

CONSTITUTION OF THE HALTON/NORTH PEEL NATURALIST CLUB

With approved amendments as of October 11, 2005

With approved amendments of March 9, 2010

ARTICLE 1 – NAME

Clause 1. The name of the organization shall be the HALTON/NORTH PEEL NATURALIST CLUB.

ARTICLE 2 – OBJECTIVES

Clause 1. The objectives of the club shall be:

- a) To study, enjoy and promote an understanding of and an interest in nature;
- b) To promote responsible attitudes toward the human use of the biosphere and to prevent its degradation;
- c) To promote the conservation of natural area;
- d) To cooperate with Nature Canada and other bodies which have the above or similar objectives.

ARTICLE 3 – MEMBERSHIP FEES AND DUES

Clause 1. Membership is open to persons and organizations that are in sympathy with the objectives of the Club.

Clause 2. Classes of memberships and dues to be set by the Executive committee and ratified by a general meeting of members.

Clause 3. Payments of dues:

- a) Dues are payable at the first regular meeting in September each year.
- b) Members who have not paid by Oct 31 may be dropped from the membership list and lose all rights and privileges of membership.
- c) New memberships starting after the September meeting will be charged a fraction of the full price as follows: $\frac{3}{4}$ at the December meeting; $\frac{1}{2}$ at the March meeting; $\frac{1}{4}$ at the June meeting.

Clause 4. The Executive committee, by 67% majority vote, may rescind the membership of any person or organization and refund their membership fee on a pro-rata basis, for actions harmful to the objectives of the club, provided such member has been given at least 30 days written notice of the intent to rescind membership.

ARTICLE 4 – BOARDS AND COMMITTEES

Clause 1. Executive Board Officers & Members

- a) The executive committee consists of the Club Officers together with up to 4 executive members at large appointed by resolution of the executive committee, at least one of whom fills the position of communication director.
- b) Executive members appointed by the executive committee must be over 18 years of age and members in good standing
- c) Executive members appointed by the executive serve for the duration of the term of the appointing executive.

Clause 2. Executive Board Function:

- a) The executive committee exercises authority and performs such acts as may be done by the Club, except matters that require resolutions by club members.
- b) The executive committee leads, directs, and sets policies for the Club and club activities, in furtherance of the club's objectives.

Clause 3. Communication Director(s)

- a) Communication director(s) is responsible for publicity including print media, website and news groups.

Clause 4. Remuneration

- a) Officers and executive committee members serve without remuneration and are in no way to directly or indirectly profit from their position
- b) Reasonable expenses incurred on behalf of the Club may be reimbursed subject to prior approval by the Executive.

Clause 5. Conflict of Interest

- a) In the event that an executive committee member may have a personal gain or loss as a result of a decision by the executive committee, then that member must declare a conflict of interest, must not participate in the debate on the matter, and must abstain from any related voting.
- b) If a member declares a conflict of interest, then such declaration is recorded in the minutes of the meeting.

ARTICLE 5 – OFFICERS

Clause 1. Officers of the club shall be President, Vice President, Secretary, Treasurer and Immediate Past President.

- a) Officers shall be elected from the general membership at the annual meeting.
- b) In the event of duly elected officer, other than the immediate past president, vacating his office during the course of the year, then the executive can appoint a qualified member to fill the vacancy.

- Clause 2. Qualifications
- a) An officer must be a member in good standing and over 18 years of age.
 - b) No individual can hold more than one office
- Clause 4. Term
- a) Term of elected officers is from date of election until the next AGM.
 - b) An Officer appointed by the executive serves until the AGM
 - c) No officer can serve more than 4 successive terms in the same office.
- Clause 5. President exercises general supervision of the Club's affairs under the direction of the executive committee.
- Clause 6. Vice President shall assist the President in the execution of his duties. In the absence of the President the Vice-president shall officiate in that office.
- Clause 7. Secretary
- a) Maintains and keeps custody of the Club's minutes book, being an accurate record of all meetings of the members and of the Executive committee.
 - b) Receives and has custody of Club correspondence as appropriate
 - c) Maintains and has custody of membership lists and member information.
- Clause 8. Treasurer
- a) Manages Club funds in compliance with Club fiscal policies, including banking, disbursements and receipts.
 - b) Maintains and keeps custody of the Club's financial records and reports.
 - c) Reports regularly to the executive, and annually to the membership, on the Clubs financial transactions and status.
 - d) Does statutory and other filings on a timely basis as required.

ARTICLE 6 – MEETINGS

- Clause 1. Meetings of the Club shall be held on a regular basis to pursue the interests of the members consistent with the objectives of the club.
- Clause 2. Annual General Meeting to be held in October of each year at which will be presented the financial report and a report on the activities of the Club for the year
- Clause 3. Members to be advised in advance of all general meetings.

- Clause 4. Executive Meetings
- a) Regular Executive meetings monthly from September through May each year.
 - b) Special meetings may be held at the request of the president or 3 or more executive committee members.
- Clause 5. Membership quorum is the lesser of 15% of members in good standing, or 10 members.
- Clause 6. A quorum for the transaction of business at Executive Board meetings shall consist of not less than 50% of the members of board.
- Clause 7. All meetings of the Club shall be conducted in accordance with Robert's Rules of Order.
- Clause 8. Votes
- a) At any meeting of members or executive committee, each question will be decided by a majority of votes.
 - b) In the event of a tie of votes on any question at any meeting of members or executive committee, the presiding chair may cast a second and deciding vote.

ARTICLE 7 – ELECTIONS

- Clause 1. At the annual business meeting there shall be elected a President, Vice President, Secretary and Treasurer
- Clause 2. Nominating Committee
- a) The immediate Past President chairs a committee including at least 2 other members in good standing who are not executive committee members, to prepare a slate of qualified and willing candidates for the AGM.
 - b) If the immediate past president is not available then the executive appoints a member in good standing, who is not a candidate to chair the nominating committee.
- Clause 3. At the AGM the nominating committee chair presents the slate of candidates, accepts qualified nominations from the floor and conducts the election of officers.

ARTICLE 8 – FISCAL POLICIES

- Clause 1. The Fiscal Year of the club will be from May 1 to April 31.
- Clause 2. Signing Officers: Cheques, banking documents, contracts and other instruments that create a financial obligation to the Club are signed by the

Treasurer and one of the President, Vice President or Secretary, or in the absence of the Treasurer, by any two of the President, Vice President or Secretary.

- Clause 3. Funds: All Club funds are kept in a chartered bank as approved by the Executive Committee, with funds above and beyond those required for normal day to day activities being invested at zero risk to principal.
- Clause 4. Disbursements
- a) All disbursements are by cheque, supported by an invoice, receipt or other voucher that shows the payee, amount, date, and purpose of the disbursement.
 - b) All disbursements must be approved by the Executive, whether by periodic approval of usual expenses conducted in the usual and normal course of Club activity, or by individual resolutions to authorize specific costs.
 - c) Any disbursement over \$100 must be approved by a specific executive resolution.
- Clause 5. Cash Receipts: All cash received by the Club is forwarded to the treasurer for deposit to the Club's bank together with a voucher accounting for the amount and source. The treasurer countersigns the voucher which becomes the source document for the bank deposit.
- Clause 6. Audit
- a) The executive committee approves the appointment of a club member who is not on the executive to audit the club financial report as presented to the AGM.
 - b) The auditor looks to confirm that the Club's financial transactions conformed to fiscal policy, and that the financial report fairly represents the Club's status.
 - c) The auditor agrees the Club's records to the bank statements,
 - d) The auditor samples 4 cheques over 4 different months to ensure adequate voucher support for cash deposits
 - e) The auditor confirms that any disbursements over \$100 were authorized by the Executive Committee resolution
 - f) The auditor signs a letter to the membership to confirm that these tests were satisfactorily completed.
- Clause 7. Receipts for income tax purposes are issued by the treasurer in accordance with CRA requirements.
- Clause 8. The Club will comply with the requirements as needed to maintain its charitable status with the CRA.

ARTICLE 9 – AMENDMENTS

- Clause 1. Constitution Amendments
- a) Amendments to the constitution shall be by a 2/3 majority of qualified members in good standing at an AGM.
 - b) Amendments to the constitution shall be by a 2/3 majority of qualified members in good standing at any general meeting of members for which 60 days notice of motion to amend the constitution has been given by email, newsletter, or public notice.

ARTICLE 10 – LIABILITY

- Clause 1. The club shall annually subscribe to the insurance programme available through the FON or it's successor organizations.
- Clause 2. The club will indemnify and save harmless out of the club's funds any officer, executive member, or other club member who undertakes liability on the club's behalf, save and except liabilities incurred due to negligence or willful default.