

**Neponset River Watershed Association, Inc.**

**BYLAWS**

**as Amended May 2, 2021**

**ARTICLE I: NAME**

The name of this Corporation shall be the Neponset River Watershed Association, Inc. (hereafter “the Association”).

**ARTICLE II: PURPOSES**

The purposes of the Association shall be as stated in the Articles of Organization, as amended.

**ARTICLE III: OFFICES**

The principal office of the Association shall be located in the Commonwealth of Massachusetts, at such location as the Board of Directors may from time to time determine.

**ARTICLE IV: MEMBERS**

**1. Classes of Membership.** The Board of Directors may, by resolution, establish one or more classes of membership, all of which shall be voting members.

**2. Dues.** The Board of Directors may from time to time, establish rates for annual dues for the various classes of membership.

**3. Qualifications.** All interested persons and groups who wish to advance the Association’s purposes, may become Members of the Association (hereafter “Members”) upon payment of annual dues on or before the date of the annual meeting and upon approval of application for membership by the Board of Directors.

**4. Removal and Resignation.** The Board of Directors, by affirmative vote of two thirds of all the Members of the Board, may suspend or expel a Member for cause. Any Member may resign by filing a written resignation with the Secretary. Failure of a Member to renew their membership dues prior to the next annual meeting shall be considered resignation for all purposes of these bylaws, including voting at the annual meeting or calling a special meeting of the members.

**ARTICLE V: MEETINGS OF MEMBERS**

**1. Annual Meeting of Members.** The Annual Meeting of the Members shall be held at the office of the Association or such other time and place as the Board of Directors may select, for the purpose of electing Officers and Directors and for the transaction of such other business as may come before the meeting.

**2. Special Meetings.** Special Meetings of the Members shall be called upon written request of either a majority of the Board of Directors or ten or more Members submitted to the President or Secretary. Such requests shall identify the purpose of the meeting and the matters to be considered by the Members.

**3. Notice.** Written notice stating the place, day, and hour of any meeting of the Members shall be sent to the Members not less than seven (7) days before the date of such meeting, by or at the direction of the President or the Secretary. The purpose or purposes for which the meeting is called shall be stated in the notice.

**4. Voting and Proxies.** Each Member shall be entitled to one vote on each matter submitted to a vote of the Members. Voting by proxy or by electronic means may be permitted under such conditions as prescribed by the Board of Directors.

**5. Remote Participation.** The Board of Directors may from time to time allow Members to participate or vote in a meeting by means of a conference telephone call or internet-based communication platform which allows for all meeting participants to communicate with each other in a substantially concurrent manner. Participation by such means shall constitute presence in person at the meeting provided that reasonable measures are implemented to verify the identity of Members and proxy holders.

**6. Quorum.** Forty Members, whether present in person or, if permitted by the Board of Directors, by remote communication or proxy, shall constitute a quorum for the transaction of any business at any meeting of Members. If a quorum shall not be present or represented at any such meeting, the meeting may be adjourned to another time or place by the Board of Directors or a majority of the Members then present or represented.

## **ARTICLE VI: BOARD OF DIRECTORS**

**1. Role of the Board.** The property, business, and affairs of the Association shall be managed by a Board of Directors (each member thereof, a “Director”).

**2. Enumeration, Qualifications and Term of Office.** The number of Directors shall be fixed by the Members and shall be at least seven. Directors shall be elected by the Members at the Annual Meeting. Only Members shall be eligible for election to the Board of Directors. Each Director shall hold office until the second annual meeting of the Members following their election, and until their successor shall have been elected and qualified, or their earlier resignation or removal.

**3. Board Meetings.** The Board of Directors shall select the time and place for holding regular meetings of the Board.

**4. Special Board Meetings.** Special meetings of the Board of Directors may be called by or at the request of the President or any four Directors by giving notice of the date, time, place and purpose of such meeting to all Directors at least two days in advance of such meeting.

**5. Quorum.** At least 50% of the Directors then serving shall constitute a quorum for the transaction of business at any meeting of the Board.

**7. Compensation.** Directors shall not receive any salaries for their services as Directors but, by resolution of the Board of Directors, a fixed sum for expenses of attendance may be allowed for attendance at each regular or special meeting of the Board; but nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefor.

**8. Vacancies.** Any vacancy occurring on the Board of Directors may be filled by the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of their predecessor in office.

**9. Remote Participation.** Some or all Directors may participate or vote in any meeting by means of a conference telephone call or internet-based communication platform which allows for all meeting participants to communicate with each other in a substantially concurrent manner. Participation by such means shall constitute presence in person at the meeting.

**10. Resignation, Suspension or Removal.** A Director may resign at any time upon written notice to the Board of Directors or to any Officer of the Association. Any Director may be suspended or removed with or without cause by a vote of the majority of Directors then serving, at a meeting which has been duly convened, and where notice of the proposed removal or suspension of a Director has been communicated in accordance with these bylaws, and following an opportunity for the Director in question to be heard at the meeting.

## **ARTICLE VII: OFFICERS**

**1. Officers.** The officers of the Association (each, an “Officer”) shall be a President, Vice President, Secretary, Treasurer, Executive Director and such other Officers as may be elected in accordance with the provisions of this article. Any two or more offices may be held by the same person, except the offices of President and Secretary shall not be combined, and the Executive Director shall not hold any other office.

**2. Election and Term of Office.** All Officers shall be Members of the Association. The Executive Director shall be elected from time to time by an affirmative vote of a majority of the Directors then in office and shall serve until removed by the Board of Directors or their resignation. All other Officers shall be elected by the Members at the Annual Meeting and each shall hold office until the second annual meeting of the Members following their election, and until their successor has been duly elected, or their earlier resignation or removal. Excepting the Executive Director, no Officer shall serve more than two consecutive terms in any one office. Upon election, all Officers shall automatically be members of the Board of Directors except the Executive Director who shall not be a member of the Board of Directors.

**3. Vacancies, Resignation and Removal.** A vacancy in any office may be filled for the unexpired portion of the term by the Board of Directors, except that a vacancy of the Executive

Director may be filled permanently by the Board of Directors. An Officer may resign their office at any time upon written notice to the Board of Directors or to any other Officer of the Association. An Officer who dies shall be deemed to have resigned as of the date of death. Any Officer may be suspended or removed with or without cause by a vote of the majority of Directors then serving, at a meeting of the Board of Directors where notice of the proposed removal or suspension of an Officer has been communicated in accordance with these bylaws, and following an opportunity for the Officer in question to be heard at the meeting.

**4. President.** The President shall preside at all meetings of the Members and of the Board of Directors and shall perform all duties incident to the office of President and such other duties as may be determined by the Board of Directors or these bylaws.

**5. Vice President.** In the absence of the President, or in the event of the President's inability or refusal to act, the Vice President shall perform the duties of the President, and, when so acting, shall have all the powers of, and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to them by the President or by the Board of Directors.

**6. Treasurer.** The Treasurer shall supervise the care and custody of all funds and securities of the Association from any source whatsoever, and oversee deposit of all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these bylaws; and, in general, shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to them by the President or by the Board of Directors. If required by the Board of Directors, the Treasurer shall give bond for the faithful discharge of their duties in such sum and with such surety or sureties as the Board of Directors shall determine. The Treasurer may, with the approval of the Board of Directors, delegate selected day to day financial administration responsibilities to the Executive Director or another agent.

**7. Secretary.** The Secretary shall keep the minutes of the Meetings of the Members and of the Board of Directors in electronic format or in one or more books provided for that purpose; shall see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; shall supervise the care and custody of the corporate records and of the seal of the Association, if any; shall ensure that a record is kept of the post office address of each Member and contributor, which shall be furnished to the Association by such Member or contributor; shall serve as Clerk of the Association within the meaning of the General Laws of the Commonwealth of Massachusetts; and in general perform all the duties ordinarily incident to the office of Secretary and such other duties as from time to time may be assigned to them by the President or the Board of Directors. The Secretary shall be a resident of the Commonwealth of Massachusetts, unless the Association shall have appointed a resident agent.

**8. Executive Director.** The Executive Director shall be the chief executive officer of the Association, subject to the direction of the Board of Directors. The Executive Director shall have all the duties and responsibilities necessary and appropriate to managing the affairs of the Association as are usually incident to that office and as may be vested in that office by these bylaws or by the Board of Directors. The Executive Director shall be responsible for the on-

going management of the Association and its staff, including sole authority for hiring and firing of employees. The Executive Director shall carry out the objectives, policies, and programs of the Association as directed by the Board of Directors and shall be allowed such salary and sum of money for staff assistance as the Board of Directors may determine.

## **ARTICLE VIII: COMMITTEES**

**1. Committees.** Committees, whether standing or *ad hoc*, may be created and their members appointed by resolution of the Board of Directors and shall have a written statement of purpose and responsibilities. One member of each committee shall be appointed Chair by the Board of Directors or by the members of such committee. Any committee member may be removed from the committee by the Board of Directors whenever in their judgment, the best interests of the Association shall be served by such removal.

**2. Nominating Committee.** At least sixty days prior to the Annual Meeting of the Members, the Board of Directors shall appoint at least three Board Members of the Association to serve as a Nominating Committee, designating one person as Chair of the Committee. The Committee shall meet, at the call of the Chair, to prepare a list of nominees to fill vacancies of Officers and on the Board of Directors. The Committee shall furnish such list to the Board of Directors at least seven days in advance of the Annual Meeting.

**3. Financial Affairs Committee.** The Board of Directors shall establish a committee to assist with supervising the Association's financial affairs. The Committee shall be chaired by the Treasurer, shall report to the Board of Directors at least quarterly and upon request of the Board of Directors and shall operate in a manner consistent with its written statement of purpose and responsibilities as approved by the Board of Directors.

**4. Development Committee.** The Board of Directors shall establish a committee to assist with coordinating the Board of Directors' efforts in regards to fundraising and resource development necessary to advance the mission of the Association. The Committee shall operate in a manner consistent with its written statement of purpose and responsibilities as approved by the Board of Directors.

## **ARTICLE IX: CONTRACTS, CHECKS, DEPOSITS AND FUNDS**

**1. Contracts.** The President, the Secretary and/or the Executive Director may sign any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and executing whereof shall be expressly delegated by the Board of Directors or by these bylaws or by statute to some other Officer or agent of the Association.

**2. Checks and Financial Instruments.** All checks, drafts, or orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Association, shall be signed by such Officer or Officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such

determination by the Board of Directors, such instruments shall be signed by the Treasurer, President and/or the Executive Director of the Association.

**2. Deposit of Funds.** All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

**3. Contributions.** The Board of Directors may accept or reject on behalf of the Association all or any portion of any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

## **ARTICLE X: BOOKS AND RECORDS**

**1. Fiscal Year.** The Fiscal Year of the Association shall begin on April 1 and shall end on March 31 of each year, unless otherwise directed by the Board of Directors.

**2. Record Keeping.** The Association shall keep correct and complete books and records of account and shall keep minutes of the proceedings of meetings of the Members, Board of Directors and Committees, and shall keep at the principal office a record giving names and addresses of its Members entitled to vote and of contributors.

**3. Inspection of Records.** All books and records of the Association may be inspected by any Member, or their agent or attorney for any proper purpose at any reasonable time, upon the furnishing by such Member of such written representations and assurances as the Board of Directors may reasonably request.

## **ARTICLE XI: LIABILITY AND INDEMNIFICATION**

No Officer or Director shall be personally liable to the Association or its members for monetary damages for breach of fiduciary duty as an Officer or Director, notwithstanding any provision of law imposing such liability, except to the extent provided by applicable law, for liability (1) for breach of the Officer's or Director's duty of loyalty to the Association or its members, (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (3) for any transaction from which the Officer or Director derived an improper personal benefit.

**1. Indemnification.** The Association shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as a Director or Officer of the Association or of any of its subsidiaries, or who at the request of the Association may serve or at any time has served as a Director, or Officer of, or in a similar capacity with, another organization, against all expenses and liabilities (including counsel fees, judgments, fines, excise taxes, penalties and amounts payable in settlements) reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or other proceeding, whether civil, criminal, administrative or investigative, in which he or she may become involved by reason of their serving or having served in such capacity (other than a proceeding voluntarily initiated by such person unless he or she is successful on the merits, the proceeding was

authorized by the Association or the proceeding seeks a declaratory judgment regarding their own conduct); provided that no indemnification shall be provided for any such person with respect to any matter as to which he or she shall have been finally adjudicated in any proceeding not to have acted in good faith in the reasonable belief that their action was in the best interests of the Association; and provided, further, that as to any matter disposed of by a compromise payment by such person, pursuant to a consent decree or otherwise, the payment and indemnification thereof have been approved by the Association, which approval shall not unreasonably be withheld, or by a court of competent jurisdiction. Such indemnification shall include payment by the Association of expenses reasonably incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, upon receipt of an undertaking by the person indemnified to repay such payment if he or she shall be adjudicated to be not entitled to indemnification under this article, which undertaking may be accepted without regard to the financial ability of such person to make repayment.

**2. Fiduciary Indemnification.** A person entitled to indemnification hereunder whose duties include service or responsibilities as a fiduciary or employee with respect to a subsidiary or other organization (which may be deemed to include any employee benefit plan) shall be deemed to have acted in good faith in the reasonable belief that their action was in the best interests of the Association if he or she acted in good faith in the reasonable belief that their action was in the best interests of such subsidiary or organization or of the participants or beneficiaries of, or other persons with interests in, such subsidiary or organization to whom he or she had a fiduciary duty or served as an employee.

**3. Authorization of Indemnification.** Where indemnification hereunder requires authorization or approval by the Association, such authorization or approval shall be conclusively deemed to have been obtained, and in any case where a Director of the Association approves the payment of indemnification, such Director shall be wholly protected, if:

- (i) the payment has been approved or ratified (1) by a majority vote of a quorum of the Directors consisting of persons who are not at that time parties to the proceeding, (2) by a majority vote of a committee of two or more Directors who are not at that time parties to the proceeding and are selected for this purpose by the full Board of Directors (in which selection Directors who are parties may participate), or (3) by the Members of the Association if disinterested; or
- (ii) the action is taken in reliance upon the opinion of independent legal counsel (who may be counsel to the Association) appointed for the purpose by vote of the Directors or in the manner specified in clauses (1), (2) or (3) of subparagraph (i); or
- (iii) the payment is approved by a court of competent jurisdiction; or
- (iv) the Directors may have otherwise acted in accordance with the standard of conduct set forth in Chapter 180 of the Massachusetts General Laws.

**4. Timing of Payment.** Any indemnification or advance of expenses under this article shall be paid promptly, and in any event within 30 days, after the receipt by the Association of a written request therefor from the person to be indemnified, unless with respect to a claim for indemnification the Association shall have determined that the person is not entitled to indemnification. If the Association denies the request or if payment is not made within such 30-

day period, the person seeking to be indemnified may at any time thereafter seek to enforce their rights hereunder in a court of competent jurisdiction and, if successful in whole or in part, he or she shall be entitled also to indemnification for the reasonable expenses of prosecuting such action. Unless otherwise provided by law, the burden of proving that the person is not entitled to indemnification shall be on the Association.

**5. Amendment.** The right of indemnification under this article shall be a contract right inuring to the benefit of the Directors, Officers and other persons entitled to be indemnified hereunder and no amendment or repeal of this article shall adversely affect any right of such Director, Officer or other person existing at the time of such amendment or repeal.

**6. Beneficiaries.** The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of a Director, Officer or other person entitled to indemnification hereunder. The indemnification provided hereunder may, to the extent authorized by the Association, apply to the Directors, Officers and other persons associated with constituent corporations that have been merged into or consolidated with the Association who would have been entitled to indemnification hereunder had they served in such capacity with or at the request of the Association.

**7. Non-exclusivity.** The right of indemnification under this article shall be in addition to and not exclusive of all other rights to which such Director or Officer or other persons may be entitled. Nothing contained in this article shall affect any rights to indemnification to which Association employees or agents other than Directors and Officers and other persons entitled to indemnification hereunder may be entitled by contract or otherwise under law.

## **ARTICLE XII: AMENDMENT TO BYLAWS**

These bylaws may be altered, amended or repealed by a two-thirds vote of the Members present or represented at the Annual Meeting or at any Special Meeting, if at least seven (7) days written notice is given, stating in detail, such intention to alter, amend or repeal or to adopt new bylaws at such meeting.