



BYLAWS

Sherwood Park Fish and Game Association Bylaws

Table of Contents

Article 1 Defining and Interpreting the Bylaws.....	3
1.1 Definitions	3
1.2 Interpretation	5
Article 2 Memberships.....	5
2.1 Classification of Members.....	5
2.2 Admission of Membership	6
2.3 Membership Fees.....	6
2.4 Rights, Privileges, and Obligations of Members.....	7
2.5 Discipline and Termination of Membership	8
2.6 Transmission of Membership.....	9
2.7 Continual Liability for Debts Due.....	10
2.8 Limitation on the Liability of Members.....	10
Article 3 Meetings of the Association	10
3.1 Types of Meetings	10
3.2 Conduct of Meetings.....	11
3.3 Rules Applicable to Conduct of Meetings.....	11
3.4 Quorum	11
3.5 Proceedings at General, Annual General and Special General Meetings.....	11
Article 4 The Government of the Association	12
4.1 Board of Directors.....	12
4.2 Board Committees.....	17
4.3 Standing Committees	17
Article 5 Finance and Other Management Matters	19
5.1 The Registered Address	19
5.2 Finance and Auditing.....	19
5.3 Seal of the Association	20
5.4 Inspection of the Books and Records of the Association.....	20
5.5 Borrowing Powers	20
5.6 Remuneration.....	21
5.7 Protection and Indemnities	21
Article 6 Amending the Bylaws	22
Article 7 Assets of the Association	22
7.1 Acquisition of Fixed and General Assets.....	22
7.2 Inventory of Fixed and General Assets	22
Article 8 General.....	22
Article 9 Dissolution	22

Sherwood Park Fish and Game Association Bylaws

Article 1 Defining and Interpreting the Bylaws

1.1 Definitions

In these Bylaws unless the context otherwise requires:

- 1.1.1 "Act" means the Societies Act, R.S.A. 2000 Chapter S-14, as amended, or any statute substituted for it.
- 1.1.2 "Affiliated Organization" means an entity that is legally distinct from the Association, but is organized and operated for the benefit, or in support, of the Association, or conducts activities that advances the mission of the Association through a formal corporate membership, Memorandum of Understanding or other agreement. Unless otherwise expressly authorized by the Board, such entities must hold valid non-profit or charitable status under applicable federal or provincial laws.
- 1.1.3 "Association" means the Sherwood Park Fish and Game Association.
- 1.1.4 "Board" means the Board of Directors of the Association.
- 1.1.5 "Board Member" means a Person serving as a member of the Board of the Association.
- 1.1.6 "Bylaws" means these Bylaws as amended.
- 1.1.7 "Chairperson" or "Chair" means the presiding Board Member at any meeting of the Association or meeting of the Board.
- 1.1.8 "Dependent" includes a spouse or partner, and all children under eighteen (18) years of age, as of January 1 of the membership year residing at the same address, or to whom the Member has any guardianship over.
- 1.1.9 "Director" means any Person elected or appointed to the Board.
- 1.1.10 "Facility Rules" means the operational rules of the recreational property, archery ranges, and firearms ranges found on the Association's website.
- 1.1.11 "Facility and Safety Orientation" means an in-person or online orientation of the facilities, Facility Rules, Bylaws, and any other general information deemed important.
- 1.1.12 "Family Membership" has the meaning ascribed in Article 2.1.2.
- 1.1.13 "Finance Committee" has the meaning ascribed in Article 4.3.1.

Sherwood Park Fish and Game Association Bylaws

- 1.1.14** "Fiscal Year" means January 1 to December 31 of each year.
- 1.1.15** "Good Standing" has the meaning ascribed in Article 2.4.3.
- 1.1.16** "Governance Committee" has the meaning ascribed in Article 4.3.2.
- 1.1.17** "Life Membership" has the meaning ascribed in Article 2.1.4.
- 1.1.18** "Meeting of the Association" means any of the meetings as specified in Article 3.1.
- 1.1.19** "Member" means a member of the Association in accordance with Article 2.1.
- 1.1.20** "Member Discipline Committee" has the meaning ascribed in Article 4.3.3.
- 1.1.21** "Notice" means any form of communication method to the Members, including but not limited to, regular mail, email, newsletter, or social media post.
- 1.1.22** "Officers" means the Persons or positions listed in Article 4.1.2.
- 1.1.23** "Person" means an individual human being.
- 1.1.24** "Range Privileges" means the authorization to access and use the Association's firearms ranges.
- 1.1.25** "Regular Membership" has the meaning ascribed in Article 2.1.1.
- 1.1.26** "Standing Committee" has the meaning ascribed in Article 4.3.
- 1.1.27** "Special Resolution" means: a resolution passed at a Meeting of the Association of which not less than 21 days' notice specifying the intention to propose the resolution has been duly given, by the vote of not less than seventy-five percent (75%) of the voting Members in attendance.
- 1.1.28** "Youth Membership" has the meaning ascribed in Article 2.1.3.

Sherwood Park Fish and Game Association Bylaws

1.2 Interpretation

1.2.1 The following rules of interpretation must be applied in interpreting these Bylaws.

1.2.2 Singular, Plural and Gender:

Words in the singular include the plural and vice-versa, and words in one gender include all genders.

1.2.3 Headings:

Headings are for convenience only. They do not affect the interpretation of the Bylaws.

1.2.4 Liberal Interpretation:

These Bylaws must be interpreted broadly and generously.

Article 2 Memberships

2.1 Classification of Members

There are four (4) categories of members:

- a) Regular Membership
- b) Family Membership
- c) Youth Membership
- d) Life Membership

2.1.1 Regular Membership

A Regular Membership is for adult individuals eighteen (18) years of age or older on the date of purchase. This membership includes access to the Association's recreational facilities and archery range.

If optional Range Privileges are purchased, then membership benefits will also include access to the firearms ranges for an additional fee.

2.1.2 Family Membership

A Family Membership is for families whose head of household is eighteen (18) years of age or older on the date of purchase and includes their Dependents. This membership includes access to the Association's recreational facilities the archery range.

If optional Range Privileges are purchased, then membership benefits will also include access to the firearms ranges for an additional fee.

Sherwood Park Fish and Game Association Bylaws

2.1.3 Youth Membership

A Youth Membership is for individual children under the age of eighteen (18) on the date of purchase. This membership includes access to the Association's recreational facilities and archery range. This membership also includes access to the firearms ranges. If the youth Member does not hold a current Minor's License, they must be directly supervised by an adult Member with Range Privileges to use the firearms ranges.

2.1.4 Life Membership

A Life Membership is a Member or former Member of the Association, recommended by the Board for recognition of long service or exemplary behaviour in the activities of the Association and who is thereafter appointed by a Special Resolution at an Annual General Meeting and who will not be required to pay any membership fees. Life Memberships shall include a Family Membership with Range Privileges.

2.2 Admission of Membership

2.2.1 Qualification for Membership

Membership is available to any Person who has an interest in, or an intention to become interested in, supporting, directly or indirectly, the vision, mission, objectives, policies, and rules of the Association.

2.2.2 Application for Membership

Any Person qualified under the provisions of Article 2.2.1 of these Bylaws and desiring to become a Member of the Association shall apply for membership by delivering to the Association an application in a form approved by the Directors duly completed by the applicant and by payment of the appropriate membership fee prescribed pursuant to these Bylaws.

2.2.3 Directors to Consider Application

The Directors may accept or reject any application for membership, and where an application for membership is rejected, the Association shall return any membership fee paid by the applicant.

2.3 Membership Fees

2.3.1 Membership Term

The membership term for Members shall be January 1 to December 31 in a given year.

Sherwood Park Fish and Game Association Bylaws

2.3.2 Setting Membership Fees

Membership fees shall be established by a seventy-five percent (75%) majority vote of the Board in attendance at a duly called meeting of the Board.

Membership fee increases of more than twenty percent (20%) require ratification by a majority vote of the Members present at any General Meeting of the Association, where Notice of the intention to propose changes to membership fees has been given to Members a minimum of twenty-one (21) days prior to the meeting.

2.4 Rights, Privileges, and Obligations of Members

2.4.1 Rights and Privileges

A Member shall have the right:

- a) to access the Association's facilities as provided by the Member's membership classification,
- b) to one (1) vote on matters of the Association during General Meetings and Special General Meetings,
- c) to become a Member of the Board if elected by a majority at the Annual General Meeting, or if appointed by the Board,
- d) to receive communications from the Association, and
- e) to inspect the Association's books and records as outlined in Article 5.4.

2.4.2 Obligations

All Members shall be obligated:

- a) to comply with Association rules, policies, and procedures, as established, posted, or published by the Board, from time to time,
- b) to accept the Membership Terms and Conditions, including the liability waiver, that are referenced during the membership application and renewal processes,
- c) to accept facility safety and system messages,
- d) to complete a Facility and Safety Orientation before receiving access to the Ketchamoot Creek recreational property, and
- e) to complete or repeat a Facility and Safety Orientation at regular intervals as deemed appropriate by the Board.

2.4.3 Member in Good Standing

A Member is in Good Standing when:

- a) the Member has paid their membership fees for the current membership year and any other required fees to the Association, or holds a current Life Membership, and
- b) the Member is not suspended or expelled as provided for under Article 2.5.2.2.

Sherwood Park Fish and Game Association Bylaws

2.4.4 Voting Members

The only Members who can vote at a Meeting of the Association are Members in Good Standing who are at least sixteen (16) years of age.

2.4.5 Voting by Members

Members are entitled to vote on matters put before them by the Board, in-person or electronically, at a Meeting of the Association in accordance with instructions provided by the Board.

Voting by proxy is not permitted.

2.4.5.1 Majority Vote

At all Meetings of the Association, every question, other than a Special Resolution, or as otherwise stated in these Bylaws, shall be determined by a majority vote of the Members present and in Good Standing.

2.4.5.2 Tie Vote

When there is a tie vote, without the President's vote, the President may vote in the affirmative, and such a vote adopts the motion. However, if the President abstains from voting, the motion is lost.

2.4.6 Representation of the Association

Only a Member who has been appointed by the Board may represent the Association. This appointment may be circumstance or time limited, as decided by the Board.

2.5 Discipline and Termination of Membership

2.5.1 Discipline of Members

All Member discipline matters will be primarily handled by the Member Discipline Committee as per Article 4.3.3 below.

Members may request to appeal a Member Discipline Committee's decision at a meeting of the Board. The request must be received by the Secretary within sixty (60) days from the notice of decision by the Member Discipline Committee.

2.5.2 Termination of Membership

2.5.2.1 A Member's membership in the Association is terminated when:

- a) the Member dies,
- b) a Member fails to maintain any qualifications for membership described in Article 2.4.3 of these Bylaws,

Sherwood Park Fish and Game Association Bylaws

- c) the Member withdraws by delivering a written notice to the Secretary of the Association, in which case such withdrawal shall be effective on the date specified in the notice; if no date is specified, the withdrawal is understood to be effective on the date of receipt of the notice,
- d) the Member is expelled in accordance with Article 2.5.2.2 below, or is otherwise terminated in accordance with the Bylaws,
- e) the Member's membership term expires, or
- f) the Association is liquidated or dissolved under the Act.

2.5.2.2

If the Member Disciplinary Committee determines that a Member should have their membership in the Association terminated, the Committee shall provide at least twenty-one (21) days' notice of this recommendation to the Member and the President. This notice shall include:

- a) confirmation of the immediate suspension of membership,
- b) the reasons for the recommended termination, and
- c) the date and time of the Board meeting that this recommendation will be discussed at.

The Member may attend the indicated Board meeting to speak on their behalf or make written submissions to the President within the notice period to be presented on their behalf. If written submissions are received in accordance with this Article 2.5.2.2, the Board will consider such submissions in arriving at a final decision. The Member Disciplinary Committee will present a summary of the case and the reasons for recommending expulsion. In the event that the Member is not present, and the Board upholds the recommendation for termination, the President, or such other Officer as may be designated by the Board, may proceed to notify the Member on the Board's decision within a further twenty-one (21) days from the date of the Board meeting.

2.5.2.3

All Members have the right to be represented by legal counsel at a Board hearing specified in Article 2.5.2.2.

2.5.2.4

Upon any termination of membership, the rights of the Member automatically cease to exist.

2.5.3

Refund of Fees

Membership fees are non-refundable, except with the express written authorization of the Board via the Vice President, Membership.

2.6

Transmission of Membership

No rights or privileges of any Member are transferable to another person.

Sherwood Park Fish and Game Association Bylaws

2.7 Continual Liability for Debts Due

If a Member ceases to be a Member by resignation or otherwise, the Member remains fully liable for any debts owing to the Association at the date they cease to be a Member.

2.8 Limitation on the Liability of Members

No Member in their individual capacity is liable for any debt or liability of the Association.

Article 3 Meetings of the Association

3.1 Types of Meetings

- a) Annual General Meeting
- b) General Meetings
- c) Special General Meetings

3.1.1 Annual General Meeting

The Annual General Meeting should be held at least once in every calendar year, and not more than 15 months after the last preceding Annual General Meeting. Notice shall be given to each Member in Good Standing at least twenty-one (21) days before the date of the Annual General Meeting.

The business at an Annual General Meeting is:

- a) the adoption of rules of order, if required,
- b) Minutes of the last Annual General Meeting,
- c) the report of the President,
- d) the report of the Finance Committee Chair with consideration of the financial statements,
- e) the report of the auditor, if any,
- f) the appointment of the auditor, if any,
- g) election of Directors,
- h) Resolutions, if any, and
- i) any other business that, under these Bylaws, ought to be transacted at an Annual General Meeting, or business which is brought under consideration by the Board and included with the Notice convening the Annual General Meeting.

3.1.2 General Meetings

General Meetings of the Members of the Association shall be held at the discretion of the Board. Notice shall be given to each Member in Good Standing at least twenty-one (21) days before the date of the General Meeting. The proposed

Sherwood Park Fish and Game Association Bylaws

agenda of any General Meeting shall be specified in the Notice.

3.1.3 Special General Meetings

The Board shall call a Special General Meeting upon receiving a written request, signed by not less than twenty-five (25) Members in Good Standing, sent to the President and the Secretary of the Association. After it has been requested, a properly called Special General Meeting shall be held as soon as possible after the next Board meeting, or by the date specified in the request. Notice shall be given to the Members in Good Standing at least twenty-one (21) days before the date of the Special General Meeting. The business of any Special General Meeting shall be confined to the business specified in the written request.

3.2 Conduct of Meetings

Any Member who wishes to place an item for discussion on the agenda for the Annual General Meeting or other General Meeting shall provide written notice to the President and Secretary of their request a minimum of 48 hours before the Board meeting immediately preceding that General Meeting.

3.3 Rules Applicable to Conduct of Meetings

3.3.1 Meetings of the Association may be held in-person or virtually by electronic means. If a Meeting of the Association is held by electronic means, eligible voters are deemed to be present if they have properly registered prior to the meeting. Voting may be completed during the meeting when possible, or within seventy-two (72) hours of the conclusion of the meeting.

3.4 Quorum

For all Meetings of the Association, twenty-five (25) Members in Good Standing shall constitute a quorum. For all electronic votes of the Association, votes cast by more than fifty percent (50%) of the registered electronic voting Members in Good Standing, or at least twenty-five (25) registered Members in Good Standing, whichever is greater, shall constitute a quorum.

3.5 Proceedings at General, Annual General and Special General Meetings

3.5.1 Attendance by the Public

Meetings of the Association are open to the public. A majority of the Members present may ask any Persons who are not Members to leave.

Sherwood Park Fish and Game Association Bylaws

3.5.2 Failure to Reach Quorum if required

The President shall cancel a General Meeting, Annual General Meeting or Special General Meeting if a quorum is not present within one (1) hour after the set time. If cancelled, the meeting shall be rescheduled within thirty (30) days.

3.5.3 Presiding Officer

The President, when present, shall Chair every meeting of the Association. A Vice President shall Chair in the absence of the President. In the absence of the President and Vice Presidents, a Chairperson may be appointed by the Board.

3.5.4 Failure to Give Notice of Meeting

No action taken at an Annual General Meeting or Special General Meeting is deemed invalid due to:

- a) unintentional omission to give any Notice to a Member,
- b) any Member not receiving any Notice, or
- c) an error in any Notice that does not affect the meeting.

Article 4 The Government of the Association

4.1 Board of Directors

As steward of the public trust, the Board shall be responsible for governance, the ongoing process of due diligence to assure the health and effectiveness of the Association. The Board shall have the full power to govern the affairs and property of the Association, in keeping with the Bylaws and the policies it establishes that define the Board's scope of authority and limitations.

The Board shall be comprised of a minimum of eight (8) and a maximum of twelve (12) Board Members, as determined from time to time by the Board. All Directors shall have identical rights and responsibilities unless such responsibility is specifically given to a certain Director pursuant to these Bylaws.

4.1.1 Composition of the Board

- a) President
- b) Vice President, Membership
- c) Vice President, Operations
- d) Treasurer
- e) Secretary
- f) Directors

Sherwood Park Fish and Game Association Bylaws

4.1.2 Officers

Officers of the Association are the: President, Vice President, Membership, Vice President, Operations, Secretary, and Treasurer.

4.1.2.1 President

The President is a voting member ex-officio of all committees, except the Member Discipline Committee and any other specific exclusions as voted by the Board. The President is responsible for the conduct of all the affairs of the Association.

4.1.2.2 Vice Presidents

The Vice President, Membership shall assume the duties of the President in their absence. If the Vice President, Membership is unable to act, the Vice President, Operations shall assume the President's duties.

4.1.2.3 Secretary

The Secretary shall keep all books and records of the Association, except those which are the responsibility of some other Officer under the Bylaws. In case of the absence of the Secretary, their duties shall be discharged by such Officer as may be appointed by the Board. The Secretary shall be responsible for sending all correspondence on behalf of the Association under the direction of the Board.

The Secretary shall arrange for all General Meetings or Special Meetings of the Association, attend such meetings, and keep accurate minutes thereof. The Secretary shall also perform such other duties as may be required to ensure the smooth and efficient conduct of the Association's business. The Secretary shall submit annual statements to Service Alberta and other official agencies as may be required by law.

The Secretary shall be the custodian of the Common Seal of the Association which whenever used shall be authenticated by the signature of the Secretary and the President, or, in the case of the death or inability of either to act, by the Vice-President(s).

4.1.2.4 Treasurer

The Treasurer shall manage the receipt and collection of all fees and other income of the Association and shall ensure such fees and other income are credited to the applicable accounts of the Association in a financial institution designated by the Board.

The Treasurer shall ensure that all accounts or claims which have been approved by the Board shall be paid.

The Treasurer shall ensure regular books of account and complete records of all monies received and disbursed by the Association are maintained and shall be

Sherwood Park Fish and Game Association Bylaws

responsible for the preparation of all financial statements of the affairs of the Association.

All monies received from patrons, bequests, or contributions shall be credited to the funds of the Association. Any surplus funds may be invested by the Treasurer in such a manner as may be approved by the Board.

The Treasurer shall present the financial statements of the previous year setting out the income, disbursements, assets and liabilities, and the Auditors Report. The Treasurer shall also review the current year's budget at the Annual General Meeting.

4.1.2.5 Directors

Other Directors shall perform such duties assigned by the Board that do not contravene the Act or these Bylaws. These positions are created by requirement and abolished at such time as they are longer required.

4.1.3 Eligibility

A Director must:

- a) be at least eighteen (18) years old,
- b) be a Member of the Association in Good Standing,
- c) not exceed the term limit restrictions outlined in Bylaw 4.1.5,
- d) not be currently serving on a Board of an Affiliated Organization,
- e) not be a relative of another current Board Member,
- f) not have been convicted of an act resulting in suspension of hunting, angling, trapping, or firearms privileges within the immediate past five (5) years,
- g) not have been removed from the Board by a motion of the Directors within the immediate past two (2) years,
- h) not have been declared incapable by any Canadian court, or a court in a jurisdiction outside of Canada, and
- i) not be in bankruptcy status

4.1.4 Elections

4.1.4.1

The Officers and Directors of the Association, who comprise the Board, shall be elected at the Annual General Meetings of the Association. The Governance Committee will present the slate of candidates for all positions.

A Person appointed or elected to be a Director becomes a Director if they were present at the meeting when being appointed or elected and did not refuse the appointment. They may also become a Director if they were not present at the meeting but consented in writing to act as Director before the appointment or election, or within ten (10) days after the appointment or election, or if they acted

Sherwood Park Fish and Game Association Bylaws

as a Director pursuant to the appointment or election.

4.1.4.2 Directors may hold no more than one (1) office.

4.1.4.3 For reasons of continuity, only half of the Officer and half of the Director positions are up for election each year and will be divided as follows:

a) Year 1:

- i) President
- ii) Vice President, Operations
- iii) Treasurer
- iv) Half of the Directors as determined by the Board

b) Year 2:

- i) Vice President, Membership
- ii) Secretary
- iii) Second half of the Directors

4.1.5 Term of Office

4.1.5.1 Directors shall serve a term of two (2) years from the date of their election. A full two-year term shall be considered to have been served upon the passage of two (2) Annual General Meetings. Directors shall take office immediately following the close of the Annual General Meeting at which they are elected.

4.1.5.2 No Director shall serve more than three (3) consecutive two (2) year terms. Fulfilling an incomplete term is not considered part of the term limit. Directors shall serve staggered terms to balance continuity with new perspective.

4.1.5.3 Outgoing Directors shall be eligible for re-election to the Board after the passage of one (1) Annual General Meeting.

4.1.5.4 Directors may not serve on the Board for more than a maximum of ten (10) years.

4.1.6 Vacancies

Vacancies on the Board, however caused, maybe filled by:

- a) appointment of a qualified Member by the Directors, or
- b) election at the next Annual General Meeting of the Association, or
- c) being abolished if obsolete or redundant.

A Director appointed under 4.1.6(a) or elected under 4.1.6(b) to fill a vacancy shall serve the unexpired term of their predecessor in office.

4.1.7 Ceasing to be a Director

A Director shall cease to be a Director and a vacancy shall be created upon:

Sherwood Park Fish and Game Association Bylaws

- a) the death of the Director,
- b) the Secretary and/or President receiving a written resignation from the Director, and the resignation shall be effective upon receipt unless specified otherwise,
- c) the Director is absent from three (3) meetings of the Board in a fiscal year without the consent of the Board,
- d) the Director being elected or appointed to a Board of an Affiliated Organization,
- e) the Director being convicted of an act resulting in any suspension of hunting, angling, trapping or firearms privileges,
- f) the bankruptcy of the Director,
- g) the incapacity of the Director,
- h) the Director being removed from the Board by a motion that passes with a seventy-five percent (75%) majority vote of the Board in attendance at a duly called meeting of the Board, having given fourteen (14) days' notice, or
- i) the Director no longer being a Member in Good Standing with the Association.

4.1.8 Meetings of the Board

4.1.3.1 Meetings of the Board shall be held as often as may be required, but at least once every three (3) months, with a minimum of eight (8) meetings each year.

4.1.3.2 The President or designate calls the meetings. The President must call a meeting if any two (2) Directors make a request in writing and state the business for the meeting.

4.1.3.3 Meetings of the Board shall be called with ten (10) days' notice in writing mailed to each member or with three (3) days' notice by electronic means.

4.1.3.4 A majority of Directors entitled to be in office, including a minimum of one (1) Officer, shall constitute a quorum at a Board meeting.

4.1.3.5 If there is no quorum, the President or designate shall adjourn the meeting to the following week.

4.1.3.6 Voting at meetings of the Board is a privilege exclusively reserved for Board Members. A Board Member's voting privilege is not delegable or transferable by means of a proxy. A Board Member must be present in person or via electronic means at the time of a vote during a meeting of a Board for their vote to be registered.

4.1.3.7 Any Member may attend a meeting of the Board. If they wish to add a topic to the

Sherwood Park Fish and Game Association Bylaws

agenda, they must provide written notice to the President or the Secretary a minimum of forty-eight (48) hours in advance.

4.2 Board Committees

4.2.1 Establishing Committees

The Board may appoint committees to advise the Board.

4.2.2 General Procedures for Committees

4.2.2.1 A Board Member Chairs each committee created by the Board.

4.2.2.2 The Chairperson calls committee meetings. Each committee:

- a) Records minutes of its meetings,
- b) Distributes these meeting minutes to the committee Members, and
- c) Provides reports to each Board meeting if the Board requests.

4.2.2.3 A majority of the committee members present at a meeting is a quorum.

4.2.2.4 Each member of the committee including the Chairperson has one (1) vote at the committee meeting.

4.3 Standing Committees

The Board establishes these Standing Committees:

- a) Finance Committee
- b) Governance Committee
- c) Member Discipline Committee

4.3.1 Finance Committee

4.3.1.1 Consists of the Treasurer, who is the Chairperson, and the financial advisor appointed by the Board.

4.3.1.2 Is responsible for:

- a) recommending budget policies to the Board,
- b) recommending policies on disbursing and investing funds to the Board,
- c) establishing policies for Board and Committee expenditures,
- d) arranging audits of the books, and
- e) reporting on the year's financial activities.

4.3.2 Governance Committee

4.3.2.1 Consists of a Board appointee who Chairs the Committee, and two (2) other Members appointed by the Board.

Sherwood Park Fish and Game Association Bylaws

4.3.2.2

Is responsible for the following:

- a) make nominations in accordance with the Bylaws for members of the Board,
- b) conduct ongoing examinations of how the Board is functioning and how well it is fulfilling its responsibilities and living up to the organization's objectives,
- c) identify and update Board Member job descriptions and work to recruit a Board that has the skills and expertise needed to meet the organization's objectives,
- d) identify potential Board Members and maintain information about candidates,
- e) establish and regularly update leadership succession plans for key board positions (e.g., President, Treasurer),
- f) ensure that new Board Members receive appropriate orientation and have adequate materials and understanding of their roles and responsibilities,
- g) evaluate Board Members and determine their eligibility for reelection,
- h) involve all Board Members in continuing education throughout their terms,
- i) ensure that appropriate communications are taking place in order to keep Board Members fully apprised of activities, and
- j) evaluate the Bylaws and propose revisions as needed.

4.3.2.3

In discharging their duties under this mandate, each member of the Committee shall be obliged to exercise the care, diligence, and skill a reasonable person would exercise in comparable circumstances.

4.3.2.4

In discharging its duties under this mandate, the Committee may seek and rely in good faith upon any report of a lawyer, accountant, a Director of the Association, or any other person whose profession provides credibility to the statement made by such person.

4.3.3

Member Discipline Committee

4.3.3.1

The Member Discipline Committee consists of the Vice President, Membership, who is the Chairperson, and two (2) other Members appointed by the Board.

4.3.3.2

The Member Discipline Committee has the primary objective of member education rather than punitive action. All efforts are to be made to find productive ways to engage with members when issues arise and to achieve mutually beneficial solutions.

4.3.3.3

The Member Discipline Committee is responsible for:

- a) convening when Member discipline issues are brought forward in relation to a Member:

Sherwood Park Fish and Game Association Bylaws

- i) violating any provision of the Bylaws, or written policies or procedures of the Association,
 - ii) carrying out any conduct has been determined by the Board to be unsafe or improper, or
 - iii) carrying out any conduct which may be detrimental to the Association as determined by the Committee in its sole discretion.
- b) investigating and speaking with Members and witnesses as required,
 - c) making the necessary decisions and dispensing the discipline it deems appropriate directly (e.g., educational measures, suspensions, recommendations for termination, etc.), and
 - d) reporting a summary of any decisions and/or recommendations for termination to the Board at the next executive meeting.

4.3.4 Decisions of the Board

All decisions of the Board are final and binding.

Article 5 Finance and Other Management Matters

5.1 The Registered Address

The Registered Address of the Association is located in Sherwood Park.

5.2 Finance and Auditing

The Fiscal Year ends on December 31 each year.

5.2.1 Execution of Documents

Deeds, transfers, assignments, contracts, obligations, and other instruments in writing requiring execution by the Association may be signed by any two (2) of its Officers or Directors. In addition, the Board may from time to time direct the manner in which and the Person or Persons by whom a particular document or type of document shall be executed. Any signing Officer may certify a copy of any instrument, resolution, by-law, or other document of the Association to be a true copy thereof.

5.2.2 Banking Arrangements

The banking business of the Association shall be transacted at such bank, trust company or other firm or corporation carrying on a banking business in Canada or elsewhere as the Board may designate, appoint, or authorize from time to time by resolution. The banking business or any part of it shall be transacted by any two (2) Officers of the Association and/or other Persons as the Board may by resolution from time to time designate, direct or authorize.

Sherwood Park Fish and Game Association Bylaws

Notwithstanding the dual authorization requirement, the Treasurer may directly authorize Canada Revenue Agency remittances.

5.2.3 Financial Review

All books and accounts of the Association shall be reviewed yearly by a duly qualified accountant, appointed by the Board, in preparation for the Association's mandatory filings. A financial statement shall be made available to the Treasurer prior to March 31 of the year following the year under review. The Treasurer shall present a financial statement to the Members.

5.2.4 Financial Audits

All books and accounts of the Association should be audited yearly by a duly qualified accountant, appointed for the purpose, and an audit report shall be made available to the Treasurer.

5.3 Seal of the Association

5.3.1 Custody and Use of the Seal

There shall be a Common Seal of the Association which shall be affixed by the Secretary, to all contracts or other written documents or instruments to which the Seal of the Association is required to be affixed, under signatures of such Officers of the Association as may be prescribed by the Board. The Common Seal of the Association shall be in the custody of the Secretary.

5.4 Inspection of the Books and Records of the Association

The books and records of the Association may be inspected by any Member upon receipt of a written request for such an inspection by the Secretary, or by such other Officers of the Association whose records are concerned in the inspection request. The request must be received no less than three (3) weeks prior to the proposed inspection date. The books and records of the Association will be made available for inspection at a mutually agreeable time and place, not to exceed six (6) weeks from the time of the request. Inspection of the books and records may be carried out either in person or electronically as agreed upon by the requestor and the Secretary or other Officer of the Association.

The Annual Financial Report shall be made available upon request of the Members.

5.5 Borrowing Powers

5.5.1

The Board may:

- a) borrow money on the credit of the Association, and

Sherwood Park Fish and Game Association Bylaws

- b) issue, sell, or pledge security to the Association, or
- c) charge, mortgage, hypothecate, or pledge all or any of the real or material property of the Association; including rights, powers, franchise, undertakings and book debts to secure any security or any money borrowed or debts or any other obligation or liability of the Association.

5.5.2 Debentures

For the purpose of carrying out the objectives of the Association, the Board may borrow or raise or secure the payment of money in such manner as they see fit, being limited only by the Bylaws of the Association, or by law. No debenture shall be issued except by a Special Resolution of the Association.

5.6 Remuneration

5.6.1 Unless authorized at any Board Meeting and after notice for same shall have been given, no Director or other Member of the Association shall receive any remuneration for the execution of duties as a Member or Director of the Association.

5.6.2 Payment of Expenses

Payments to Directors or other Members of the Association for expenses incurred in the ordinary routine operation of the Association's business may be made in accordance with policies or procedures established by the Board.

5.6.3 Conflict of Interest

To avoid conflict of interest, no Board Member will be eligible to bid or be awarded Association contracts unless otherwise approved by the Board. In all cases, the involved Board Member shall abstain from voting on the approval of such contracts.

5.7 Protection and Indemnities

5.7.1 Each Director holds office with protection from the Association. The Association indemnifies each Director against all costs or charges that result from any act done in their role for the Association. The Association does not protect any Director for acts of fraud, dishonesty, or bad faith.

5.7.2 No Director is liable for the acts of other Directors or employees of the Association. No Director is responsible for any loss or damage due to bankruptcy, insolvency, or wrongful act of any Person, body corporate, partnership, trust, unincorporated organization, firm, corporation, or other entity dealing with the Association. No Director is liable for any loss due to an oversight or error in judgment, or by an act in their role for the Association, unless the act is fraudulent, dishonest, or made in bad faith.

Sherwood Park Fish and Game Association Bylaws

Article 6 Amending the Bylaws

- 6.1** The Bylaws of the Association shall be made, altered, and rescinded only by a Special Resolution.

Article 7 Assets of the Association

7.1 Acquisition of Fixed and General Assets

The Board shall establish and approve procedures for the acquisition of all fixed and general assets to be acquired by the Association.

7.2 Inventory of Fixed and General Assets

The Treasurer shall ensure that an inventory of all fixed, current, and general assets of the Association is completed at the close of the fiscal year and provide a report to the Board at the February meeting of the Board. All Members controlling and having custody of accountable assets shall provide the Treasurer with a complete inventory of all assets under their control or return such assets to the Treasurer by the January Board meeting. All Members shall also return any Association assets immediately upon request of the Board, or immediately following their relinquishment of control and custody of such assets.

- 7.3** The Association shall hold all property, income arising therefrom, acquired by possession, gift, and bequest or otherwise solely for the objectives and purposes for which the Association is incorporated.

Article 8 General

- 8.1** In all matters not governed specifically by these Bylaws, the provisions of the Act and policies approved by the Board shall apply.

Article 9 Dissolution

- 9.1** Should the Association disband at any time in the future, all assets, after payment of all debts, shall be donated to a Canadian charity, preferably one which is founded on conservation principles similar to those of the Association. The decision as to which charity is to benefit hereby shall be the responsibility of the Board at the time of disbanding.