rules of Order.

24. **COMING INTO FORCE**

This Bylaw shall come into force when it has been sanctioned and confirmed by the members of the Association at a Meeting of Members called for the purpose. Upon the coming into force of this Bylaw, any previous ByLaws are repealed. Such repeal shall not affect the validity of any action taken or appointment made or right acquired, accrued, or accruing under such repealed Bylaw. Any act taken in accordance with the provisions of this Bylaw before it comes into force, including the fulfillment of its mandate and all appointments made or elections conducted on the basis thereof, are ratified and confirmed on the coming into force of this Bylaw. All resolutions of members, the Board, or committee with continuing effect passed under any repealed Bylaw shall continue in effect, except to the extent inconsistent with this Bylaw, until amended or repealed.

ENACTED this _____ of _____, _____

WITNESS _____

Joe Brown, President _____

The Corporate Seal of the Association