

# **Partnership for MEANDRS**

## **Meeting Ecological and Agricultural Needs within the Dowagiac River System**

### **Dowagiac River Watershed**

Articles of Incorporation and Bylaws

As revised March, 2000

#### **Article 1 Name, Offices and Corporate Seal**

Section A The name of this corporation shall be the "Partnership for MEANDRS-- Meeting Ecological and Agricultural Needs within the Dowagiac River System" hereinafter designated in these Bylaws as "Partnership."

Section B The principal offices of the Partnership shall be located at:

1127 East State Street  
Cassopolis, MI 49031

Fax: 616-445-0619  
Phone: 616-445-8643 Ext. 3

Section C The Corporate Seal of the Partnership shall carry the words "Partnership for MEANDRS-- Meeting Ecological and Agricultural Needs within the Dowagiac River System."

#### **Article 2 Purposes and Objectives**

Section A The Partnership is organized exclusively for educational, scientific, and charitable purposes, including, for such purposes, the making of distribution to organizations under Sections [501 (c) (3)] of the Internal Revenue Code of 1954, or any corresponding provision of any future United States Internal Revenue Law.

Section B The objectives of the Partnership include providing comprehensive resource management and educational services focused on:

1. Rehabilitating portions of the Dowagiac River system to its natural character and function.

2. Protecting and enhancing the existing agricultural infrastructure and community to provide for long-term sustainability of the agricultural economy and the rural character of the watershed.

The parties committed to this partnership are united by a mutual concern for the conservation and improvement of the water quality, fisheries, agricultural infrastructure, wildlife, forestry, and recreational potential of the watershed, and the scenic and free flowing characteristics of the Dowagiac River. By improving water quality, developing the cold water stream fishery, improving fish and wildlife habitat, expanding tourism, increasing economic benefits to the area, and protecting and maintaining the agricultural land and rural character of the watershed, the "Partnership" hopes to ensure regional economic viability and high-quality use by future generations. Augmenting such objective(s) are tasks which include (but may not be limited to):

1. To facilitate intergovernmental coordination and public involvement in the rehabilitation of the Dowagiac River and the wise use of watershed resources by conducting information and education programs and supporting watershed enhancement efforts.
2. To conduct, or cause to be conducted, studies of the resources of the Dowagiac River Watershed; including investigations of water quality, geohydrology and hydrology of the watershed, and the reliability of the water resources; and the inventory of the physical, biological and cultural resources of the watershed.
3. To prepare and distribute reports and educational material covering issues related to the Dowagiac River, its tributaries and watershed relating to opportunities for use of water resources, agricultural resources, cultural resources, and the tools and methods available to ensure a sustainable agricultural and rural/natural ecosystem with long-term economic benefits to the watershed area.
4. To prepare recommendations for appropriate public policies and programs necessary to maintain high-quality water resources and a thriving and sustainable agricultural and recreational industry while preserving the rural character of the Dowagiac River Watershed area.
5. To advise federal, state, and local agencies, as well as the citizenry of the watershed, as to the Partnership's view of water resource problems and potentials in the Dowagiac River Watershed, with emphasis on the viewpoints of local governments and watershed residents.

6. To cooperate with federal, state, and local agencies in providing, maintaining, and reading stream gauges, water quality sampling stations, or other water resource data-gathering facilities or programs that aid the partnership in its responsibility for studying and reporting on water conditions.
7. To administer funds or endowments to further activities in support of the several purposes of the Partnership.

### **Article 3 Geographic Area**

The geographic area served by the Partnership is defined by the Dowagiac River Watershed boundaries. Activities outside this area may be undertaken from time to time as authorized by the Board of Directors if such activities have the potential to favorably impact conditions within the Dowagiac River Watershed.

### **Article 4 Membership**

**Section A** Membership in the Partnership shall be open in several categories of membership (as determined by the Board of Directors) to any individual, group, organization, corporation, or public institution, who have an interest in the pursuit of the purposes and objectives of the Partnership, as listed in Article 2.

**Section B** The Partnership shall NOT have the authority to issue capital stock to its members, and shall operate as a "nonstock directorship."

**Section C** Membership dues may be determined by the Board of Directors, and said dues schedule shall be reviewed, annually, by the Board of Directors. All dues are payable, in advance, annually, no later than the end of the first month of the new fiscal year, or as determined by the Board of Directors. In order to receive any benefit(s) of membership, a member's dues must be current. Delinquent members are not precluded from rejoining and reestablishing membership in the Partnership. However, during the delinquency period, delinquent members forfeit all rights and privileges, including the right to vote and to hold office. In order to reestablish an office or appointment lost due to delinquency, that member must bring their dues delinquency up to date, in accordance with current Partnership Bylaws.

**Section D** Any member may resign from the Partnership by filing a written resignation with the Board of Directors. However, such resignation shall not relieve the resignee of the obligation to pay any outstanding dues, assessments, or other charges theretofore assessed or unpaid.

Section E Membership categories (as referred to in Section A of this Article 4) shall include, (but not be limited to) the following:

1. Local Government Units which encompass some part of the watershed.
2. Members of Dowagiac River Intercounty Drain Board.
3. Agricultural Organizations.
4. Conservation and Environmental Organizations.
5. Recreational, Tourist, and other Industry Representatives.
6. Citizen Representative(s) from each subwatershed.
7. Riparian Members (members who own property riparian to the Dowagiac River or its major tributaries).
8. Academia and/or Educational Institutions, Michigan Department of Agriculture, Michigan Department of Natural Resources, Michigan Department of Environmental Quality and other state or federal agencies.
9. Interested Citizens.

Regarding those organizations or groups, mentioned in the aforementioned Subsections 1 through 6, each member organization or group shall designate a representative, and an alternate representative, to represent its interests with the Partnership, and shall notify the Secretary of the Board of Directors, to this effect. The Partnership shall direct all communications to this designated representative, until receiving notice from the member organization or group, that said representative has been replaced by a new representative.

## **Article 5 Board of Directors**

Section A The control and management of the affairs of the Partnership shall be vested in and exercised by, or under the authority of the Board of Directors.

Section B The voting members of the Board of Directors shall consist of no more than thirty (30) persons, elected from the various membership categories, so that there is representation from each category below.

1. Local Government Units (townships, cities, and villages).

2. Members of Dowagiac River Intercounty Drain Board.
3. Agricultural Organizations.
4. Conservation and Environmental Organizations.
5. Recreational, Tourist, and other Industry Representatives.
6. Citizen Representatives from each subwatershed.
7. Riparian members of mainstream or major subwatershed tributaries.
8. Academia and/or Educational Institutions, Michigan Department of Agriculture, Michigan Department of Natural Resources, Michigan Department of Environmental Quality, and other state or federal agencies as NONVOTING members of the Board.
9. Interested Citizens.

*The Board of Directors may amend the aforementioned numbers in this Section B in order to accommodate the addition of new membership categories in the future.*

Section C Nothing contained in the Articles and Bylaws of the Partnership shall preclude any person's membership and/or resultant participation in more than one (1) seat on the Board of Directors (as a result of multiple membership affiliations), but such person will count as only one vote in any action taken by the Board.

Section D No group or organization may hold more than one seat on the Board of Directors.

Section E A member of the Board of Directors may be excused from attendance at any regular or special meeting of the Board, by notifying the Secretary of the Board, or the Partnership staff, no less than one (1) day prior to such a meeting. Any unexcused absence from three (3) consecutive meetings of the Board shall be a basis for removal from the Board, by a majority vote of a proper quorum of the Board of Directors.

Section F If the position of any director should be vacated, for any reason, the remaining directors shall, by a majority vote of a proper quorum of remaining directors select or appoint a successor, to serve for the remainder of that term.

- Section G The Board of Directors shall authorize, by resolution, the creation and structure of all special and Standing committees, and may assign, to any given committee, certain powers and/or responsibilities to act on behalf of the Board.
- Section H The Board of Directors shall, by resolution, retain the services of all Resource Personnel, and/or Advisory Personnel, for purposes of technical counsel to the Board.
- Section I The Board of Directors shall be authorized to take applications for any employment positions with the Partnership, shall select and hire such employees, shall fix salaries and benefits of all employees, shall enter into employment contracts, where deemed necessary, and shall fix all reimbursement rates for costs and expenses incurred by employees, as well as Directors and Committee Members.
- Section J All seats on the Board of Directors of the Partnership, are for two-(2) year terms. Such terms shall commence, immediately at the end of the annual corporate Business Meeting of the Partnership, at which a given seat was elected. All Board members are eligible for reelection. At least one member of the Dowagiac Intercounty Drain Board (hereinafter called DICDB) shall serve on the Board of Directors and be selected not by general election of the Board of Directors but by majority vote of the DICBD. Any additional members of the DICBD may be nominated and elected in the normal fashion as other members of the Board of Directors. The selectee of the DICDB shall serve the same length of term as other directors.
- Section K The unincorporated MEANDRS Steering Committee will adopt the Partnership for MEANDRS Articles of Incorporation and Bylaws at its January 1996 meeting and then appoint an Interim Board of Directors from within its present membership and/or from others outside of its present membership at its February 1996, meeting. This will be done in a fashion so that each of the membership categories in Article 4 shall be represented according to the adopted By-laws. This Interim Board will appoint the initial nominating committee who will put names in nomination at the first Annual Meeting. Additional names may be placed in nomination at that meeting by the designated representative of any Partners in attendance at that annual meeting and may be elected subject to the requirements of the Partnership Bylaws.

**Commencing with the first election at the Annual Meeting to be scheduled by the Interim Board in 1996, following the adoption of these revised Articles and Bylaws of the Partnership, The MEANDRS Steering Committee and the Interim Board of the Partnership for MEANDRS will dissolve and be replaced by the newly elected Board of Directors.**

After the initial Annual Meeting (to be scheduled by Interim Board as soon as practicable) in 1996 the Annual meeting will be scheduled each January thereafter.

Members of the present steering committee not elected to the Board may at the Board's direction continue to serve as technical support or be designated by member Partners as their voting representative.

Board Members from each category of membership, shall be nominated as outlined in, Article 7, Section D and/or Article 11 Section D and elected by Ballot by the total membership in attendance at the Annual Meeting. ***(The designated representative of each Partner or his/her alternate is the voting member.)*** Those nominees with the highest number of votes from each category will take office, and then when all categories are represented, the next highest vote getter will take a seat and so on until all 30 seats are filled or until no further candidates remain, ***with exception of the one member of the DICDB who will be placed on the Board according to Article 5, Section J.***

## **Article 6      Officers**

Section A      All officers of the Board of Directors shall be elected from and by the Board of Directors, and shall include a Chairperson, Vice Chairperson, Secretary, and Treasurer. All offices are subject to annual election, and the normal term of office for any officer is one year, or until such officer's successor is duly elected and qualified. All officers of the Partnership are eligible for reelection. Should any officer of the Partnership be unable to complete his/her term of office, the Chair shall cause the Board of Directors to elect a qualified person to fill the vacancy, for the remainder of the term. The annual election of officers shall take place at a reorganization meeting, held specifically for the purpose of the election of officers, immediately following the annual corporate business meeting of the Partnership.

Section B      The Chairperson shall preside at all meetings, and shall have a vote at all meetings of the Partnership. The Chairperson shall also have the right to make motions, and to support motions made during the Partnership meetings. The Chairperson shall have general supervision of the Partnership and its employees, and shall make recommendations to the Board for appointment, members to

any Special or Standing Committee of the Board. The Chairperson shall coordinate agendas for all meetings from information supplied by Committees, Board members, employees, and advisory personnel. The Chairperson shall be the authorized signatory of all contracts on behalf of the Partnership and shall be one of the signatories for all checks, drafts, and other financial accounts of the Partnership. In general, the Chairperson shall perform all such duties as are normally considered incident to the office of Chairperson, and on any specific question of order, these duties, powers, and authorities shall be broadly construed.

Section C The Vice Chairperson shall assume the duties of the Chairperson, when the Chairperson is absent or otherwise unavailable, and shall perform the duties of the Office of Chairperson as may be necessary.

Section D The Secretary shall issue (or cause to be issued) notices of all Board of Directors meetings. The Secretary shall have charge of all of the Partnership's corporate records, and shall perform all such other duties as are normally considered incident to the Office of Secretary.

Section E The Treasurer shall have custody of all monies, securities, and assets of the Partnership, shall keep regular books, and shall submit them, together with all vouchers, receipts, records, and other papers, to the Board for their examination and approval as often as the Board may require. The Treasurer shall be the primary signatory for all checks, drafts, and other accounts. Unless otherwise specified by the Board, the Treasurer shall normally be named as the contact person or representative for any grants, stipends, or loans to the Partnership. The Treasurer shall be bonded and, in general, shall perform all such duties as are normally considered incident to the Office of Treasurer.

## **Article 7 Committees**

Section A All Standing and Special Committees shall be authorized by a resolution of the Board of Directors. With the exception of the Nominating Committee, the Chairperson of the Board of Directors shall appoint the Chair of each Committee. With regard to the Nominating Committee, the members of that committee shall elect a Chair. The Chair of each committee shall appoint a Secretary to record the activities of said committee. The Chair of each Committee shall also be the liaison from said Committee to the Board, for purposes of reports, presentations, budget requests, and all other matters. It shall be the responsibility of each Committee



Chair to deliver, or cause to be delivered, a timely, written report to the Board of Directors, regarding Committee activities.

Section B The Board of Directors may, from time to time, redefine the scope of activities, and responsibilities of any Committee.

Section C The Board of Directors may remove any committee member, or any Committee Chair at any time.

Section D Standing Committees, their respective authority, responsibility, and structure shall include, (but may not be limited to):

Nominating Committee - shall consist of no less than seven (7) persons representing each of the membership categories, and shall present to the Board, candidates for positions on the Board of Directors, as well as candidates for the officers' positions of the Board. Whenever possible, utilization of past Directors to serve on this Committee is appropriate. No director seeking reelection may serve on this Committee, nor may any Officer seeking reelection. This Committee shall also present candidates from the Board of Directors for election by the Board to the Executive Committee. The membership of this committee is appointed (or reappointed) annually, at the first regular meeting, following the Annual Corporate Business Meeting of the Partnership.

Executive Committee - shall consist of the Chairperson, Vice Chairperson, Secretary, Treasurer, and three (3) members of the Board, elected by and from the Board of Directors which group of three shall include one drain commissioner member of the Dowagiac Intercounty Drain Board. This committee shall be empowered to conduct the business of the Partnership, when assembling the entire Board of Directors is neither timely or expedient. The Executive Committee may NOT amend these Bylaws, nor fill Board vacancies, nor amend or repeal any resolution of the Board of Directors. All meetings of the Executive Committee shall be called by the Chair, upon no less than two (2) working days' notice to all members of the Committee. At least one member of Dowagiac River Intercounty Drain Board shall at all times serve as one of the members of the Executive Committee. If there is no Partnership Board Officer who is a member of the Drain Board, then one of the remaining seats shall be filled by the member of the Drain Board selected by the Drain Board to serve on the Board of Directors.

Section E With the exception as noted in the aforementioned Section 4.2, all Committee meetings shall be called by the Chair of said Committee

with notification to all members of that respective Committee, no less than five (5) working days in advance of such a meeting.

**Article 8 Execution of Instruments**

Section A Contracts and other Instruments, to be executed by the Partnership shall be signed by the Chairperson and/or Secretary. On specific occasion, the Board of Directors may, by resolution, authorize another person or persons, whether an officer of the Board, or not, to sign a specific contract or instrument, and may authorize, in writing, all or any part of such authority to any other person or persons.

Section B All checks, drafts, and orders for payment to transfer monies shall be signed by the Treasurer or by the Chairperson of the Partnership.

Section C The Treasurer is authorized to pay, by check or draft, any and all routine monthly bills, and expenses, and payroll of employees, incident to operating the Partnership.

Section D The Board of Directors shall annually, define the limits, of those amounts which the Treasurer may pay, on occasional bills or expenses, which are not normally considered incident to operations. The Board of Directors, shall also determine any process for defining that limit, which, when exceeded, requires a competitive bid process for the hire of or contract of outside services or products.

**Article 9 Power to Borrow Money**

Section A The Board of Directors of the Partnership shall have full authority to borrow money whenever, at the discretion of the Board, the exercise of said authority is required in the general interest(s) of the Partnership. In such case, the Board may authorize the proper officers of the Partnership to make, execute, and deliver in the name of, and on behalf of the Partnership, such notes, bonds, and other evidence of indebtedness as said Board shall deem proper, and said Board shall have full authority to mortgage the property of the Partnership, or any part thereof, as security for such indebtedness.

**Article 10 Fiscal Year**

Section A The fiscal year of the Partnership shall begin on the first day of January and end of the 31st day of December, in each year.

**Article 11 Meetings**

Section A The Annual Corporate Business meeting of the Partnership shall be held in January of each year, at a time, date, and location, to be determined by the Board of Directors. This annual meeting shall be a general meeting of the Partnership, as well as one of the meetings of the Board of Directors, and the primary purposes of the meeting shall include, (but may not be limited to) the following agenda items:

1. Approval of the Annual Budget, by the Board of Directors.
2. Announcement of any change or amendment in the dues schedule, by the Board of Directors.
3. Announcement of any change or amendment in the membership categories, or ratio of said categories to be seated on the Board of Directors.
4. Review of Partnership activities of the previous years.
5. Review of projected/anticipated Partnership activities for the subsequent year or years.
6. Election of Board seats.

Section B Regular meetings of the Board of Directors shall be held at a location to be determined by the Board. Said meetings shall be held at least six (6) times per fiscal year, at a time and date, as determined by the Board.

Section C Special meetings of the Board of Directors may be called by the Chairperson, or upon request of any three (3) members of the Board of Directors, at a time, date, and location, to be determined by the Board member(s) requesting such a meeting.

Section D Written notice of the annual corporate business meeting of the Partnership shall be sent to each member, no less than ten (10) calendar days in advance of said meeting.

Since the Annual Meeting is also the annual election, a NOMINATION BALLOT shall be included with this meeting notice along with a list of candidates nominated by the Nominating Committee. If a given member cannot attend, said member shall be authorized to return by mail or facsimile, the completed NOMINATION BALLOT in order to exercise that member's right to nominate a

Board member in his/her membership category. Such NOMINATION BALLOT must be received at least one working day prior to the scheduled Annual Meeting, at the office(s) of the Partnership.

Section E Written notice of regular meetings of the Board of Directors, shall be sent to each Board member no less than five working days in advance of such meeting.

Section F Written notice of special meetings of the Board of Directors, shall be sent to each Board member no less than five working days in advance of each meeting.

Section G The Secretary shall provide minutes of all Annual, Regular, and Special meetings to all members of the Board of Directors, to all Partnership employees and staff, and to any regular member who may request said minutes.

## **Article 12 Quorum, Voting, and Election**

Section A A simple majority of VOTING members of the Board of Directors shall constitute a quorum, and a quorum of Directors must be present at meetings to take any action. A consensus shall be sought on all decisions of the Board. However, if consensus is not possible, decisions shall be made by a simple majority vote of those present in quorum.

Section B A simple majority of each Committee shall constitute a quorum in order to conduct business of said Committee. Decisions of a Committee shall be made by a simple majority vote of those present and voting in quorum.

Section C Except for elections, all voting shall be by voice, or by roll call vote, as decided by the meeting Chair, and shall be recorded as yeas and nays.

Section D With regard to elections (by ballot), those persons receiving the most votes shall be the election winners; a majority of votes is not required.

## **Article 13 Compensation**

Section A No Director or Officer of the Partnership shall receive any salary or compensation by reason of his/her directorship or office, from the Partnership.

Section B Any Director or Officer of the Partnership may apply for, and receive reimbursement for normal expenses incident to his/her office, and approved by the Board of Directors. Such reimbursement shall be on a "cost basis," and said applicant for such reimbursement must provide the Board of Directors with appropriate bills, verification of expenses, etc., before any reimbursement shall be considered, with the exception of reasonable requests for mileage reimbursements, at a rate to be established annually by the Board.

Section C All such requests for expense reimbursement shall be submitted to either the Chairperson or the Treasurer of the Partnership, no later than thirty (30) calendar days after the end of the activity, at which said expenses were incurred.

Section D Nothing contained, herein, shall be construed to prevent an Officer or Director from receiving compensation from the Partnership for duties other than as an Officer or Director, and as approved by the Board of Directors.

#### **Article 14 Budgets and Audits**

Section A A budget for the expenditure of funds and assets of the Partnership shall be proposed and adopted for the fiscal year, at the annual corporate business meeting of the Partnership, by the Board of Directors. Any portion of the annual budget may be amended or revised at any regular meeting of the Board, which was called for that purpose.

#### **Article 15 Liability**

Section A A Director of the Partnership shall only be personally liable for monetary damages for a breach of fiduciary duty as a Director to the Partnership and its members, to the extent set forth in this Article, and any repeal or modification of this Article shall not adversely affect any right or protection of any Director of the Partnership existing at the time of, or for, or with respect to any acts or omissions occurring before such repeal or modification.

Section B The Partnership assumes all liability to any person, other than to members of the Partnership, for all acts or omissions of a Director occurring on or after the date of adoption of these revised Articles and Bylaws, which occurred in the good faith performance of the Director's duties. Notwithstanding, the foregoing, a Director shall be personally liable to the Partnership for monetary damages for a breach of fiduciary duty as a Director to the extent set forth in the

preceding Section A of this Article, and the Partnership shall not be precluded by this Section B, from bringing or maintaining a claim against the Director to the extent not inconsistent with the preceding Sections A and B.

## **Article 16 Parliamentary Authority**

Section A The Rules contained in the current edition of Robert's Rules of Order, newly revised, shall govern the Partnership in all cases to which they are applicable and in which they are not inconsistent with these Articles and Bylaws, Federal or State statute, or any special rules of order that the Partnership may adopt.

Section B Any Director of the Partnership may be removed from office, by a simple majority vote of the entire Board of Directors, for any reason, including, but not limited to the following:

1. A breach of the Director's duty of loyalty to the Partnership.
2. An act or omission, not in good faith, or that involved intentional misconduct or knowing violation of the law.
2. A violation of Section 551 [1] of the Michigan Nonprofit Corporations Act.
3. A transaction from which the Director derived an improper personal benefit.
5. Any act or omission that is grossly negligent.
6. Any act of malfeasance or nonfeasance of office.
7. Any repetitive act of behavior which is intended to be disruptive, and/or counterproductive to the business of the Partnership's meetings or events.
8. Any intentional disregard for the Partnership's established policies or procedures.

## **Article 17 Tense and Gender of Words**

Words used in these Bylaws referring to the tense of words or to gender, may be interchanged with other tenses and gender to effectuate the tenor of the particular Article, Section, or Sentence.

**Article 18 Amendments**

These Bylaws may be amended by resolution, adopted by a simple majority vote of the entire Board of Directors. Written notice of such proposed amendment shall be issued to each member of the Board, no less than ten (10) calendar days prior to any meeting of the Board, at which such amendment is to be considered.

**Article 19 Severability**

Invalidation of any of the Articles, Sections, or Sentences contained herein, by judgement or court order, by a court of competent jurisdiction, shall in no way affect any of the other Articles, Sections, or Sentences, which shall remain in full force and effect.

**Article 20 Dissolution**

Section A The members of the Board of Directors shall have power to dissolve the Partnership by two-thirds vote of the entire Board, provided that notice of intention to dissolve the Partnership has been presented to the Board of Directors at least 30 days prior to a meeting called for such a purpose.

Section B In the event of dissolution, or annulment by forfeiture, or any way or manner of voidance of charter of this Partnership, in no event shall any of the monetary or physical assets or properties of the Partnership be distributed to any member, or Director of the Partnership.

Section C Upon dissolution of the Partnership, the Board of Directors shall, after paying or making provision for the payment of such liabilities of the corporation, dispose of all of the assets of the Partnership exclusively for educational, scientific, and charitable purposes to an organization or organizations which at the time qualifies as an exempt organization under Section [501 {c} (3)] of the Internal Revenue Code, or the corresponding provision of any future United States Internal Revenue Law, as the Board of Directors shall determine.

**Article 21 Political Limitations**

Section A No substantial part of the activities of the Partnership shall be the carrying on of lobbying, or otherwise attempting to influence legislation, and the Partnership shall not participate in, or intervene in, (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office.

Notwithstanding any other provision of these Articles, the Partnership shall not carry on any other activities not permitted to be performed by:

1. A corporation exempt from Federal Income Tax under Section 501(9c) (3) of the Internal Revenue Code of 1954 (or any corresponding provision of any future United States Internal Revenue Law).
2. A corporation, contributions to which are deductible under Section 170 (c) (2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

Section B Notwithstanding, the foregoing Section A, nothing in this Article shall be construed to preclude the Partnership, its Directors, its members, or its employees from lawfully participating in any public hearing process, held for the purpose of fact-finding, which may eventually lead to a licensing or permitting process, or which may result in the enactment of legislation. However, such participation by Directors, members, or employees on behalf of the Partnership, shall be approved, in advance, by the Board of Directors.

Section C Nothing in this Article, shall be construed as precluding the right(s) of any person to participate in any of the aforementioned activities on his/her own behalf, so long as such participation does not imply the support of, nor any concurrence by the Partnership.

## **Article 22 Adoption**

Section A These revised Articles of Incorporation and Bylaws of the Partnership for M.E.A.N.D.R.S. (Meeting Ecological and Agricultural Needs within the Dowagiac River System, Inc.,) have been adopted on this 14th day of November, 1995.