

Greater Sudbury Watershed Alliance (GSWA)

Constitution
and
By-Laws

2012-05-28

UPDATED:
March 20, 2017

and

March 25, 2019

and

March 25, 2024

Greater Sudbury Watershed Alliance Constitution

Article 1: Name and Organization

- 1.1 This organization shall be known as the Greater Sudbury Watershed Alliance (GSWA).
- 1.2 The GSWA shall be incorporated within Ontario as a not-for-profit organization.
- 1.3 The GSWA shall be a not-for-profit organization and shall maintain itself as non-partisan and non-sectarian.
- 1.4 The GSWA head office will always be located in The City of Greater Sudbury, Ontario.
- 1.5 We acknowledge that we live within the Robinson-Huron Treaty traditional territory and we honour and respect the rights of the Anishinaabe peoples to their inherent relationships with their lands and waters.

Article 2: Vision

- 2.1 “Healthy, dynamic and sustainable watersheds within the City of Greater Sudbury”

Article 3: Mission

- 3.1 “To protect, promote and advocate for sustainable improvements in water quality and healthy watersheds”

Article 4: Values

- 4.1 “Working collaboratively in truth, sensibility and wisdom”

Article 5: Objects

Through education, advocacy, and action, we will improve lake, river, creek and wetland water quality.

- 5.1 Speak as one unified voice.
- 5.2 Strive to consider and support the goals and challenges of the membership.
- 5.3 Influence best practices for planning and development of a healthy and sustainable watershed that meets the needs of the community, such as but not limited to:
 - a. Watershed capacity and shoreline development
 - b. Waste Water Treatment Facilities
 - c. Septic System maintenance and inspection
 - d. Mining emissions and effluent
 - e. Storm water management and
 - f. Forestry practices.
- 5.4 Build community and individual stewardship.
- 5.5 Build collaborative partnerships with local businesses, organizations, associations and municipal and provincial governments.
- 5.6 Promote through educational forums, public events and media.

Article 6: Code of Operation

- 6.1 The GSWA will demonstrate ethics and values that are consistent with professional conduct and that follow the GSWA Conflict of Interest Guidelines, Addendum A.

- 6.2 The GSWA will be constructive, transparent and respectful.
- 6.3 The GSWA will communicate in a clear, accurate, truthful, direct, considerate and compassionate manner.
- 6.4 Individuals may not speak on behalf of the GSWA without permission granted by the Chair.
- 6.5 Members may not distribute internal GSWA documents unless authorized by the Chair.

Article 7: Changes in Constitution

- 7.1 Any proposed alterations or additions to this Constitution shall be made as prescribed in the By-Laws of the GSWA.

By-Laws

Article 1: Interpretation

In these by-laws, unless the context requires otherwise, the following interpretations are made:

- a. GSWA means Greater Sudbury Watershed Alliance,
- b. Words importing the singular include the plural and vice versa, and
- c. Words such as “he”, “her”, “chairman” etc. used herein are to be regarded without significance to gender.

Article 2: Board of Directors

- 2.1 **Numbers:** The GSWA will have a Board of Directors consisting of up to 13 people who may exercise all powers and do all acts and things as may be exercised except as may be otherwise prohibited by the by-laws, resolution or statute. The Board of Directors must consist of greater than fifty percent (50%) of stewardship group members.
- 2.2 **Qualification:** Directors will be a minimum of eighteen (18) years of age and be members in good standing in GSWA. They must also have regular access to a computer, email and the Internet.
- 2.3 **Elections and Term of Office:**
 - a. The applicants for incorporation shall be the first Directors of the GSWA until their successors are elected or appointed.
 - b. Directors are elected by the members at the Annual General Meeting by a show of hands unless a poll is demanded, and if a poll is demanded, such election will be by ballot.
 - c. In the event of a vacancy on the Board of Directors, such vacancy may, provided there is quorum, be filled by the Directors from among the members if they so choose, otherwise such vacancy may be filled at the next general meeting of members; and any Directors appointed or elected to fill any such vacancy shall hold office for the unexpired term of the Director who caused the vacancy.
 - d. A person ceases to be Director if she or he becomes bankrupt, is found by a court to be mentally incompetent, resigns in writing or ceases to be member in good standing.
 - e. The membership may, by resolution passed by at least two thirds (2/3) of the votes cast at a general meeting duly called in this regard, remove any Director before the expiration of his or her term and may, by majority of the votes cast at such meeting, elect any members in his or her stead for the remainder of the term.

- f. The initial term of office for members of the Board of Directors shall be for a term of three years. Subsequent to the initial term of three years all terms of office will be for a term of two years.
- 2.4. **Remuneration:** The Directors will serve as such without remuneration and no Director will receive any profits from his or her position. A Director may be paid reasonable expenses incurred by him or her in the performance of his or her duties.
- 2.5. **Meetings of Directors:**
- a. The meetings of the Board may be held at an agreed upon location to be determined by the Chair, and may be convened by the Chair or two Directors at any time.
 - b. Each Director must be given reasonable prior notice of meeting of regular and special Board of Directors meetings; provided that meeting of the Directors may be held at any time without formal notice if all the Directors are present or have given their assent in writing for the meeting to being held in their absence.
 - c. A quorum at any meeting shall be the majority of the total Directors.
 - d. Questions arising at any meeting shall be decided by a simple majority of votes.
- 2.6 **Advisors:** The Directors may from time to time appoint members to be Advisors to assist in conducting the affairs of the GSWA. The advisors will generally serve for a limited time, will be permitted to attend all Directors meetings but will have no power to vote.

Article 3: Officers

- 3.1 The Executive will consist of the Chair, Vice-Chair, Secretary, and Treasurer, who would be elected from the Board of Directors. A minimum of two (2) officers must also be stewardship group members.
- 3.2 Chair:
- a. The Chair may act as spokesperson and liaison with media, government and other organizations. The Chair may appoint one or more spokespersons at his or her discretion.
 - b. The Chair shall sign such contracts, documents or instruments in writing as require his or her signature. The Chair shall be the Chief Administrative Officer of the GSWA and shall be responsible to the Board of Directors for the coordination of all affairs of the organization. In all matters affecting the GSWA, the Chair shall be deemed to be an agent of the organization acting under the authority and at the express direction of the Board of Directors, or any committee thereof, as the case may be.
 - c. In addition to any other authority of duties conferred by direction of the Board of Directors, the Chair shall exercise general and active supervision over:
 - i. The selection, employment, supervision and discharge of all employees, subject to ratification of same by the Board of Directors.
 - ii. The preparation and submission of such reports and statements as the Board of Directors may from time to time direct to be prepared and submitted to the Board, to any Director or officer of the GSWA or to any meeting of the members of GSWA.
 - iii. The preparation of the annual budget for the GSWA showing expected revenues and expenditures; and
 - iv. The execution of such contract, documents or instruments in writing and shall have such other powers and duties as may be assigned by the Board of Directors.
- 3.3 Vice-Chair:

The Vice-Chair shall be vested with all the powers and shall perform all duties of the Chair in the Chair's absence or by delegation. The Vice-Chair shall sign such contracts, documents or instruments in writing as require his, her or their signature(s) and shall have such other powers and duties as may from time to time be assigned to him, her or them by the Board of Directors.

3.4 Secretary:

The Secretary shall act as recording Secretary at all meetings of Directors and members and shall have charge of the minute books or electronic storage of such, documents and registers of the GSWA. The Secretary shall sign such contracts, documents or instruments in writing as require his or her signature and shall have such other powers and duties as may from time to time be assigned to him or her by the Board of Directors or as are incident to his or her office. The Secretary shall have a sound understanding of the GSWA Constitution and By-Laws and shall refer to them where appropriate.

3.5 Treasurer:

Subject to the provisions of any resolution of the Board of Directors, the Treasurer shall have the care and custody of all the funds and securities of the GSWA and shall deposit the same in the name of the GSWA in such bank or banks or with such depository or depositories as the Board of Directors may direct. The Treasurer shall sign such contracts, documents or instruments in writing as require his or her signature and shall have such other powers and duties as may from time to time be assigned to him or her by the Board of Directors or as are incident to his or her office. The Treasurer may require to give such bond for the faithful performance of his or her duties as the Board of Directors in their uncontrolled discretion may require, but no Director shall be liable for failure to require any bond or for the insufficiency of any bond or for any loss by reason of failure of the GSWA to receive any indemnity thereby provided.

3.6 Past Chair:

Shall serve as an advisor to the Chair and Executive Committee should the past Chair's term as a Director expire, they may continue to serve as a voting member of the Executive Committee and Board of Directors, subject to approval of the Board of Directors.

3.7 Losses:

The GSWA will pay the cost to defend its Directors and Members and indemnifies the Directors and Members from any and all losses resulting from their activities on behalf of the GSWA.

3.7 Committees:

The Board of Directors of GSWA shall from time to time appoint Committees or Sub-committees to carry out duties as specified by the Directors.

- a. Committees and Sub-committees can be temporary or permanent.
- b. The purpose of a committee must be in accordance with the Constitution.
- c. Each Committee shall have at least a Chair and if possible a Co-Chair.

- d. Each Chair shall direct the activities of that Committee and shall submit these activities to the Directors for approval.
- e. A reporting procedure will be established suitable to the task.
- f. Each committee Chair will communicate on a regular basis with the Board of Directors or Chair of GSWA.

Article 4: Meetings of Members

- 4.1 The GSWA will hold one Annual General Meeting (AGM) in March of each calendar year, at a place and at a specific date and time as determined by the Board of Directors.
- 4.2 All members are entitled and encouraged to attend these meetings.
- 4.3 The Agenda of the AGM shall contain:
 - a. A review of the activities of the GSWA of the previous year.
 - b. A projection of the activities of the GSWA for the coming year.
 - c. Financial results of the previous year and a budget for the coming year.
 - d. An update on the GSWA including active Directors and Committee chairs.
 - e. Election of Officers.
- 4.4 General Meetings of the membership will be held a minimum of two times each year.
- 4.5 Other General Meetings and Meetings of the Board of Directors may be called at the discretion of the Chair or any two members of the Board of Directors.
- 4.6 Public Meetings: The GSWA will hold public meetings as required and at locations determined by the Board of Directors. The purpose of these meetings shall be to advance the Mission, Goals and Objectives of the GSWA.
- 4.7 Notice; The GSWA shall communicate to its members using modern methods of mass communications.
- 4.8 Voting: Every question submitted to any meeting of the members shall be decided by a simple majority of votes by two voting delegates from each member Stewardship group, given on a show of hands unless otherwise specifically provided by statute or by these by-laws. In case of an equality of votes, the Chair of the meeting shall, both on a show of hands and on a poll have a second or casting vote. Each voting delegate shall be entitled to one vote if present at a meeting or by proxy.
- 4.9 Quorum: a quorum for the transaction of business at any meeting of members shall consist of a majority of all GSWA member stewardship groups.

Article 5: Membership

- 5.1 Applicable membership fees shall be set at a rate determined by the Board of Directors and reassessed from time to time.
- 5.2 There shall be two classes of membership in GSWA. Stewardship group members and general members. The following are the classes of membership:
 - Stewardship Group Membership
 - Stewardship Group Members shall be persons who are members in good standing of local water stewardship organizations, including First Nations Communities and groups that take care of a waterbody or watershed, that have paid the annual fee, if any, as determined from time to time by the Board of Directors and have agreed to uphold the GSWA Constitution and the GSWA Conflict of Interest Guidelines.

The term of Membership of a Stewardship Group Member shall be one year, subject to renewal in accordance with the policies of GSWA.

- i Stewardship Group Membership is restricted to one membership fee per stewardship organization.
- ii Each group with a Stewardship Group Membership is entitled to two (2) votes per member in good standing.

General Membership

General Members shall be a person, group, or organization not applicable for Stewardship Group Membership that has paid the annual fee, if any, as determined from time to time by the Board of Directors and have agreed to uphold the GSWA Constitution.

- iii The term of Membership of a General Member shall be one year, subject to renewal in accordance with the policies of GSWA.
- iv General Members are non-voting members, with an exception to those that are part of the GSWA Board of Directors and in good standing who shall be entitled to one (1) vote per member at all General meetings of GSWA (Addendum A).

- 5.3 Nobody shall act for the GSWA, represent the GSWA or make statements or publications using the name of the GSWA with having obtained prior approval from the Chair.
- 5.4 By way of a Directors' resolution and a vote of two-thirds majority, membership may be terminated where it can be shown that a member has:
 - a. Missed two consecutive meetings without explanation or demonstrated neglect of or a lack of interest in GSWA matters;
 - b. Is disruptive or an impediment to GSWA proceedings;
 - c. Undermines, interferes or has a conflict of interest with GSWA objectives; or
 - d. Is philosophically at odds with the GSWA's stated Vision and Mission.
- 5.5 Any member of GSWA in good standing, can be nominated for a seat on the GSWA Board of Directors.
- 5.6 The membership year for GSWA shall be fixed from time to time by resolution.
- 5.7 GSWA shall respect the privacy of all its members and shall not release the names and addresses of its members to any person or organization unless they have specific permission to do so, or as required by law.
- 5.8 Any member may resign at any time by written notice to the Board of Directors.

Article 6: Financial

- 6.1 The Board of Directors may by resolution set the financial year-end of the GSWA and may from time to time by resolution change the financial year end of the GSWA.
- 6.2 The GSWA will be carried on without the purpose of gain for its members and any profits or other accretions to the GSWA will be used in promoting its objects.
- 6.3 Upon dissolution of the GSWA and after paying all debts and liabilities, its remaining property shall be distributed or disposed of to a charitable organization which carries on its work solely in the promotion of environmental issues anywhere in Canada.

Article 7: Amendments to By-Laws

- 7.1 Amendments to the Constitution and By-Laws may be made by a vote at any General Meeting of the membership or AGM of the GSWA, provided that notice of the proposed amendment has been submitted in writing or electronically to the Board of Directors and the

general membership at least 30 days before such meeting. The Board of Directors shall include such notice of amendment in the notice calling the meeting.

- 7.2 A vote signifying a two-thirds majority of all votes cast shall be necessary for the adoption of any amendment.
- 7.3 Upon approval of the revisions to the Constitution and By-Laws, each Director shall sign in the appropriate space on the revised document and initial each page of the document.
- 7.4 Should any article contained herein be found to be in conflict with any existing provincial or federal legislation governing the existence and operation of a not-for-profit organization, then that applicable section of this Constitution shall be amended to conform to such laws without affecting the remaining parts.

This Constitution and By-Laws are hereby approved by the Board of Directors and the General Membership of the Greater Sudbury Watershed Alliance. This approval is evidenced by the respective signatures of the Chair and Secretary on the 28th day of May 2012; amended on the 25th day of May 2015; amended on the 25th day of March 2019; and amended on the 25th day of March 2024 by vote of its member voting delegates.

Richard Witham, Chair

David Young, Treasurer

Addendum A

Greater Sudbury Watershed Alliance Conflict of Interest Guidelines

These guidelines are intended to enhance membership and community confidence in the operations of the Greater Sudbury Watershed Alliance Board of Directors. The membership and community must trust that everyone in the Alliance benefits from the expertise of individuals with a multiplicity of interests, provided those interests do not conflict with the GSWA mission or vision or impair the trust, support and respect necessary for GSWA to operate.

The standard expectation of behavior at the GSWA is that all board members, members and volunteers scrupulously avoid conflicts of interest between the interests of the GSWA on one hand, and personal, professional, and business interests on the other. This includes avoiding potential and actual conflicts of interest, as well as the perception of conflicts of interest.

Conflict of interest may include (but is not limited to):

- Any situation where an individual, or the organization he/she represents has a direct or indirect competing interest with GSWA activities. The competing interest may result in the individual being in a position to benefit from the situation, or in GSWA not being able to achieve the result that is in the best interest of its membership.
- Any situation where a board member or volunteer's private affairs or financial interests are in conflict with their duties, responsibilities and/or obligations, which result(s) in a perception that a conflict exists.
- Any identifiable situation which could be perceived to impair a board member or volunteer's ability to act in the best interest of GSWA and its membership.
- Any situation where the actions of a board member or a volunteer would compromise the trust that the membership or community places in the GSWA.

In the performance of duties board members must not:

- Place themselves in a position of obligation to persons who may benefit from special consideration
- Have any monetary interest that would conflict with duties or responsibilities expected by the GSWA
- Disclose, discuss, use, take advantage of, or benefit from the use of information that is not generally available to the public
- Assist private groups or persons in their dealings with the GSWA where preferential treatment may result
- Directly or indirectly use, or allow the use of, property or information of the GSWA for anything other than officially recognized responsibilities.
- Hold a position or serve with a competing and/or unaffiliated organization that may compete with the vision and mission of the GSWA

All board members and volunteers have an obligation to promptly disclose, any business, commercial, financial, familial or personal interest where such interest may be constructed as being in real, potential or apparent conflict of interest with their responsibilities. If a board member believes there is an undisclosed conflict of interest, they should immediately raise that issue at a board meeting. If the discussion between board members does not come to a consensus, a vote will be held to determine if a conflict of interest exists. Minutes of all Board meetings will reflect when a conflict of interest has been identified and how that conflict of interest was managed. No board member can vote on an issue where it has been identified that he/she has a conflict of interest.

Before assuming any official duties, all Directors will sign documentation certifying that they have read and agreed to abide by the GSWA Conflict of Interest Guidelines. Any conflict of interest will always be resolved in favour of the GSWA.

Conflict of Interest Declaration

In the course of meetings or activities, I will disclose any interests in a transaction or decision where I (including my business or other non-profit affiliations), my family, and/or my significant other, employer, or close associates will receive a benefit or gain. After disclosure, I understand that I will not be permitted to vote on the question. I understand that these guidelines are meant to supplement good judgment, and I will respect their spirit as well as their wording.

Signed: _____ Date: _____