

NEW BRUNSWICK GOLF ASSOCIATION, INC.
GENERAL BY-LAWS

1. BUSINESS NAME(S)

New Brunswick Golf Association, Inc. (the “**Association**”) may operate under any business name(s) as may be approved by the Board of Directors (the “**Directors**” or the “**Board**”) and permitted under the laws of New Brunswick.

2. HEAD OFFICE

The Association’s head office will be located in Fredericton, New Brunswick, or at such location as may be determined from time to time by the Board.

3. FISCAL YEAR

The Association’s fiscal year shall terminate on December 31st each year.

4. SEAL

The corporate seal of the Association shall be in the form impressed in the margin hereof. The corporate seal shall not be used except for authority of a duly approved resolution of the Board or the membership. The seal shall be kept at the head office of the Association.

5. MEMBERS

5.1 Eligibility - Any formally organized golf club or golf operation shall be eligible for membership in the Association upon making written application, agreeing to the conditions of the Association's constituting documents (including these By-Laws and any policies implemented by the Directors from time to time) and paying the annual membership dues assessed by the Association from time to time, which shall include dues assessed by Golf Canada or any successor association.

5.2 Membership Categories – The Association’s membership shall include the following 3 categories of membership, with only Category 1 Members and Category 2 Members having voting rights:

- Category 1 Members: any golf club that has members who pay annual fees to that golf club or a golf course that offers other methods of payment to those individuals who have the intent of playing regularly on that course.
- Category 2 Members: any golf operation that is open to the public, but which has no Category 1 Members. For clarity, a single premises may be used for the operations of multiple Category 2 Members.
- Category 3 Members: any person - not otherwise a Category 1 Member or a Category 2 Member – that has paid a fee to and received services from Golf New Brunswick and/or Golf Canada. For clarity, Category 3 Members shall have no voting rights in relation to the Association’s affairs.

5.3 Membership Dues - Membership dues shall be determined by the Board of Directors and approved by the Membership at the fall meeting of member clubs as outlined in the Membership Policy.

5.4 Payment of Membership Dues - Dues shall be invoiced to each Member annually and paid forthwith to the Association. In any year, if the Association has not received full payment of membership dues, the non-paying Member may be subject to interruption of services and or further penalties as outlined below.

5.5 Non-Payment of Membership Dues - The Board shall be entitled to suspend or, alternatively, expel a Member for non-payment if annual dues are not paid in full by September 1st each year.

5.6 Suspension or Expulsion from Membership - All Members shall be bound by these By-Laws and the rules and decisions from time to time of the Board. Any Member that fails to comply with these By-Laws and policies of the Board shall be subject to suspension or expulsion from membership in the Association. Suspension or expulsion from the Association shall require positive votes by at least 75% of the Directors. No Member shall be suspended or expelled without due notice, together with full particulars of the reason for the suspension or expulsion, and the Member shall be given the opportunity to be heard by the Board prior to suspension or expulsion.

5.7 Appeal – A Member that has been suspended or expelled from membership in the Association may appeal the Board's decision in that regard at a special meeting of the Members.

5.8 Reinstatement - In the event of a Member's suspension or expulsion, the Member may apply for reinstatement by remedying the event which gave rise to the suspension or expulsion and submitting to the Board a written request for reinstatement.

5.9 Withdrawal - A Member may withdraw from the Association at any time by providing the Association with written notice of its intention to withdraw. For clarity, any Member that withdraws from membership in the Association gives up the rights and privileges of membership in both the Association and Golf Canada.

6. MEETINGS OF MEMBERS

6.1. Members shall have at least 2 regular meetings per year: the Fall Meeting; and the Annual General Meeting.

6.2. The Annual General Meeting shall be held at such place within New Brunswick, at such time not later than the 15th day of May in each year, as may be determined from time to time by the Directors. In addition to any matters required under the *Companies Act* (New Brunswick), the agenda for the Annual General Meeting shall include:

- call to order;
- confirm due notice of the meeting was given and that a quorum is present;
- approve minutes of the last Members' meeting;
- present annual reports of officers, Directors, and committee chairpersons;
- report of the Nominating Committee; and
- present and approve of audited financial statements and auditor's report of the Association for the previous fiscal year;
- present and approve of the proposed budget;

- such further business as may properly come before the meeting and for which notice has been duly given.

6.3. The Fall Meeting of the Members shall be held at such place within the Province of New Brunswick at such time not later than the 15th of December in each year as may be determined from time to time by the Directors. The agenda for the Fall Meeting shall include:

- call to order;
- confirm due notice of the meeting was given and that a quorum is present;
- approve minutes of the last Members' meeting;
- present reports of officers, Directors and committee chairpersons;
- appoint an auditor;
- such further business as may properly come before the meeting and for which notice has been duly given.

6.4. Special Meetings of the Members may be called by the President or the Board upon the written request of at least 5 Members. Written notice stating the time and place of the Special Meeting and a description of the business to be discussed at the Special Meeting shall be communicated via email to each Member at least 14 days prior to the date of the meeting.

6.5 Notice of Meeting: Notice of the time and place of any Members' meetings shall be sent at least 14 days prior to the holding of such meeting. Any notice may be duly given to the Members using the email address of each Member as shown in the Association's records and by posting notice on the Association's website.

6.6. At every meeting of the Members, a Member may have in attendance 1 or more persons associated with it. To be officially represented at any Members' meeting, the Member shall select 1 representative associated with it who shall be authorized by it and entitled to vote on behalf of such Member on all matters which may come before any such meeting.

6.7 A representative of a Member must be a member of the relevant golf club or operation, as applicable.

6.8 Participation by Electronic Communication Facilities: Any Member's representative may attend and participate in any meeting of Members by means of telephone, virtual or other communications facilities that permit all persons participating in the meeting to hear each other. A Member's representative participating in a meeting by such means shall be deemed to be present at the meeting.

6.9 Voting Procedures: At any meeting of Members, each Category 1 Member and Category 2 Member shall, through its selected representative, be entitled to 1 vote. Category 3 Members shall not be entitled to vote.

6.10 Quorum: Representatives of 8 Members shall constitute a quorum at any meeting of the Members of the Association, but a lesser number may adjourn a meeting to a stated time and place.

7. DIRECTORS

7.1. The management of the affairs of the Association shall be vested in the Board of Directors, who shall have the power to act and supervise all the affairs of the Association including, but not limited to, the power to incur indebtedness, authorize expenditures, set dues, organize tournaments, and affiliate with other associations, including Golf Canada and other provincial associations.

7.2. The Board shall be comprised of not less than 6 and not more than 11 Directors. The Board shall consist of the President, the Vice-President, the immediate Past President, and Directors at large that may act as the chair of a standing or operating committee or zone representative. All individuals on the Board, except the Past President and 2 Directors appointed by the President shall be elected at the Annual General Meeting of the Members.

7.3 The nomination of individuals for election to the Board shall be carried out by the nominating committee pursuant to its terms of reference and nominating procedure.

7.4 Each Director's term of office shall be for 2 years from the Annual General Meeting at which they were elected or until their successor is elected.

7.5 In case of a vacancy on the Board, for any cause or reason, the Board may appoint an individual to fill the vacancy. A person appointed by the Board to fill a vacancy shall hold office until the next Annual General Meeting. (Excluding the President).

7.6 Each Director shall be limited to serving not more than three (3) consecutive terms as a Director, provided that terms during which a person serves as President or Past President will be excluded from such calculations.

7.7. A Director may be removed from office before the expiration of their term if they cease to be a member of a Category 1 Member or a Category 3 Member, or if there is a resolution in favour of the Director's removal adopted by 75% or more of the Members at a duly constituted meeting of the Members.

7.8. Persons who have long service in the Association may by resolution of the Board be admitted to honorary life membership in the Association. Any Life Member shall have the right to attend all meetings of the Association and shall have a deliberative voice therein but shall have no right to vote.

7.9 No remuneration is to be paid to the Board, but a Director shall be entitled to reimbursement for travelling and other expenses related to any services undertaken at the request of the Board.

8. MEETINGS OF DIRECTORS

8.1 The Board shall meet at least 6 times during the calendar year. The President or any 2 Directors may at any time call a meeting of the Board.

8.2 Notice of Meeting: Notice of any meeting of the Board shall be given to each Director by email at least 10 days before the meeting.

8.3 At any meeting of the Board, a simple majority of Directors shall form a quorum for the transaction of business.

8.4 Questions arising at any meeting of the Board shall be decided by a majority of the votes. In the case of an equality of votes, the chairperson shall have the tie-breaking vote.

8.5 Any Director may attend and participate in any meeting of the Board by means of telephone or other communication facilities that permit all persons participating in the meeting to hear each other. A Director participating in a meeting by such means shall be deemed to be present at the meeting.

9. OFFICERS

9.1 The officers of the Association shall consist of the President, the Vice-President, the Secretary and the Treasurer. The office of Secretary and Treasurer may be held by the same person. The officers of the Association shall be elected by the Directors and confirmed/approved by the Members at each Annual General Meeting to serve a term of 2 years or until their successors are elected. All officers shall be subject to removal with cause by resolution of the Board at any time.

9.2 No remuneration is to be paid to the officers of the Association, but an officer shall be entitled to reimbursement for travelling and other reasonable expenses incurred in performance of the officer's duties.

9.3 In case of absence of the President, the Vice-President or of any other officer of the Board, or for any other reason that the Board may deem sufficient, the Board may delegate from time to time the powers of such officer to any other officer or any Director, provided that a majority of the Board concur therein.

9.4 The President shall be the Chief Executive Officer of the Association and shall:

- be an ex-officio member of all committees of the Association;
- preside at meetings of the Board;
- act as chairperson at all meetings of the Members of the Association;
- sign all instruments which require signature of the President;
- perform all duties incident to the office;
- have such powers and duties as may from time to time be assigned to them by the Board.

9.5 The Vice-President shall be vested with all the powers and shall perform all the duties of the President in the absence or disability or refusal to act of the President. The Vice-President shall have such other powers and duties as may from time to time be assigned to them by the Board.

9.6 The Secretary shall:

- issue or cause to be issued notices of all meetings of the Members and of the Board;
- have charge of the minute and membership record books of the Association;
- have custody of the corporate seal of the Association;
- exhibit the minute and membership books of the Association to any Director upon request;
- sign with the President or other signing officer or officers of the Association such instruments as may require their signature; and
- have such other powers and duties as may from time to time be assigned to them by the Board.

The Board may delegate all or portions of the duties of the Secretary from time to time to the Executive Director of the Association, if applicable.

9.7 The Treasurer shall:

- have supervision of the financial affairs and carry out the financial policies of the Association;
- before the end of each fiscal year, prepare and present to the Board a proposed budget of expenditures for the ensuing year, recommending specific appropriations for each standing or other committee;
- have the care and custody of all funds and securities of the Association and shall deposit same in the name of the Association in such bank or banks or with such depository or depositories as the Board may direct;
- exhibit the financial books and accounts to any Director upon request;
- sign or countersign such instruments as require their signature;
- have also such other powers and duties as may from time to time be assigned to them by the Board;
- serve as chairperson of the Finance Committee;
- perform all duties incident to their office or that are properly required of them by the Board.

9.8 Executive Director: The Executive Director shall perform all duties as may be determined or instructed from time to time by the Board.

10. GOLF CANADA PROVINCIAL COUNCIL REPRESENTATIVE

10.1 The Board shall nominate a Director to represent the Association on the Provincial Council of Golf Canada. Although not mandatory, there is a desire to have the Association's President be the Provincial Council of Golf Canada Representative.

10.2 The Provincial Council Representative will be elected annually by the Members.

11. COMMITTEES

11.1. The Association shall have the following standing committees:

- Finance Committee;
- Personnel Committee;
- Nominating Committee.

11.2 The President shall appoint annually the chairperson of all standing committees from the Directors. Members of each committee shall be appointed by the President and/or the chairperson of each committee. Terms of reference for each committee shall be revised and approved by the Board.

11.3 All Directors shall have a vote, but where individuals are serving on the Board in more than 1 capacity, they shall only be entitled to 1 vote. At the invitation of the President, additional individuals may be invited to attend specific meetings of the Board, but these additional individuals may not vote.

11.4 Further ad hoc or special committees may be appointed by the Board from time to time for a special task and shall be dissolved automatically on the completion of the task and the submission of a written report.

12. FINANCES

12.1. The Association will have 1 budget that will cover all the Association's programs and services.

12.2. The Association will maintain a minimum of 1 bank account.

12.3. All cheques for Association business will be issued from the Association's bank account.

12.4. The banking business of the Association or any part thereof shall be transacted with such chartered bank, trust company, or other firm or corporation carrying on a banking business as the Board 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 1 or more officers and/or other persons 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, lodging, depositing or transferring of any cheques and promissory notes, 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 any such banking business and defining the rights and powers of the parties thereto, the authorizing of any officers of such banker to do any act or thing on the Association's behalf to facilitate such banking business.

13. AUDITORS

At the Fall Meeting of the Members, an auditor or auditors shall be appointed for the purpose of examining and verifying all books, vouchers, and accounts of the Association. The Auditors shall report thereon with a statement of income and expenditures after the close of each fiscal year in accordance with Canadian Accounting standards for not-for-profit organizations.

14. CONTRACTS

All contracts, obligations, deed, or transfers on behalf of the Association shall be signed by the President or Vice-President and also by the Secretary or Treasurer, and where required the corporate seal shall be affixed to such instruments. The Board may, notwithstanding any provisions to the contrary, appoint a Director as an additional signatory by whom any instrument or instruments, contract or contracts, obligation or obligations may be executed.

15 INDEMNITY & NON-LIABILITY

15.1 Each Director of the Association shall assume office on the express understanding, agreement and condition that every Director of the Association shall from time to time and at all times be indemnified and saved harmless out of the funds of the Association from and against all costs, losses, charges and expenses whatsoever which such Director sustains or incurs in or about any action, suit or proceeding which is brought, commenced or prosecuted against the Director or in respect to any act, deed, matter or thing whatsoever made, done or permitted by the Director about the execution of their duties, and also from and against all other costs, losses, charges and expenses whatsoever, including travelling expenses, which the Director sustains or incurs in or about or in relation to the affairs of the Association, except such costs,

losses, charges, or expenses as are occasioned by the Director's own willful neglect or default. No Director of the Association shall be liable for the acts, receipts, neglects or defaults of any other Director or officer or employee of the Association or for joining in any receipt or act for conformity or for any loss, damage or expense happening to the Association through the insufficiency or deficiency of title to any property acquired by order of the Board for or on behalf of the Association or for the insufficiency or deficiency of any security in or upon which any of the money, of or belonging to the Association shall be placed out or invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, firm or corporation with whom or which any monies, securities or effects of the Association shall be lodged or deposited or for any other loss, damage or misfortune whatsoever which may happen to the Association in the execution of the duties of the Director's respective office or in relation thereto unless the same shall happen by or through the Director's willful neglect or default.

15.2 The Association shall not indemnify a Member, Director, officer, committee member or any other person unless the person acted honestly and in good faith with a view to the best interests of the Association.

15.3 The Association shall purchase and maintain such insurance for the benefit of its Members, Directors, officers and committee members as the Board may determine appropriate from time to time.

16. AMENDMENTS

These By-Laws may be amended, repealed, or re-enacted by the approval of 2/3 of the Board, with the provision that they shall be approved at the next meeting of the Members or at any Special Meeting thereof, provided that the notice outlining the proposed changes shall have been given to Members at least 30 days before the date of such Members' meeting. An affirmative vote of at least 2/3 of the voting Members present at such meeting shall be required to pass the changes.

ENACTED by the Directors on the 20th day of October, 2022.

APPROVED, RATIFIED AND CONFIRMED by the Members on the 20th day of November, 2022.

NEW BRUNSWICK GOLF ASSOCIATION, INC.



Per: _____
President



Per: _____
Secretary