

# **Narragansett Pier Resident Association**

## **Association Agreement**

**Revision 09/17/2022**

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# ASSOCIATION AGREEMENT

This Agreement is dated as of March 20, 2014 by and among the Members of the Narragansett Pier Residents Association whose names and addresses appear on Schedule 1 hereto.

## WITNESSETH:

**Whereas**, the Members, having certain common interests and concerns, have formed an Association known as the *Narragansett Pier Residents Association* which they desire to be regulated according to the following terms and conditions.

### Section 1. Definitions

In this Agreement the following definitions apply unless the context requires a different interpretation:

1.1 'AGM' means the Annual General Meeting of the Association.

1.2 'Association' means the Narragansett Pier Residents Association.

1.3 'Board' means the following Officers: the Chairman; the Vice-Chairman; the Secretary; the Treasurer; and additional Members as elected at the AGM; however, in no case will the aggregate number of board members exceed eleven.

1.4 'EGM' means an Extraordinary General Meeting of the Association.

1.5 'Narragansett' shall mean the Town of Narragansett, RI

1.6 'Officer' means any member of the Board.

### Section 2. Objectives of the Association

2.1 Each of the Members contracts with each of the others to join together to promote and represent the interests and the views of the Association. In particular the Association seeks to:

(i) promote peace and safety for all Narragansett residents through party control, parking and family-friendly zoning restrictions, boarding and guest house rules, rental fees and regulations, and tax policy.

(ii) protect Narragansett's natural beauty and historic charm through the clean-up of litter and graffiti, maintenance of historic structures, enhancement of neighbourhood landscaping, sidewalks, lighting and streetscapes.

(iii) protect, improve and expand the bike path, and all town parks and playgrounds.

(iv) protect, maintain and improve the Narragansett Town Beach.

(v) promote and support Town economic development projects, activities and policies aimed at bringing families to Narragansett by attracting high value, commercial, professional or industrial businesses to Narragansett.

2.2 Membership shall be open to owner-occupants and year-round renters of residential property in Narragansett and who are parties to this Agreement or accede to it, as provided in paragraph 2.3, and who ascribe to the objectives of the Association as set forth in Section 2.1. To the extent a residential property is held by multiple individuals (e.g., a joint tenancy) or by a partnership, corporate entity or trust, such owner or owners of legal title to the relevant property shall constitute one single Member for the purposes of this Agreement.

2.3 Further Members may agree to the terms of this Agreement in writing.

### **Section 3. Dues**

3.1 A Member's annual dues shall be such as the Members determine at the AGM. Current dues shall be set out in Schedule 1 to this Agreement and updated if and when the Members change the Schedule of dues in accordance with this Agreement.

3.2 Dues shall be payable on January 1 each year or upon joining the Association, if that occurs in the middle of a year. Any Member who has not paid his/her dues by the due date shall be disqualified from attending any meeting of the Association and from voting, and denied access to the non-public portions of the Association website, until the dues for that year have been paid.

### **Section 4. Resignation and dis-association**

4.1 A Member may resign from the Association by informing the Secretary in writing of his or her intention to do so. If a Member chooses to resign, no part of his or her dues shall be refundable.

4.2 The Board shall have the power to dis-associate with any Member who infringes this Agreement or any Association rules promulgated pursuant hereto or whose conduct (in the Board's opinion) is harmful to the objectives or reputation of the Association, or renders him or her unfit for membership. No part of a dis-associated Member's dues shall be refundable.

### **Section 5. Management of the Association**

5.1 Subject to a vote of the membership at an AGM or an EGM, the management of the Association shall be vested in the Board.

5.2 The Chairman's (or, in his absence, the Vice-Chairman's) functions shall include without limitation:

- Setting the procedure for meetings of the Board;
- Providing overall direction of the activities of the Association;
- Chairing meetings of the Board and Members.

5.3 The Secretary's functions shall include without limitation:

- Sending notices/information to Members;
- Recording the proceedings of AGMs, EGMs and meetings of the Board.

5.4 The Treasurer's functions shall include without limitation keeping records and accounts of the dues receipts and expenditures of the Association.

5.5 The quorum for Board meetings shall be a majority of the Board.

## **Section 6. Powers of the Board**

The Board's powers shall include, but not be limited to:

- Pursuing the objectives of the Association as set forth in Section 2 of this Agreement;
- Filling any vacancy on the Board from existing Members until the next AGM;
- Appointing such sub-committees as they believe necessary;
- Retaining and holding as property of the Association all sums of money coming into the Association. All checks drawn by the Association shall be signed by the Chairman or the Treasurer, or by such other Officers of the Association as may be authorized by the Board from time to time.
- Permitting, unless a contrary direction is given, all Officers to recoup out-of-pocket expenses authorized by the Board.

## **Section 7. Annual General Meetings**

7.1 The AGM of the Association shall be held each year, at a time and place determined by a vote of the Board.

- receiving the reports of the Board, any sub-committees and of the Treasurer in relation to the Association's activities since the previous AGM (or, in the case of the May 2015 AGM, since inception of the Association);
- electing the Officers of the Association for a term of one year;

- fixing the dues, and
- dealing with any other general business of the Association.

7.2 Twenty (20) days' notice shall be given of each AGM, including the date, time, place and any special purpose.

7.3 Any Member may raise any matter at the AGM, provided that he or she has given the Secretary notice of fifteen (15) days.

## **Section 8. Extraordinary General Meetings**

8.1 An EGM shall be convened by the Secretary within twenty-eight (28) days of receipt by him or her of a direction by the Board or of a requisition signed by at least 20% of the total membership of the Association.

8.2 No EGM shall take place before the giving of fourteen (14) days' notice of the meeting to the Members.

8.3 The notice shall state the date, time, place as well as the purpose of the meeting.

## **Section 9. Quorum at AGM or EGM**

Any AGM or EGM may proceed provided that at least 20% of the Members are present within half an hour of the time specified for the start of the meeting.

## **Section 10. Voting at meetings**

10.1 Subject to this Agreement, procedures in relation to nominations for Officer candidates and voting shall be as established by the Board from time to time.

10.2 Only Members whose dues are paid may be counted toward the quorum and vote.

10.3 Any amendment of this Agreement shall require the affirmative vote of at least two-thirds of the Members attending who are entitled to vote.

10.4 Except as provided in Section 10.3, a vote shall be carried by a simple majority of those attending and entitled to vote.

## **Section 11. Dissolution**

If the Members vote to dissolve the Association, any surplus funds on the winding-up shall be distributed to the Jonnycake Center or another registered charity chosen by the

Officers of the Association at the date of the vote to dissolve.

## **Section 12. Notices**

Any notice or other information required or authorized by this Agreement to be given by any party to another may be given by hand or sent by first class pre-paid post or electronic means to the other party at the address provided on the signature pages to this Agreement for that type of communication.

## **Section 13. Miscellaneous matters**

13.1 If any term in this Agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as independent and severable from each other paragraph and therefore separately enforceable.

13.2 With respect to any meeting pursuant to this Agreement, telephonic or videoconference participation shall count towards a quorum and for purposes of voting.

13.3 This Agreement may be executed in any number of counterparts, including by facsimile or electronic signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

## **Section 14. Dispute resolution**

In the event of a dispute arising out of or in connection with this Agreement, the parties undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.

## **Section 15. Governing law**

**This Agreement shall be governed by and interpreted according to the laws of the State of Rhode Island.**

## **Schedule 1: Annual Dues**

Annual membership shall be set at \$25 per Member.