Operations Manual

i) Introduction

This manual contains the policies, procedures and rules adopted by the Board of Directors of the Mount Brenton Golf Course Ltd.

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MOUNT BRENTON GOLF COURSE LTD. IS A SHAREHOLDER-CONTROLLED AND DIRECTED NOT-FOR-PROFIT ORGANIZATION WHICH AIMS TO PROVIDE THE CENTRAL ISLAND COMMUNITY WITH AN AFFORDABLE AND HIGH-QUALITY GOLF EXPERIENCE. THE CLUB SEEKS TO ATTRACT AND RETAIN LOYAL MEMBERS AND ENCOURAGES ALL RESIDENTS AND VISITORS TO ENJOY ITS GOLF, FACILITIES AND NATURAL BEAUTY.

Derived from the **Mission Statement** are the following **Commitments**:

- 1. Providing, developing and maintaining a high-quality golf course and continually striving to improve playability, functionality, and attractiveness of the setting to the highest order.
- 2. Providing an inclusive and respectful atmosphere for members, guests and the public.
- 3. Offering competitive green fees and equitable member dues.
- 4. Providing Clubhouse amenities (pro shop, food and beverage, office, etc.) which appeal to members, residents and visitors.
- 5. Providing careful and responsible management of finances in accomplishing the mission.

iv) Compliance

The policies, procedures and rules in this manual are intended to comply with the current Business Corporations Act, ("Act"), and Articles of the Mount Brenton Golf Course Ltd. ("Club").

1. Governance and Board of Directors

This section contains statements about the Board of Directors ("Board"). It speaks to its own operations, procedures and practices, and its own conduct as a Board. Some statements will set forth guidelines concerning our closest relationships, both external and internal, and in matters related to policy development for members, green fee players, employees, contractors and their staff.

1.1. Mandate and Authority of the Board

- 1. The Board has the responsibility to the shareholders in serving the Club effectively in its external relations with the community, government, and to the governing golf bodies.
- 2. The Board must manage and supervise the business and financial affairs of the Club in accordance with the Act and its Articles, and has the authority to exercise all powers conferred by the Act and the Articles.
- 3. The Board has the authority to establish policies and to see they are properly carried out by the staff and indirectly, through the President and committees of the Board, oversee their functioning. Such authority includes, but is not limited to, supervision and management of the Office staff, the Head Professional, Pro Shop and Golf Operations, the Grounds Superintendent and Grounds Crew, and the operation of the Food and Beverage Operation.
- 4. The Board shall oversee management of all facilities and equipment owned and operated by the Club.
- 5. The Board may institute rules for the effective operation of the Club and the conduct of members, guests, staff and contractors.
- 6. The Board may appoint a lawyer and seek such legal advice as may be required from time to time in operation of the Club.
- 7. Any requests for legal opinions must be approved by the Board. Every Director must review and acknowledge receipt of all legal responses.
- 8. The Board shall recommend the appointment and remuneration of an Auditor for preparation of the annual audit and financial reports for approval by the Shareholders at the Annual General Meeting.

1.2. Composition of Board

- 1. The number of directors will be as set out in the Articles, currently no less than 8 and no more than 10.
- 2. Directors must be shareholders of the Club and are elected for set terms of one, two or three years at the Annual General Meeting (AGM) of shareholders, to fulfill an annual rotation of 1/3 of the Board.

- 3. The Board may, to the extent permitted by the Act and the Articles, appoint Directors from the general shareholders list to fill vacancies that may arise between AGMs.
- 4. All directors must complete such consents and declarations required by law.
- 5. All Directors must disclose any potential conflict of interest that may arise, and conduct themselves in accordance with the Act and the Articles in managing such conflict.
- 6. Directors may be asked to attend educational functions, the cost of which will be reimbursed by the Club. Travel expenses for these and any Board business may be reimbursed on approval of the President and the Director of Finance.

1.3. Board Meetings

- Meetings of the Board usually take place once a month or at the call of the President.
- 2. A quorum, a simple majority of the then duly constituted Directors, must be present to conduct the legal and financial business of the Club present.
- 3. Meetings may be attended by Directors and any guests who are asked to attend for specific reasons, as determined by the Board.
- 4. Certain members of staff or appointed Officers of the Board may be required or asked to attend meetings.
- 5. Minutes of all Board meetings will be kept by the secretary (Office Manager) in a format approved by the Board, and reviewed by the President or designate, prior to being presented for the Board's approval at the following regular meeting.
- 6. Meeting minutes should be circulated not less than one week prior the next scheduled Board meeting.
- 7. In-camera meeting minutes of a sensitive nature will be recorded by the President or designate and presented for approval at the next regular meeting of the Board. In camera minutes will be stored in confidential files and not posted or published.
- 8. Once approved, regular or extraordinary meeting minutes, will be posted on the Club website and on the Clubhouse notification Board.
- 9. Excerpts or summaries of the minutes may be published in the Club newsletter.

1.4. Meetings of Shareholders

- 1. The Annual General Meeting ("AGM") will be held in May of each year or at such time as the Board determines, in accordance with the Act.
- 2. Notification and proceedings of the AGM are defined in the Articles, under the terms set out by the Act.
- 3. Minutes will be kept by the secretary, reviewed by the Board, and approved by shareholders at the following AGM.
- 4. Proxies for voting at the AGM may be allowed with guidelines published prior to the meeting.
- 5. The annual financial report and audit will be presented and require approval from shareholders.

- 6. Appointment of auditors and Board determination of remuneration for the current year will require approval from shareholders on recommendation of the Board.
- 7. Elections to fill vacancies on the Board will be held.
- 8. Special resolutions may be presented by the Board.
- 9. All Club members of may attend the AGM, but only Shareholders may vote on motions, resolutions, or election of directors.
- 10. The Board may call a Meeting of Shareholders to address special business at any time to present to shareholders matters of profound importance facing the Club.
- 11. A group of shareholders representing 5% or greater of the shareholders may requisition a meeting or special resolution in accordance with the Act & Articles.

1.4.1.Nomination of Directors

- Nominations for vacant positions on the Board of Directors of the Club are open until 4:00 pm, 21 days prior to the AGM. Nomination and self-nomination forms will be available at the Club office, 2816 Henry Road, Chemainus, BC, V0R 1K5 or by email or the Club's newsletter, and must be delivered to the office by the date and time indicated above.
- 2. Nomination papers should include a brief bio, a written consent to act and an attestation of eligibility.
- 3. If insufficient nominations are received by the above date, the Board shall extend the nomination period until such date as sufficient nominations are received to fill vacancies, or five business days before the AGM.
- 4. If sufficient nominations still are not received by five business days before the AGM, any current directors then in office who so consent, shall continue to act as Directors, and any on-going vacancies shall be filled in accordance with the Articles and the Act.
- 5. If nominations exceed the number of available positions, then an election by secret ballot will be held at the AGM.

2. Directors Duties and Specific Roles & Responsibilities

- 1. Directors will carry out their duties honestly, in good faith and in the best interest of the Club while exercising care, diligence and skill.
- 2. Directors will act with respect, and shall accept the majority decisions made by the Board as a group.
- 3. Directors will respect the confidentiality of the proceedings of the Board.
- 4. Directors will familiarize themselves with the Operations Manual, the current Articles, the Business Corporations Act, and all employment contracts.
- 5. Directors should seek professional guidance where appropriate in managing the affairs of the Club.
- All Directors must be aware of and familiarize themselves with any legal matters
 concerning the Club and must be informed of the substance of any legal opinion
 sought by the Board and/or course of action recommended by a legal
 professional.

- 7. Directors may be asked to direct or supervise projects for which they seem suited by interest or experience and perform other duties as may be approved by the Board from time to time.
- 8. Directors are generally expected to attend any scheduled Board and committee meetings unless reasonable circumstances prevent them from doing so. Anticipated absence should be discussed with the President.

2.1. President (Chair)

- 1. Elected by majority vote of the Board at the first meeting after the AGM, or at such time as a vacancy to the position exists.
- 2. Chairs all meetings of the Board and annual or special meetings of shareholders.
- 3. Develops the agenda for Board meetings.
- 4. Recommends for appointment by the Board, portfolio Directors and/or committee chairs, in keeping with their experience, expertise and desires.
- 5. Recommends for appointment by the Board, standing and ad hoc committees.
- 6. Is responsible for the administration of the Club Office and supervises the office staff.
- 7. Completes or oversees an annual Performance Evaluation of the office staff.
- 8. Is an ex-officio member of all standing and ad hoc committees.
- 9. Has signing authority for all contractual documents, legal documents and financial transactions as representative of the Board and, in association with the Director of Finance, recommends additional Directors with financial/banking signing authority as may be required and approved by the Board.
- 10. Calls annual and special meetings of the shareholders.
- 11. Presents a summary report of the proceedings of the Board at the Annual General Meeting.
- 12. Speaks as the voice of the Board.

2.2. Vice-President (Vice Chair)

- **1.** Elected by majority vote of the Board of Directors at the first meeting following the AGM, or at such time as a vacancy exists.
- 2. Performs the duties of the President in their absence.
- 3. Has signing authority for all contractual and legal documents, in the absence of the President, and financial transactions, as a representative of the Board.
- 4. Is responsible for the investigation of all disciplinary issues affecting members, green fee players and staff and, in consultation with relevant Directors and staff. Reports findings and recommendations to the Board.
- 5. Assists the President by undertaking additional duties from time to time.

2.3. Director of Golf Operations

- 1. Recommended by the President for appointment by the Board.
- 2. Chairs the Golf Operations Committee

- 3. Is responsible for Board oversight, with the Director of Member Services, of the Head Professional and the management of the Pro Shop, Cart Rental fleet and the booking system.
- 4. Liaises and meets regularly with the Head Professional on all matters relative to the use of the golf course, including recreational play by members and green fee players, league play and tournaments.
- 5. With the Head Professional delivers a monthly report to the Board on course and Pro Shop activities, problems, and solutions.
- 6. Discusses with the Head Professional any Board concerns, decisions, or policy changes in respect of Golf Operations.
- 7. Completes an annual Contract Review Meeting with Head Professional on or before the anniversary date of his contract.
- 8. Serves on the Board's ad hoc negotiating committee and provides input on contract renewal for the Head Professional as an independent Contractor.
- 9. With the Head Professional develops an annual review of green fee and cart rental rates with recommendations for the Board's approval.

2.4. Director of Finance

- 1. Recommended by the President for appointment by the Board.
- 2. Chairs the Finance Committee.
- 3. Oversees all functions relating to the accounting for revenues and expenditures of Club.
- 4. Assists Office and accounting staff with procedures that ensure proper accounting for revenues and expenditures of the Club.
- 5. Liaises with our accountant/auditor on any potential problems and assists as required with the annual financial audit.
- 6. Works with the Office Managers in development of monthly financial reports for the Board.
- 7. Prepares a quarterly narrative report for the Board encompassing revenues and expenses in relation to budgeted amounts and seasonal variations and makes recommendations to the Board for any adjustments.
- 8. Has signing authority for all financial/banking transactions.
- Prepares a provisional operating and capital expense budget for consideration by the Board with an estimate of anticipated revenue and expenses in advance of the fiscal year.
- 10. Reviews performance of the auditor and makes recommendations for appointment of auditors and the associated remuneration for approval by the Board and by shareholders at the Annual General Meeting.

2.5. Director of Grounds and Greens

- 1. Recommended by the President for appointment by the Board.
- 2. Chairs the Grounds and Green Committee.

- 3. Supervises the Grounds Superintendent and conducts an annual Performance Evaluation on or before the anniversary date of their contract.
- 4. Serves on the Board's ad-hoc Negotiating Committee for renewal of the Superintendent's contract and contract negotiations for the unionized grounds crew.
- 5. With the Superintendent, develops an annual Ground's Budget for approval and inclusion in the Club's Budget.
- 6. Works closely with the Superintendent to develop annual manpower requirements, maintenance schedules, course projects and equipment requirements.
- 7. Works with the Superintendent and the Directors of Finance and Strategic Planning, to develop strategic planning initiatives and funding for course maintenance, improvements, and equipment purchases.
- 8. With the Superintendent presents a monthly report to the Board of activities of the department and planned initiatives.
- 9. Ensures that a course safety plan is developed and maintained, and that all labour, health, and safety rules are compliant with regulations.

2.6. Director of Member Services

- 1. Recommended by the President for appointment by the Board.
- 2. Chairs the Member Services committee.
- 3. Fosters and promotes drive for full membership.
- 4. Annually reviews membership categories, dues structure and cart storage rates, and recommends changes or adjustments for the Boards approval.
- 5. Serves as a welcoming committee to new members and sees they are made aware of Club amenities, events, leagues, and appropriate league captain's contact information.
- 6. Serves on the Golf Operations Committee and works closely with the Director of Golf Operations.
- 7. Works closely with the Office Managers and the Head Professional to maintain an accurate, up to date membership list.
- 8. Is responsible for public relations and marketing activities to benefit the Club and works closely with the Director of Communications in this regard.
- 9. Develops advertising, sponsorship, and promotional opportunities for the Club.
- 10. Acts as Board liaison with the Food & Beverage contractor and compliance with terms of the F&B contract.
- 11. Completes a Contract Review Meeting with the Food & Beverage contractor and restaurant services on or before the anniversary date of the contract.
- 12. Acts as Board liaison with the Head Professional in the management of Pro Shop retail.

2.7. Director of Project Management

- 1. Recommended by the President for appointment by the Board.
- 2. Serves on the Projects and Buildings committee.

- 3. Develops and/or supervises projects for renewal, and renovation of all Club buildings and related infrastructure.
- 4. Procures building and renovation contracts for suitable general or sub-trade contractors in compliance with the Operations Manual.
- 5. Works closely with the Director of Strategic Planning in developing a rolling fiveyear Capital plan.

2.8. Director of Building Maintenance

- 1. Recommended by the President for appointment by the Board.
- 2. Serves on the Projects and Building Committee.
- 3. Develops routine maintenance schedules for all buildings and related infrastructure.
- 4. Secures maintenance arrangements with appropriate service companies for routine and emergency services.
- 5. Works closely with the Head Professional and designated Cart service provider in maintenance of the Club's cart rental fleet.
- 6. Develops an annual safety inspection of member carts usually held in late December or early January with the Board approved Cart Maintenance provider.
- 7. Works closely with the Food & Beverage contractor in maintaining all Club owned kitchen equipment and restaurant furnishings.

2.9. Director of Human Resources

- 1. Recommended by the President for appointment by the Board.
- 2. Responsible for contract development and negotiation with the Club's Food & Beverage contractor, Club Head Professional, Office staff, and Grounds Superintendent.
- 3. Responsible for negotiating contracts with the Club's unionized employees (grounds crew) either directly or through the services of a professional negotiator.
- 4. Chairs the Board ad-hoc Negotiating Committees.
- 5. Serves on the Member Services Committee.
- 6. Works with the Office Managers to maintain an accurate and up to date list of shareholders.
- 7. Advises the Board on all matters related to human resources of the Club.
- 8. At the Boards direction seeks advice from the Club's legal counsel and other regulatory or professional authorities on all matters related to contract development, human resource issues and employment standards.
- 9. Develops and maintains a method of annual performance evaluation of Management, Staff and Club contractors as the basis for contract renewal and remuneration.

2.10. Director of Communications

1. Recommended by the President for appointment by the Board.

- 2. Responsible for external and internal communications on behalf of the Board and under the direction of the President.
- Serves on the Member Services Committee and works closely with the Director of Member Services on marketing, promotional, sponsorship and advertising opportunities for the Club.
- 4. All formal Board communication should be vetted through the communications director whenever possible, to ensure accuracy, style, and clarity of content.
- 5. Publishes a Club newsletter for the membership on a monthly, or more frequent basis as need arises, on Board and Club activities, timely notices from the Head Professional, Grounds Superintendent, Food & Beverage Manager and the Club Captain.
- 6. Content of the newsletter will reflect the values and goals of the Club as well as being informative, accurate and relevant to the needs of the membership.
- 7. Acts as the Board's primary recipient of letters from members, through the Club Office and keeps the Board informed as to their content and substance. At the Board's direction, responds to member letters or may refer letters to other Directors for advice and/or direct response if appropriate.
- 8. Works closely with the Office Managers, the Head Professional and the Club's website developer to maintain and update the Club's website.
- 9. Responsible for all Club social media interfaces (e.g., Facebook) and ensures that posted information is accurate and timely.
- 10. Develops and maintains signage for all tee boxes and other informational signage around the Clubhouse and Course.

2.11. Director of Strategic Planning

- 1. Recommended by the President for appointment by the Board.
- 2. Chairs the Strategic Planning Committee.
- 3. Consolidates all capital improvement ideas and potential projects identified by Directors and facilitates development of a cohesive, justifiable plan with details of, design, costing, labour and material requirements, and proposed timing.
- 4. Develops and maintains a rolling 5-year Strategic Plan of capital projects and equipment with expenditures and sources of revenue.
- 5. Works closely with the Director of Finance to facilitate an annual operating and capital budget within the framework of the 5-year plan.
- 6. Monitors and reports to the Board on progress of the Strategic Plan and seeks approval for changes and updates.
- 7. Develops the annual Strategic Planning report encompassing the 5-year plan for presentation to, and approval from, shareholders at the Annual General Meeting.

2.12. Committees of the Board

The Board, on recommendation of the President, may appoint Directors to standing and ad hoc committees, chaired by portfolio Directors to facilitate the work of the Board. These appointments will be based on relevant portfolios of Directors where cross-pollination and expertise will facilitate the function and

workload of the committee and in turn the Board. The following are recommended appointments but may also include 'members at large' to facilitate continuity and succession planning.

2.12.1.Golf Operations Committee

- 1. Encompasses all duties of the Director of Golf Operations
- 2. Chaired by the Director of Golf Operations
- 3. Director of Member Services
- 4. Club Head Professional
- 5. Club Captain
- 6. Meets monthly or at the call of the chair

2.12.2.Finance Committee

- 1. Encompasses all the duties of the Director of Finance
- 2. Chaired by the Director of Finance
- 3. Member Director at large
- 4. Meets monthly or at the call of the chair

2.12.3. Grounds and Greens Committee

- 1. Encompasses all the duties of the G&G Director.
- 2. Chaired by the G&G Director
- 3. Member Director at large
- 4. Grounds Superintendent
- 5. Meets monthly or at the call of the chair

2.12.4. Strategic Planning Committee

- 1. Encompasses all the duties of the SP Director.
- 2. Chaired by the SP Director
- 3. Member one member of the Finance Committee
- 4. Member one member of the Projects and Building Committee
- 5. Member Director at large
- 6. Member(s) chosen from general membership with expertise in one or more areas of planning (optional)
- 7. Meets monthly or at the call of the chair

2.12.5. Projects and Building Management Committee

- 1. Encompasses all duties of the Directors of Project Management and Building Maintenance.
- 2. Chaired by the one of the above

- 3. Develops a comprehensive plan for building and infrastructure maintenance, replacement, and new development in conjunction with the Strategic Planning Committee.
- 4. Meets monthly or at the call of the chair

2.12.6.Member Services Committee

- 1. Encompasses all duties of the Director Member Services.
- 2. Chaired by the Director Member Service.
- 3. Member Director Human Resources
- 4. Member Director Communications
- 5. Member Director at large
- 6. Meets monthly or at the call of the Chair

2.12.7.League Planning Committee (ad hoc)

- 1. Responsible to determine structure and functioning of all Club leagues with appropriate recommendations to the Board for final decision
- 2. Chaired by the Director of Golf Operations
- 3. Member Club Head Professional
- 4. Member Club Captain
- 5. Member Director of Member Services
- 6. Member Director of Communications
- 7. Member at large chosen from the general membership with experience in league play, but not to include any league executive member.
- 8. Meets annually or as required to provide on-going assessment of league play.

2.12.8. Negotiating Committee (ad hoc)

- 1. To negotiate all contracts or letters of agreement with both union and non-union employees and all Club contractors with final approval by the Board
- 2. Chaired by the Director Human Resources
- 3. Member President
- 4. Member(s) Directors relevant to the contract being negotiated.
- 5. Member Grounds Superintendent (union contract only)
- 6. Meets as required

2.12.9.AGM Planning Committee (ad hoc)

- 1. To plan and organize the Annual General Meeting of Shareholders
- 2. Chair chosen from the Board of Directors
- 3. Member Director of Communications
- 4. Member President

- 5. Member(s) chosen from the general membership (optional)
- 6. Meets as required

2.13. Officers of the Club

The Board may appoint, from the general membership, such officers as are willing to act and who will benefit the operation of the Club. The officers will report periodically, as requested, to the Board and may be asked to attend specific Board meetings.

2.13.1.Club Captain

- 1. Appointed by the Board annually.
- 2. Should have minimum certification Level 1 "Golf Rules" offered on-line by Golf BC.
- 3. Encouraged to take further educational opportunities offered by Golf BC and Golf Canada at the Club's expense.
- 4. Liaises with the Head Professional and Director of Golf Operations on all aspects of play at the Club. Serves on the Golf Operations committee
- 5. Interprets the Rules of Golf published by governing bodies and is responsible for local playing rules, general and tournament.
- 6. Renders decisions on questions, disputes, rules, and other matters concerning league and general recreational play.
- 7. Reports discipline problems to the Director of Golf Operations.
- 8. Has general supervision of all activities of League Captains; arranges for League Captains to meet and reports information to the Board; serves as liaison between the Board and League Captains.
- 9. Serves as Club liaison with Golf Canada, Golf BC and Zone 6 in all matters related to tournament and recreational play at the Club.
- 10. Oversees all Club operated tournaments with the volunteer chairs of these events.
- 11. Is involved in organizing the Mount Brenton Amateur tournaments with the volunteer chairs of these events.
- 12. Request financial assistance and sponsorship from the Board for all Club sponsored tournaments.

2.13.2.Handicap Chair

- 1. Appointed by the Board annually.
- 2. Forms and chairs the Handicap committee.
- 3. Develops a handicap index for all members participating in the Golf Canada Handicap system.
- 4. Liaises with Golf Canada and Golf BC in developing course handicap rating, slope rating and hole allocation.
- 5. Works with the Club Captain and Head Professional in all matters related to tournament development and administration.

2.13.3. Junior Development Coordinator

- 1. Appointed by the Board annually.
- 2. Fosters the development of Junior golf at the Club.
- 3. Works with Head Professional to develop and promote opportunities for Junior, including teaching the rules of golf, golf etiquette and skill development.
- 4. Liaises with Golf Canada and Golf BC to utilize any existing educational programs for Junior golf, such as First Tee.
- 5. Works with the Club Captain, the Director of Golf Operations and Head Professional to develop recreational and tournament play for junior golfers.
- 6. Identifies Junior golfers who may qualify for participation in Golf BC tournament play.
- 7. Liaises with local school programs that may foster participation in the game of golf.
- 8. Develops funding opportunities in conjunction with the Board for junior golf at the Club.

3. Membership

This section deals with dues paying members. Individual categories are designed to offer a continuum of relevant membership for all ages, abilities, and affordability in the enjoyment of the game of golf at the Club.

3.1. Regular Membership

The following provisions apply to Regular Membership:

- 1. There are four categories of **Regular** Membership: Full, Limited, Intermediate and Sustaining, with descriptions following.
- 2. Regular members are required to be shareholders and to purchase a share at a value in effect at the time of joining. Intermediate members on record as of April 19, 2023 have the option to purchase a share and become shareholders. Share purchase is mandatory for these Intermediate members when transitioning to a Full or Limited membership. All new Intermediates joining after April 19, 2023 must purchase a share.
- 3. New Full or Limited members are required to pay an entry fee (non-refundable), at a value in effect at the time of joining. Previous Intermediate, Student and Junior members receive a 10% discount for each year of membership applied to the entry fee.
- 4. A spouse of an existing or new regular member may become a regular member on purchase of a share, and payment of an entry fee equivalent to <u>50%</u> of the standard entry fee in effect at the time of joining,
 - a. Spouse is defined as a significant other in a marriage, civil union, or common law relationship and is gender neutral,
 - b. Proof of cohabitation may be required.

- 5. Regular members have full use of the Club facilities, Pro Shop discounts on instock products, power cart rental discounts, and reciprocal privileges at select Vancouver Island and lower mainland courses as published annually.
- 6. Regular members may book up to three guests per round.
- 7. Upon termination of a Regular Membership, the share will be redeemed at the initial value.
- 8. Milestone/Loyalty Credit In recognition of long standing membership, and in an effort to retain elderly valued members, the Club offers a credit equivalent to 15% of annual dues for Regular Full and Limited members who have reached the milestone age of 75 with 25 or more years of loyal membership. Members will qualify on the date <u>both</u> requirements are fulfilled. Formal application must be made to the Club Office with proof of age, date of joining and/or total years of membership at Mt. Brenton Golf Course, confirmed by our Office Staff. The discount will be applied on a prorated basis from the qualifying date in the first year of eligibility, and with payment of annual dues on January 1 of each subsequent year.

3.1.1.**Full**

Full membership comprises most Club members.

- 1. Full members have year-round unlimited access for booking and playing privileges.
- 2. Dues 100% of the annual baseline rate plus applicable taxes.

3.1.2.Limited

An affordable option for working or retired members with play limited to afternoons in the high season.

- 1. Limited members are restricted to booking and playing privileges on or after 1 pm during the high season (April 1 October 31).
- 2. Limited members have unlimited booking and playing privileges during the low season (November 1 March 31).
- 3. Limited members may book and play prior to 1 pm in the high season on payment of the applicable guest green fee rate.
- 4. Dues 75% of the annual baseline rate plus applicable taxes.

3.1.3.Intermediate

- 1. Intermediate membership is available from age 19 to 39, (proof DOB required).
- 2. The entry fee is waived for all Intermediate Members.
- 3. Intermediate Members receive 10 % off the entry fee for each full year of accumulated membership, when transitioning to Full or Limited Membership.

- New Intermediate members are required to be shareholders in Mount Brenton Golf Course Ltd. and must purchase a share at the current value established by MBGC.
- 5. Membership is founded on a one year contract basis with first year prorated to December 31, and renewal on January 1 for each subsequent year.
- 6. Early termination must be given with 3 months notice or payment of 3 months of equivalent dues.
- 7. Dues 75% of the annual baseline rate plus applicable taxes.

3.1.4. Sustaining

A Sustaining member is an inactive Regular Member of the Club who has chosen to take a leave of absence. Members considering taking a leave of absence (LOA) and moving to Sustaining status are encouraged to discuss their circumstances and plans with assistance of the Club Office Staff, in order to navigate the terms of this category and design a custom made solution. (All information is confidential).

- 1. Only a Regular member may apply to become a Sustaining member.
- 2. Sustaining members will comprise two categories of Leaves of Absence (LOA).
 - a. Medical LOA
 - b. Non-medical LOA
- 3. Medical LOA is defined as a temporary circumstance of ill health, debility, infirmity, convalescence, or compassionate care of a family member, which prevents the member from active participation in golf at the Club for over three (3) months.
- 4. Non-Medical LOA is defined as a temporary circumstance of work relocation, family circumstance and/or relocation of residence that prevents the member from active participation in golf at the Club for over three (3) months; (LOA will not be granted for extended holidays or 'snowbird' absences).
- 5. A Regular Member may apply through the Club Office for Sustaining membership at any time during the year.
- 6. A Sustaining Membership will have a maximum term of three (3) years including all or part of the first year. When transitioning from Regular to Sustaining status the member will receive a prorated credit for annual dues paid to December 31 and pay a non-refundable Sustaining fee equivalent to 20% of the baseline dues.
- 7. In each subsequent year of Sustaining membership, the member will pay the Sustaining fee only. On the return to Regular status the member will receive any credit from year one (1) applied to the prorated regular dues for the remainder of the year of return. No refund or credit of Sustaining dues will be given.
- 8. In the event of a membership waiting list, a member going to the Sustaining category will create an immediate opening on the active roster.
- 9. Returning to active status the member will by-pass any existing membership waiting list.
- 10. Sustaining members will have full use of the Club facilities, with the exception of booking privileges, and will have full voting privileges.

- 11. Sustaining members while on non-medical LOA may play with payment of green fees either at the 18 or 9 hole 'guest' rate or lowest rate applicable to the tee time being booked.
- 12. Sustaining members on medical LOA, who wish to assess their playing capability for a return to active status, should consult with the Head Professional for assistance in determining the most appropriate booking, playing time and associated green fees.
- 13. At the conclusion of the subsequent two full years of Sustaining membership (in addition to year 1), without a return to Regular membership, the membership will be terminated on December 31, with no credit owing, other than return of the initial share cost.
- 14. A Sustaining member may terminate membership at any time however no refund or credit will be given in respect of any dues or entry fee paid, other than return of the share cost.

3.2. Associate Membership

Associate members are not shareholders, do not have voting privileges and cannot hold office. They comprise three categories, Student, Junior and Juniors-in-waiting. With the exception of Juniors-in-waiting the following apply:

- 1. No entry or share fee, no voting privileges.
- 2. Full booking and playing privileges and up to three guest bookings per round
- 3. Associate Members have full use of the Club facilities, Pro Shop discounts on instock products, power cart rental discounts and reciprocal privileges at Vancouver Island and lower mainland courses published annually.
- 4. Associate Members receive 10 % off the entry fee for each full year of membership when transitioning to Regular Membership.

3.2.1.**Student**

- 1. Student Members must be age 19 or over.
- 2. Student Members must be enrolled in a recognized full time post-secondary collegiate or university program (as defined by CRA) and provide documented proof of enrolment.
- 3. One-year contractual obligation from time of joining, unless they cease to be a student at any time during the year.
- 4. Proof of eligibility (as per item 2) is required for each term of the academic year in order to maintain student status.
- 5. On cessation of student status, the member may transition to Intermediate category (if eligible) with appropriate adjustment of dues.
- 6. Dues 30% of the annual baseline rate plus applicable taxes.

3.2.2.**Junior**

- 1. Junior members must be between the ages of 13 and 18 (DOB required) and are placed in two divisions, Division 1 ages 13 to 15, and Division 2 ages 16 to 18.
- 2. Dues are based on the annual dues baseline rate; 10% for Div. 1 and 15% for Div. 2
- 3. Children or Grandchildren of Regular members, between the ages of 13 and 18 are eligible to receive a complementary Junior membership. Application must be made by the regular member, parent or grandparent, at the Club Office. If the sponsoring member ceases to be a member, the corresponding complementary Junior membership will be terminated at year end.
- 4. Membership is founded on a one year contract basis with the first year prorated to December 31, and each subsequent renewal on January 1 of each following year. (No refund for early termination.)
- 5. Junior members transitioning from Div 1 to Div 2, during the year will have a prorated dues adjustment made on their birthdate.
- 6. On their 19th Birthday, Juniors may transition to either Student or Intermediate (under terms of eligibility) with an appropriate prorated dues adjustment. otherwise membership will cease on that date.
- 7. Junior members may be required to take an introductory course administered by the Head Professional or provide the Head Professional with evidence of basic competency.
- 8. Beginning golfers are encouraged to take further training under the auspices of the Professional staff and/or participate in training programs set up by the Club.
- 9. Junior members may participate in the RCGA handicap system and may participate in sanctioned Club, Golf BC and Golf Canada tournaments representing the Club.

3.2.3. Juniors-in-waiting

The Club encourages the play of children in fostering the advancement and enjoyment of the game of golf at Mount Brenton.

- 1. The Board endorses a junior training program provided by the Junior Development Coordinator, the Club Captain, and the Club's Professional staff.
- 2. Juniors aged 12 and under must have an orientation/introductory session with the Head Professional or provide proof of basic competence in the rules and etiquette of the game.
- 3. Juniors 12 and under must always play accompanied by a responsible adult (age 19). Green fees to be determined by the Head Professional.
- 4. Juniors 12 and under may play for free after 2 pm when accompanied by an adult.
- 5. Juniors over the age of 12 are encouraged to join the Club and take advantage of the facilities, training programs, discounts and amenities offered.

The Board may from time to time cap the total membership list or any constituent member category at a number deemed in the best interests of the Club.

- 1. In the event of a membership cap, a waiting list will be established through the Board office and any new member applicant may register on the wait list.
- 2. New Student and Junior members will be admitted regardless of a current cap on the total membership and will not be placed on a waiting list.
- 3. A non-refundable deposit of \$300 must accompany the application for new membership and will be applied to the first year of dues once accepted; (not applicable to Student and Junior members).
- 4. When eligible for membership, the applicant will be notified by telephone and email, and will have 10 days to complete their application, payment of entry fee, share and dues.
- 5. Should an applicant decline or fail to complete the application within 10 days, their name will go to the bottom of the list.
- 6. Waiting list resignations will forfeit their deposit.

3.3.1. Priority of Membership and List Placement

Applications for Membership and/or placement on the waiting list will be dealt with by the Board in the order they are received except for the following:

- 1. A Qualified Transferee, within the meaning of that term as used in the Articles of Mount Brenton Golf Course Ltd., who is approved and who applies for membership within five years of the issuance of a Class "B" Common share, in accordance with section 27.1(8)(d) of the Articles.
- 2. All new member applications, except for new Student and Junior applicants, will be placed on the list in the order they are received, but with the provisions 1, 2 and 3.
- 3. Waiting list members will be granted a provisional membership card which allows them to book in the six-day green fee booking window but with a discounted rate not to exceed the guest/reciprocal green fee.

3.4. Booking Privileges and Tee times

All members will have advanced, priority booking privileges for tee times as specified in the terms of their membership category.

- 1. All members, regular and associate, have advanced booking privileges seven days in advance of their play date.
- 2. Non-member green fee players may book six days in advance of their play date.
- 3. The booking period will begin at such time as the determined by the Golf Operations Committee.
- 4. Bookings are preferred on-line, using the current booking system.

- 5. Supplementary bookings or changes may also be made in-person or by telephone through the Pro Shop.
- 6. No member may book more than one tee time within a 4-hour period or be booked by another member into more than one tee time within a 4-hour period.
- 7. Tee time bookings must be populated with the names of participants within 24 hours of booking, either on-line or by calling the Pro Shop. Failure to do so may result in cancellation of the tee time.
- 8. All players who need to cancel a tee time should do so within 24 hours of the play time. Public players who fail to do so may incur a fee equivalent to the green fee rate. Members will not incur a fee; however frequent member no-shows will be monitored and may incur a warning or further Board administered penalties. The Pro shop will use discretion for reasons of illness, valid unforeseen circumstances, or weather conditions.
- 9. At the discretion of the Head Professional, in consultation with the Board, some tee times may be blocked for green fee players in the interest of golf promotion for the benefit of the Club.
- 10. At the discretion of the Head Professional, advanced bookings may be made for small groups of golf tourists or 'Play and Stay' packages with local hotels.

4. Membership Dues and Green Fees

The Board will annually update the required fees for share, entry fee and baseline dues on/or before December 1, payable on/or before January 1 of the new year. Dues are paid on an annual basis and form a one-year contract of membership with the Club. For new members joining in any category part way through the year, dues are prorated from date of joining to December 31. For age based categories reaching a transitioning or termination birthday during the year, dues are prorated to that date.

4.1. Payment Options; Late Payment and Default

- 1. Payment of dues (and other fees as applicable) may be made in full for the annual or pro-rated amount by cheque, e-transfer, or credit card at time of joining or on the renewal date of membership.
- 2. Alternatively, payment may be made in equal monthly Pre-Authorized Debit (PAD) payments arranged through the Club Office;
- 3. Booking and playing privileges are automatically suspended on January 1, if full payment has not been received or PAD agreement completed.
- 4. Late payment of annual dues or failure to complete a PAD agreement before January 1 will result in interest of 2% of total dues, per month, compounding monthly until such time as payment is made or arranged.

- 5. After 30 days from renewal date a registered letter and email notification will be sent advising the member that their membership will be terminated if no response received within 15 days.
- 6. Late payment of dues will not be prorated and will include all dues payable from the date of renewal for each category and include any accumulated interest.
- 7. Monthly payments (PAD) in arrears will result in suspension of member privileges, a block on green fee playing privileges, potential bank charges and/or other measures as may be adopted by the Board.
- 8. When a membership is revoked or terminated for cause, no refund of annual dues is payable.
- 9. Annual dues are not normally refunded on voluntary termination or cancellation of membership. However, for exceptional or unusual circumstances a member may make a formal written request to the Board of Directors for a pro-rated refund of their dues. Each such request will be dealt with on a case by case basis.
- 10. The only exception to this rule is in the case of a deceased member, whose heirs or estate will receive a pro-rated refund of prepaid dues.

4.2. Cart Shed Storage, Trail Fees, and Other Supplementary Charges

These charges are applied to individual members, are not part of annual dues and are not subsidized by general membership dues.

- Member carts may be stored in the Cart Shed under the terms of the 'MB Cart Storage Agreement' at a rate established on/or before December 1, for the following year.
- 2. Annual rental rate is all-inclusive and includes storage, hydro, trail fees and security/insurance costs for the facility.
- 3. Cart members will be issued with a vehicle parking pass for use in the Cart Shed parking area which must be prominently displayed. Member parking is limited, especially during the high season and not guaranteed.
- 4. Payment must be made at time of annual dues renewal or initial contract on a prorated basis, under the terms listed in 4.1.
- 5. Default of payment may result in removal and impoundment of the member cart from the Shed.
- 6. Member carts not stored and trailered to the course, will be charged trail fees on an annual basis.
- 7. Stored carts and trail fee carts must be identified with an MB license sticker for the year.
- 8. All private member carts operating at MBGC must provide proof of liability insurance at the time of payment of storage or trail fees.
- 9. Non-member private carts are not permitted on the course due to liability concerns.

4.3. Green Fee and Cart Rental Rates

The Board in consultation with the Head Professional will establish green fee and cart rental rates on an annual basis in keeping with industry standards and competitive rates to other Island golf courses.

- 1. Green fees will be published by the Board at a rack rate specific to the season of the year. Discounted rates for member guests and member immediate family (spouse, sons and daughters) may be offered.
- 2. Green fees may be discounted for early bird and twilight tee times, on a seasonal basis, as determined by the Head Professional and approved by the Board.
- 3. Course maintenance rates may be instituted at specific times of year in consultation with the Head Professional and Course Superintendent.
- 4. A discounted guest and/or reciprocal green fee rate may be instituted at the discretion of the Head Professional in consultation with other Island or lower mainland courses, and approved by the Board
- 5. Power cart rental rates may be discounted and/or offered in a punch card system for members at the discretion of the Head Professional with Board approval.

5. Management, Contractors, Employees

The Board is responsible for management of the Club and using such resources as needed to effectively operate the golf course and its facilities through its contractors and employees.

5.1. Head Professional and Pro Shop

- 1. The Head Professional is hired on a contract basis to manage course play, the tee sheet and booking system, green fees, the cart rental fleet, and the procurement and sale of retail items in the Pro Shop.
- 2. All fixtures and fittings of the Pro Shop, except those owned by the Head Professional, are provided by the Club for the exclusive use of the Head Professional and his staff. The Cart rental fleet and retail inventory are owned by the Club and profits accrue to the Club except for such bonus clauses as may be documented in the Head Professional's contract.
- 3. Daily reconciliation of receipts and revenue is managed in conjunction with the Office Managers.
- 4. The Head Professional, in conjunction with the Directors of Golf Operations, Member Services, is responsible for the management of Golf Passes for the benefit of the Club.
- 5. The Head Professional is responsible for hiring and management of staff to operate the pro shop, cart rental fleet and management of course play with starters and marshals as deemed necessary, in consultation with the Board.
- 6. Pro shop staff will wear casual attire appropriate for their duties and in keeping with the Club dress code.
- 7. Board oversight and liaison is provided by the Director of Golf Operations.

- 8. The Head Professional may assist in the management of league play and tournaments in consultation with the Director of Golf Operations and the Club Captain.
- 9. The Head Professional will attend monthly meetings of the Board to provide a report in conjunction with the Director of Golf Operations.
- 10. The Head Professional and his staff may offer lessons to members and public outside of normal contractual obligations.
- 11. A Performance Evaluation will be carried out by the Director of Golf Operations, at or near the date of Contract.

5.2. Food and Beverage (F&B) Service

- The Mount Brenton Pub is managed on a contract basis by the Food & Beverage operator, under such terms as negotiated by the Board and include, but are not limited to, hours of operation of the Pub, operation of the MB Snack Shack, operation of a course Beverage Cart and provision of F&B services for Club tournaments.
- 2. All furnishings and equipment of the kitchen, restaurant, and deck, except for the operators own equipment, is owned, and serviced by the Club.
- 3. The Club holds the liquor permit issued by the BC Liquor and Cannabis Regulation Branch. The operator must follow the guidelines established by the LCRB.
- 4. The operator is responsible to hire staff for the efficient operation of the service.
- 5. The operator must comply with all health and work safe regulations.
- 6. The Food & Beverage Director provides oversight and communication on behalf of the Board, and will assist the operator in promotion and marketing of the service with members and public, in keeping with the contract's terms.
- 7. The Food & Beverage Director may carry out an annual Performance Evaluation, at or near the date of Contract, both for the benefit of the Operator and the Board.

5.3. Grounds Superintendent

- The Superintendent is a management employee hired under terms of agreement to manage and care for all aspects of the grounds, fairways, and greens of the golf course.
- 2. Hires, controls, and supervises the unionized grounds crew in seasonal and daily management of the golf course.
- 3. Manages the Maintenance building (Crozier Rd.) and other course buildings and facilities in conjunction with the Director of Building Maintenance.
- 4. In conjunction with the Grounds & Greens Committee develops an annual budget for maintenance, supplies and manpower requirements for Board review.
- 5. Works closely with the Director of Grounds & Greens who provides liaison with the Board and the membership in optimizing the operation of the golf course.

- 6. Consults with the Director of Strategic Planning, the SP committee, and the Grounds & Greens Committee in developing a five-year plan, with capital costing, for major equipment, course infrastructure replacement and improvements.
- 7. Attends meetings of the Board and, in conjunction with the Director of Grounds & Greens provides a monthly report.
- 8. A Performance Evaluation will be carried out, by the Director of Grounds & Greens, at or near the anniversary date of the contract, using the standardized PE form held on file in the Club Office.

5.4. Grounds Crew

- 1. The Grounds Crew is members of the Service Employees International Union, Local 2, Branch 244, and work under a contract and term negotiated with the Board.
- 2. The contract is negotiated by the Director of Human Resources (and/or contracted professional negotiator), the Board President or designated Board member(s) and the Grounds Superintendent, as deemed appropriate by the Board.
- 3. The final contract must be ratified by the Board with a formal resolution.
- 4. The Board will, through the HR Director, maintain a close and cordial relationship with the local Shop Steward and Union representative at the Vancouver office, during the term of the contract.
- 5. Employment may be full time, seasonal, part time and casual as defined by the contract.
- 6. Hiring and management is under the direction of the Grounds Superintendent.

5.5. Office Managers

- 1. Management employees hired under 'terms of agreement' to manage all aspects of the Club Office and administrative functions.
- 2. Administrative and day-to-day duties supervised by the President (or Vice-President).
- 3. Under direction of the Director of Finance and the Finance Committee provide bookkeeping and financial management of the Club's revenue and expenses. Have signing authority, by Board resolution, for all financial/banking transactions, to be countersigned by the Director of Finance, President, Vice-President, or such Director with signing authority as determined and authorized by the Board.
- 4. Manage and reconcile payroll, accounts payable, member dues, cart member fees, green fees and retail sales revenue.
- 5. In conjunction with the Grounds Superintendent and appropriate Directors manages the Club security systems and contractors, CCTV system and Webcams.
- 6. Maintains effective communication and relationships with members, the public, the Club's contractors, employees, suppliers, and contracted service personnel.
- 7. Attends monthly meetings of the Board to record minutes and provide information relevant to the operation of the Club Office and administrative services.

- 8. Provides such services as may be required for Directors in the performance of their duties.
- Ensure that all Directors complete such regulatory documents as are required by the Club lawyer and submit those documents to the Club's law firm and/or Registrar of Companies in compliance with the Act.
- 10. An annual Performance Evaluation will be carried out by the President, at or near the anniversary date of employment, using the standardized PE form held on file in the Board office.

5.5.1. Confidential Files

- 1. The Office will maintain a locked confidential file of personnel records, in-camera minutes, staff medical and employment records, PAD agreements, legal documents and such other records deemed to be of a sensitive nature.
- 2. Access to these files is restricted to the President in the presence of one Office Manager who shall record the event with date, time and signatures of the above.
- No other Director or staff members may access these files without the express permission of the President and the Board, and only in the presence of the President and Office Manager.
- 4. These files may not be removed from the Office.

5.6. Insurance Services

- 1. Insurance services are contracted through a broker, preferably local.
- 2. The President and Office Managers will, in consultation with the Board, negotiate and maintain appropriate property insurance to protect the Club's assets, and liability insurance for all employees, directors, and member volunteers.
- 3. Re-appraisal and valuation should be done on an annual basis.

5.7. Auditing and Financial Services

- 1. The Board will, pursuant to shareholder approval, retain a qualified accounting firm to provide an Annual Audit and Financial Report for Board and Shareholder review.
- 2. The Board may request consultation services from a qualified accounting firm on matters of finance from time to time.

5.8. Project, Service and Repair Contractors

- 1. The Board may engage various service and repair contractors either on a standing basis or on an individual project or job basis.
- 2. The Board will rely on the Directors of Projects and Building Maintenance, or Grounds and Greens (and Grounds Superintendent if applicable), to provide the scope of the work to be done in their relevant areas.
- 3. In the case of a standing contract or service agreement, the responsible Director should be satisfied that the work is of high quality and reasonable cost.

- 4. If the majority of the Board is unable to satisfy themselves on the cost or validity of the cost of a project or purchase, the Board will follow the tendering process obtaining, two or three estimates or quotes from different contractors or service companies. The final decision will rest with the Board, taking all factors into consideration.
- 5. Disposal of marketable surplus Club assets should be offered to the membership for a minimum 30 day period.
- 6. All Board engaged contractors or service companies shall have appropriate Work Safe Coverage and a minimum of \$2 million liability insurance.
- 7. All contractors and service personnel must notify the Office Manager(s) and/or Grounds Superintendent of their attendance and presence at the course or Club buildings. Any keys issued for their duties, must be returned by close of business.

5.9. Hiring, Contracts, and Agreements (non-union)

- 1. The process of hiring employees and contractors and development of contracts or letters of agreement is the responsibility of the Director of Human Resources in conjunction with the appropriate director for the portfolio in question.
- 2. A fair and comparative approach using existing resources such as current cost of living and/or inflation rate, and industry standards for the duties of the employee or contractor.
- 3. Legal advice, from the Board appointed lawyer, may be sought for any contract, and such advice must be communicated to all Directors.
- 4. All contracts or letters of agreement must not exceed a term of three years.
- 5. All contracts and agreements must be ratified by the Board.

5.10. Discretionary Bonuses

- 1. Bonuses may be considered by the Board for all employees, staff members, and contractors in December on a discretionary basis.
- 2. The first consideration will be the financial health of the Club. There will be no obligation to provide a discretionary bonus to any employee, staff member, or contractor.
- 3. Any bonuses will be given based on a set of criteria that shall include, at a minimum: job performance, length of service, extraordinary service.
- 4. A record of the previous year's bonus (if any) should be available for the Board's consideration.

5.11. Communications

The Board of Directors welcomes communication, comments or suggestions from the membership.

1. The appropriate manner for member communication with the Board is through hand delivered or posted letter to the Club Office at 2816 Henry Road, Chemainus, BC, V0R 1K5. Alternatively email mtbrentonoffice@gmail.com.

- 2. Emails or letters will be acknowledged by the Office Manager and forwarded to all Directors for discussion.
- 3. A response will be sent either by the Director of Communication or the Director responsible for the subject matter.
- 4. Members are also encouraged to read the Club newsletter, *The Brenton Beat*, emailed from time to time to all members, with noteworthy news, information and important announcements.
- 5. Members may respond directly to the Newsletter by return email.
- 6. Minutes of monthly Board meetings are posted in the lower lounge of the Clubhouse and on the website, as are copies of 'The Brenton Beat'.

6. Leagues and Tournaments

The Board is committed to provide equitable booking and playing time for a reasonable number of leagues and tournaments as may be operated during the high season, keeping in mind the availability of the tee sheet for non-league recreational golfers, both members and public.

6.1. Leagues

- 1. The Board will establish an ad hoc League Committee early in the year to take representation from interested member groups planning to operate a league. The Board reserves the right to determine the number and character of leagues.
- 2. The Committee Chair will be the Director of Golf Operations and members will include the Club Captain, the Head Professional, the Director of Member Services, Director of Communications and one member chosen from the general membership, with league experience, not to include a member of any league executive.
- 3. The Grounds Superintendent may be consulted for course playability and crew considerations.
- 4. The Club Captain will serve as a resource and liaison between the leagues and the Board's League Committee and will aid in the establishment of leagues.
- 5. Every league must have a Captain and an executive, consisting of a Vice-Captain, Draw Chair and, if dues or prize monies are collected, a Treasurer who keeps a set of books for this purpose. The Club, or any of its employees or contractors, will not be responsible for any financial management or encumbrances of the leagues.
- 6. League play will commence on or after the first week of April and will cease during the last week of September. Leagues may operate weekly or such time intervals as they determine appropriate. Days and start times for league play will be subject to Board approval.
- 7. The Board may establish a minimum and maximum number of participants for draws. To maintain formal league status a minimum number of participants are required for every draw unless extraordinary circumstances exist.
- 8. The Board, through the League Committee will determine whether running or shotgun starts will be employed for play.

- 9. The Head Professional will block a pre-determined number of tee times for the day of play, in advance of the normal booking days and times for members.
- 10. League Captains must notify the Pro Shop of the draw sheet, four days ahead of the play day, and release unused tee times for members and the public. If the number of participants falls below the set minimum, the draw may be cancelled. (Should the number of participants be affected by periodic zone or inter-Club tournaments, this rule may be set aside.)
- 11. Non-members may participate in league play at the guest green fee rate, provided that no member is excluded from participating.
- 12. Course maintenance schedules and playability of the course due to weather conditions will take precedence over league play, as determined by the Grounds Superintendent and the Head Professional.

6.2. Tournaments

- 1. All club tournaments will be scheduled and operated under the direction of the Club Captain and Head Professional.
- 2. The Club Championship, the Men's and Ladies Amateur and any Golf BC or Zone tournaments will be under the direction of the Club Captain with such volunteer members as needed for the operation of the tournaments.
- 3. Mount Brenton golf passes or any exchange passes with other Clubs are administered by the Head Professional and should be used as tournament prizes or promotions for the benefit of the Club.
- 4. All participants in sanctioned tournaments must have a valid Golf Canada handicap index.
- 5. Private, corporate and charity tournaments will be under the direction of the Head Professional.
- 6. The Food and Beverage operator should be consulted for any required food and beverage service prior to the event.
- 7. The Directors of Communications and Member Services may be consulted for assistance in media promotion, marketing and advertising as required.
- 8. Final approval for all tournaments rests with the Board through the Director of Golf Operations.

7. Course Rules

The Club adheres to the Rules of Golf published by Golf Canada and other regulatory golf bodies. The Club may from time to time publish local rules specific to play and use of the course. Adherence to the principles of 'Ready Golf' and the new Rules of Golf (2019), designed to speed up play and enhance the enjoyment of the game of golf, is paramount.

- 1. Pace of Play at Mount Brenton is determined to be 4 hours or less.
- 2. The Club Captain in consultation with the Head Professional is the authority for rule interpretation.

- 3. The Handicap Chair is responsible for hole handicap allocation, accurate distance measures, and course ratings in consultation with and utilizing the resources of Golf BC.
- 4. The Handicap Chair will publish handicap indexes for all members participating in the Golf Canada handicap system.
- 5. The Head Professional determines opening and closing times of the course in consultation with the Grounds Superintendent.
- 6. The Head Professional in consultation with the Grounds Superintendent determines playability of the course and whole or partial course closures due to snow, rain, wind, flooding, or maintenance issues. Temporary greens may be employed for frost and excessive saturation of greens. Temporary tee boxes may be employed for maintenance or excessive saturation.
- 7. Grounds Crew has the right of way working on and traversing the course.
- 8. Power carts may be restricted to 'cart paths only' during winter months and at other times as determined by the Grounds Superintendent.
- 9. All power carts are restricted from traversing the hillsides of holes 5, 6, 13 and 18; the slope between 17 green and 18 tee box; and the fairway adjacent to the 18 pond and green. No power carts are allowed within the white chalk lines surrounding the approaches to greens.
- 10. No power carts are permitted on par 3 holes except for flagged disabled permit holders.
- 11. Power carts entering fairways should use the 90-degree rule relative to their ball when entering the fairway. Fairways may be traversed until the white chalk line or cart exit signs are evident and then exit to the cart path in a 90-degree direction.
- 12. Power carts should avoid entry in any wooded or eco-sensitive area of the course.

8. Conduct of Members, Guests, Staff and Contractors

All members, guests, staff, contractors, and their employees shall conduct themselves in a respectable manner and follow the rules of conduct, established herein. The Board is committed to providing an environment for all that respects human dignity. Unacceptable behaviour, including but not limited to personal and sexual harassment, will be dealt with by recording of incidents, investigations, written warnings and/or punitive penalties issued by the Board. Discipline will be progressive and documented. Depending on the severity of the incident, or repeated offences, penalties may include suspension, termination of membership, termination of employment or permanent banishment from the course.

- 1. Incident reports will be completed in a format prescribed by the Board. The LCRB may recommend a specific format for alcohol related incidents for review by the liquor inspector.
- 2. All incident reports must be filed with the Club Office and brought to the attention of the Board for resolution.
- 3. The Director of Golf Operations is responsible for the investigation of all incidents and to make recommendations to the Board for further action, if any.

- 4. The Head Professional, Club Captain, Office Managers, Grounds Superintendent, Food & Beverage Manager, and Directors may initiate incident reports to be investigated either by witnessing the incident or receiving a complaint.
- 5. Threats, physical altercation, or use of weapons will result in the individual being asked to leave the course immediately and/or initiate a request for law enforcement to attend, by calling 911.

8.1. Personal Harassment

- 1. Personal harassment is defined as any abusive, unfair, or demeaning treatment of any individual that has the effect or purpose of unreasonably interfering with their status or performance, or creating a hostile or intimidating environment.
- 2. Furthermore, such treatment has the effect or purpose of offending or demeaning the person or group of persons based on race, colour, ancestry, place of origin, nationality, religion, family, or marital status, physical or mental disability, age, sex, or sexual orientation.
- 3. Threats, unwelcome remarks, jokes, innuendos or taunting with reference to any of the above are considered harassment, as are displaying racist or bigoted ethnic materials.

8.2. Sexual Harassment

- 1. Sexual harassment is defined as any incident involving unwelcome sexual advances, request for sexual favours or other verbal or physical conduct of a sexual nature, which conduct may reasonably be expected to cause insecurity, discomfort, offence, or humiliation of another person.
- 2. Sexual harassment includes submission to or rejection of such conduct used as a basis for employment decisions, either real or implied.
- 3. Examples of sexual harassment include, but are not limited to, unwelcome remarks of a sexual nature, propositions or requests for sexual favours, unwanted touching, verbal abuse, threats, and sexual assault.

8.3. Alcohol

Alcohol may be purchased and consumed at the Club in designated areas. All members and guests of the course are expected to drink responsibly, follow the direction of staff, and adhere to the law in respect to driving under the influence. This applies to golf carts and private motor vehicles.

- 1. Under the terms of the Club's liquor permit and regulations administered by the Liquor and Cannabis Regulation Branch, the Club is a licensed establishment for the sale and consumption of alcohol in the Restaurant and Clubhouse and the playing area of the golf course.
- 2. No outside purchased alcohol may be brought to or consumed on the golf course. Signage to this effect is prominent on the course.

- 3. All alcohol sold on the golf course is labelled with an appropriate identifier and may be purchased either at the Restaurant, the Snack Shack or Beverage cart (if applicable).
- 4. Failure to comply with the regulations may result in fines under the Act.
- 5. Staff will be monitoring members and green fee players in the parking lots, Clubhouse, and on the course. Members and green fee players may be subject to random mandatory bag and cooler checks. Failure to comply may be interpreted as an admission of carrying contraband alcohol and may result in cancellation of the tee time and round.
- 6. All staff including grounds crew and Course Marshals will monitor illicit alcohol consumption on the course. Possession and consumption of contraband alcohol will result in confiscation of alcohol which will be returned on leaving the course. Perpetrators may be asked to leave the course immediately.
- 7. The Board has enacted a three-strike policy for transport and consumption of outside alcohol.
 - a) A first offence will result in a written warning, documented, and held on file in the Club office.
 - b) A second offence will result in an automatic suspension of booking and playing privileges, from the date of infraction for 30 days.
 - c) A third offence will result in an automatic indefinite suspension of booking and playing privileges and a Board hearing to determine cancellation of membership or permanent banishment from Mount Brenton.
- 8. Overindulgence and inebriation on the course or in the Clubhouse will not be tolerated. Under "Serving it Right" guidelines, staff are obligated to cease alcohol sales when over consumption is evident. Staff is also obligated to notify law enforcement if the potential for drunk driving exists.
- 9. Aberrant behaviour on the golf course resulting from overindulgence or intoxication will result in suspension of the round and being asked to leave immediately. Further punitive measures may follow.

8.4. Smoking & Vaping

- 1. Smoking tobacco products or vaping is prohibited anywhere in the Clubhouse, the Restaurant, the patio deck, the south, east and west frontage of the Clubhouse including the practice green, the first tee, as well as the practice area and within 10 metres of the cart shed.
- 2. Smoking is permitted on the course subject to the agreement of playing partners. Please carry a fireproof container to dispose of smoking products in a responsible manner. Do not at any time dispose of smoking products on the greens, fairways and rough, or in waste or recycle bins.
- 3. When fire conditions are rated extreme, smoking on the course may be prohibited while such conditions exist. Notices will be posted in the Clubhouse, on the course and the website.

8.5. Dress Standards

The Club wishes to have a consistent standard of dress for golfers on the course and Clubhouse staff. This standard will be reasonable and non-intrusive.

- 1. The Dress Standard for golfers will be posted at or near the Pro Shop.
- 2. Clothing and footwear should be appropriate for the game of golf.
- 3. Any attire bearing blatant product advertising (other than designer labels and logos), offensive, demeaning or racist language, or political messaging is prohibited.
- 4. Pro Shop staff will monitor the dress of golfers and if deemed outside of the posted standard, may deny playing privileges.
- 5. Clubhouse staff should wear casual clothing appropriate for their duties in keeping with the Club's dress code.

9. Member Golf Carts and Cart Shed

The Club operates a Cart Storage Facility for its members. Annual cart shed expenses, comprised of maintenance; security, hydro, and insurance are wholly funded and supported by cart member dues. The following are the policy and rules of use for the cart shed and the operation of member carts on the golf course.

- 1. Cart shed spaces will only be allocated to members of the Club.
- The Cart Shed Rental Agreement_must be completed by the owner(s) and signed by the owner(s) and an Office Manager. The Agreement is an integral part of this Policy.
- 3. Annual cart shed rental fee is established and published by the Board in December, payable January 1 in each calendar year. Cart Shed Rental Agreements started during the year will have the initial annual cart shed rental fee prorated.
- 4. Any electric cart and charger older than 20 years at the time of application for storage must have a certificate of good electrical and mechanical condition provided from a recognized golf cart service agent or dealer.
- 5. All carts in the cart shed must be maintained in good condition by the owner. Annual inspections will be conducted at the discretion of the Board using such service agents as the Board deems appropriate. Individuals may contract out their own inspection provided it meets the Boards minimum requirements and the results are provided to the Club Office. Failure to remedy and provide proof of such remedy of any identified issues, within a reasonable period, may result in removal of the cart from the cart shed, and termination of the Cart Shed Rental Agreement. Where an immediate risk to the cart or the cart shed exists the Club may authorize and pay for immediate repairs. The owner of the cart agrees to reimburse the Club for the cost of these repairs.
- 6. Part ownership of golf carts, and co-rental of a cart space, will be allowed at the time of signing a Cart Shed Rental Agreement. A co-renter may convert to a sole renter at any time. A sole renter or co-renter may not add or change a co-renter without the Club's approval.

- 7. Any member terminating their membership will receive a pro-rated refund of the annual fee after removal of the cart.
- 8. Sale of a member cart does not automatically confer the storage space to the buyer. A Cart Shed Rental Agreement will need to be submitted for cart storage space rental. Cart spaces cannot be gifted, deeded, loaned, or otherwise turned over to another member.
- 9. Storage or use of accelerants or any inflammable substance (gasoline, propane, etc.) in the cart shed or near the cart shed will not be allowed under any circumstances, and if found will be removed by staff. Smoking or vaping in, or within 10 m of the cart shed is strictly prohibited. Fueling of gas carts must take place outside, at least 10 metres away from the shed. Any member who contravenes this rule may have their membership at the Club, and cart shed rental privileges suspended or permanently revoked immediately.
- 10. The Club is an electric golf only course. The only exception to this will be grandfathered gas fueled carts which may be stored in the cart shed, or used on the course, only by their original owner. A grandfathered gas-propelled cart is a cart that was owned by a member prior to June 26, 2019. No grandfathered gas-propelled cart may be driven by another member or guest without the owner member being present on the cart. No grandfathered gas-propelled carts will be allowed on the Course on or after January 1, 2030. Gas carts will only be stored in designated shed stalls.
- 11. Members who wish to continue off course storage and trailering of electric carts, or grandfathered gas propelled carts, will be required to complete a Cart Trailering Agreement and pay an annual Trail Fee. The Trail Fee is payable on January 1, and no prorated return of an annual fee will be made in the case of discontinuance of trailering. Failure to pay this fee may result in suspension of booking privileges and/or termination of membership.
- 12. All carts stored in the cart shed or Trail Fee users shall prominently display a current Mount Brenton Golf Club cart license sticker attached to the windshield of their cart.
- 13. All carts, whether stored in the cart shed, or Trail Fee users, shall be insured as set out in the Cart Shed Rental Agreement.
- 14. Storage of unused or abandoned carts in the cart shed is not permitted. Should a member or former member fail to remove a cart from the cart shed within 30 days of the posting of written notice by the Club may be removed and disposed of by Mount Brenton Golf Club without any recourse by its owner.
- 15. The Club will not be responsible or liable whatsoever for any death, damage, injury, or loss occasioned to a golf cart, or occasioned by a golf cart's storage or use on or in the proximity of the cart shed or grounds. All such death, damage, injury, and loss will, to the fullest extent of the law, be the responsibility of the owner of the cart, regardless of the actions, inactions, or negligence of the Club or its members, guests, employees, and agents.
- 16. All golf carts operated at the Club must adhere to the posted rules of driving on the golf course and within Club facilities, including those rules restricting and governing use in and around the parking lot. Under no circumstances will any cart be allowed to cross Henry Road either over the roadway or by the pedestrian crosswalk.

- 17. Carts may approach greens only to the perimeter indicated by white chalk lines and must follow directional cart signs. All carts are prohibited from traversing the clearly demarcated hillsides of holes 5, 6, 13 and 18, the slope between 17 green and 18 tee and the approach and perimeter of the pond on 18. Carts may not enter or traverse the fairway of any par 3 hole. Carts must be operated in a responsible manner to avoid injury or damage to persons, property and/or vegetation. Transgression may result in removal of golf carts from the Club, loss of cart shed rental, cart trailing, and cart rental privileges and such other punitive measures determined by the Board, including suspension of booking and playing privileges or termination of membership.
- 18. Members with mobility impairments may obtain a handicap flag through the Club Office on presentation of a physician's certificate equivalent to the SPARC BC parking permit. The flag mounted on their cart will allow them on all par 3 fairways. All other restrictions of (19) apply. The handicap flag must be renewed every three years with a new signed certificate.
- 19. Advertising, except for brand or sports team logos, offensive commercial products or services, and political messaging, in any manner or form are prohibited on private and rental carts.

10. Course Memorials

Mount Brenton wishes to provide the opportunity for family and friends of deceased members or employees to establish an enduring memorial with donated trees, shrubs or plants, and an accompanying plaque, at specified locations on the course.

- 1. Memorial benches and plaques will no longer be used due to high maintenance costs. Where room exists on current benches, additional plaques may be considered on application to the Board.
- 2. Those benches currently on the course will be grandfathered until such time as they are unfit and beyond repair to be on the course. The original donor will be contacted by the Club for an alternative memorial as per the policy. Should this not be possible, the plaques will be retained, and the Club will seek an alternate location for an appropriate memorial for fallen members and staff.
- 3. The appropriate process is for family or friends to apply to the Board through the Club Office and complete an application form. The applicant will then be contacted by the Grounds Superintendent to discuss details and requests for location and type of vegetation.
- 4. The final decision on location and type will be made by the Grounds Superintendent based on course requirements, suitability, and survivability. Should the planting be unsuccessful, lost to disease or damage, the Club will not be responsible for replacement but will contact the donor for replacement if they so wish. Likewise, if changing course requirements require removal or relocation, the Club will contact donors for an alternate solution.
- 5. Plaques will be uniform in size and style with wording determined by the applicant in consultation with the Grounds Superintendent. The procurement of plaques, trees, shrubs, or plants will be the responsibility of the Grounds Superintendent.

6. The cost of any vegetation and plaque will be borne by the donor individual or group, made payable to Mount Brenton Golf Course Ltd.

11.0 Advertising

- 1. Mount Brenton GC contracts with a number of local businesses as hole sponsors for an annual fee to be determined by the Board. Such advertising to be tasteful and limited in size for attachment to hole markers as determined by the Board.
- 2. No other commercial advertising or marketing vehicles are allowed anywhere on the course, the Clubhouse or any other building or structure owned or operated by Mount Brenton Golf Course without the express written permission of the Board.
 - a) The Food & Beverage operator may advertise hours of operation, menu items and/or food and drink specials, or special events, on poster boards, chalk boards, bulletin boards or sandwich boards in or near the Clubhouse and Snack Shack provided they do not interfere with the normal operation of the golf course. Guidance should be sought by the operator from the liaison Director of Food Services on location and method of application.
 - b) With the exception of brewery names or logos on various portable structures, for example umbrellas and sandwich boards, all other forms of alcohol advertisement is strictly regulated by the BC Liquor and Cannabis Control Branch and enforced by MBGC.
 - c) The Pro Shop may advertise special events, inventory sales or news of interest with the use of poster boards, chalk boards, bulletin boards or sandwich boards in and around the Clubhouse provided normal operation of the golf course is not impeded. Commercial advertising for Golf products and apparel is limited to the inside of the Pro Shop only.
 - d) The Bulletin boards located near the main Clubhouse entrance and in the lower lounge are controlled by the Office Manager. Any commercial or private notices or advertising should be approved by the Office Manager before posting.
 - e) Political, religious or controversial messaging of any kind is strictly prohibited anywhere on Mount Brenton Golf Course property.
- 3. Mount Brenton hosts a number of charity golf tournaments each of which may have a variety of sponsors for the event. Mount Brenton will allow advertising by these sponsors provided they do not interfere with normal operations of the golf course.
 - a) If in doubt as to placement of signs and posters, advice should be sought by the tournament organizers from the Head professional, the Head Groundskeeper and/or the Director of Golf Operations. Posters will not normally be attached on

the outer walls of the Clubhouse or any other MB building, with the use of tape, staples, nails or screws.

- b) Signs or posters may be placed no more than one day before the tournament and removed no more than one day after the tournament.
- 4. Advertising or messaging of any kind (except as noted below) is prohibited on private member carts or MB rental carts with the exception of sports or team logo decals.
 - a) On rental carts equipped with a clear plastic message holder (front canopy), MBGC may provide pertinent messaging for cart users or contracted advertising from local business.

12.0 Distribution, Review and Revision

The Operations Manual will be available to all Directors, and all Members through such medium as determined by the Board. A complete review and revision of the manual should be undertaken at least once every 3 years.

- 1. The Operations Manual is a dynamic document which should be revised and amended as circumstances and policies change over time. It is relevant to the day-to-day guidance of the Board and the information for all members is paramount.
- 2. Any policy, rule or substantive change instituted by the Board and inherent in this manual should trigger revision of the applicable section at the time the change is approved by the Board, and noted by 'date of revision'.
- 3. A general review should be undertaken by the Board once every 3 years and make changes, or updates as required by circumstance or changing conditions, with annotation of the current year of the Manual.
- 4. A master copy of the Manual should be retained in the Club Office.
- 5. All Directors should receive a copy of the current Manual on election to the Board.
- 6. All Board Officers, the Head Professional, the Grounds Superintendent and Food & Beverage Manager should receive a copy.
- 7. The Manual will be posted on the Club website in the member's section and all new members made aware of its location.

Revision Log

Section/Req.	Summary of Change	Date
Revision Log	Added Revision Log	Nov. 20, 2022
5.5.1 / 2	Reworded to clarify access requirements	Nov. 20, 2022
Section 3.0	Intermediate membership changed from Associate to Regular	April 19, 2023

Mission Statement & Commitments	Updating to include respectful and inclusive atmosphere	April 19, 2023
3.1.2.4	Limited membership dues percentage increased to 75% over a 2 year period	Nov. 24, 2023
11.0	Added 11.0 Advertising	Sept. 18, 2024
Sections 3,4,5,9	Multiple updates and revisions	January 13/25