

Bylaws of the Consortium for Research and Education on Emerging Contaminants

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ARTICLE 1. MISSION STATEMENT AND GOALS

Section 1. Mission Statement

To take advantage of the unique resources of the Rocky Mountain region to achieve the following objectives: facilitate scientifically sound studies regarding the occurrence, fate, transport, and effects of Emerging Contaminants (ECs); interpret and communicate the results of local and national studies on ECs for stakeholders and the general public; identify critical EC-related research needs; and provide solutions that are transferable worldwide.

The Consortium is organized exclusively for education and scientific purposes under Section 501(c)(3) of the Internal Revenue Code.

Section 2. Key Goals

- Advance the current state of knowledge of occurrence, fate, transport, and ecological relevance of ECs by facilitating cooperative, multi-institution, interdisciplinary research and monitoring projects.
- Foster interdisciplinary research and collaboration and effectively integrate the application of limited resources.
- Link consortium researchers with field sites, pilot facilities, and laboratory resources available at Federal, State, academic institutions, water, wastewater, and agricultural agencies.
- Share information on current and proposed research among scientists, regulators, and regulated parties in an open and unbiased way.
- Coordinate and sponsor the acquisition of funding and infrastructure to conduct EC research at laboratory and field scales in watersheds that are representative of the region and possibly applicable nationwide.
- Investigate options for removal of ECs from the environment by treatment or source control or determine if reasonable potential might exist for regulation.
- Advance knowledge concerning the ability to reuse waters that contain ECs.
- Synthesize and communicate the results of current and future EC research to regulators, policy makers, treatment plant operators, other scientists, and the public.
- Provide practical solutions to EC-related problems.

ARTICLE II. GOVERNANCE

Section 1. Name and Incorporation

The name of this organization is the Consortium for Research and Education on Emerging Contaminants, also known as CREEC. CREEC is duly incorporated under the laws of the State of Colorado.

Section 2. Corporate Powers

The corporate powers of CREEC will be vested in the Executive Committee.

Section 3. Place of Business

CREEC's principal place of business will be within the Denver metropolitan area. It will remain there until changed by the Executive Committee, after due notice to the membership.

Section 4. Registered Agent

The Executive Committee at its discretion will designate a Registered Agent who resides in the State of Colorado. This Agent will serve as liaison with the Executive Committee regarding any matter pertaining to any aspect of the Articles of Incorporation. This Agent will serve at the pleasure of the Executive Committee.

Section 5. Operating Limitation

No part of the net earnings of the Consortium shall inure to the benefit of, or be distributable to, its members, trustees, officers or other private persons, except that the Consortium shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof. No substantial part of the activities of the Consortium shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Consortium 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 this document, the Consortium shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from federal income tax under section 501(c)3 of the Internal Revenue Code, or corresponding section of any future federal tax code, or (b) by an organization, contributions to which are deductible under section 170(c)2 of the Internal Revenue Code, or corresponding section of any future federal tax code.

Section 6. Fiscal Year

CREEC's fiscal year is from January 1 to December 31, inclusive.

Section 7. Indemnification

CREEC shall indemnify every Officer and employee of the Consortium against all expenses and liabilities, including counsel fees, reasonably incurred and imposed upon them in connection with any proceeding, other than a proceeding brought against them by the Consortium, to which they may be made a party, or in which they may become involved with, by reason of their being or having been an Officer or employee of the Consortium, or any settlement thereof, whether or not they are an Officer or employee at the time such expenses are incurred, except in such cases wherein the Officer or employee is adjudged guilty of willful misfeasance or malfeasance in the performance of their duties.

Section 8. Special Gifts, Donations, Sponsorships, and Bequests

CREEC may accept gifts, donations, sponsorships, and bequests at the discretion of the Executive Committee and invest or use them consistent with these Bylaws. Members are

allowed and encouraged to donate resources, including direct financial contributions and in-kind technical expertise or resources towards furthering the mission and goals of the Consortium. Donations of services or resources do not constitute additional privileges in the Consortium. Notification to the Members and public regarding such donations shall be publicized on the Consortium's website unless anonymity is explicitly requested by the donating entity or person.

ARTICLE III. OFFICERS

Section 1. General

The Officers of the Consortium are the Chair, Vice Chair, Secretary, Treasurer, and three or four Directors. The Officers of the Consortium will constitute the Executive Committee. Each Officer will be elected in accordance with these Bylaws. Members who wish to seek election to the Executive Committee of the Consortium as an Officer or Director shall submit their names to the Secretary of the Consortium not less than twenty days prior to any annual General Membership meeting held for that purpose. All Directors and Officers of the Executive Committee are also Members of the Consortium.

Section 2. Executive Committee

There shall be an Executive Committee of the Consortium composed of the Officers. The Executive Committee shall be empowered to act on behalf of the Consortium as directed by the Consortium. The Executive Committee of the Consortium shall be primarily responsible for the following activities and duties, including without limitation: a) regular and timely direction of and communication with all members and committees of the Consortium; b) organization of all functions, activities and purposes of the Consortium; c) establishment of all agendas and provision of notice for all regular and special meetings of the members and committees of the Consortium; d) development and recommendation of any long-range strategies of the Consortium; e) coordination and direction of all fund raising activities of the Consortium; f) management and supervision of all personnel and administrative functions of the Consortium; and g) ensuring the Consortium's compliance with all applicable statutes, regulations, and administrative rules.

Emergencies. In an emergency or when it is not possible to perform by fax, telephone or e-mail ballot, the Executive Committee (by a unanimous vote of the Executive Committee) shall be empowered to act for and on behalf of the Consortium. The Executive Committee shall strive to consider the position of all members, regardless of size and meeting attendance, in all emergency actions. All actions taken by the Executive Committee shall be reported to the Consortium membership within 30 days of the action.

Membership Consensus. In addition to all duties and responsibilities of the Executive Committee set forth in the Consortium's Articles of Incorporation, these Bylaws, or as established and set forth in the Colorado Revised Non-profit Corporation Act, the Executive Committee shall utilize all reasonable and legal efforts to develop, obtain, and maintain substantial consensus amongst all members of the Consortium pertaining to any substantive decisions of the Consortium. The term "substantive decision" when used in these Bylaws is defined to mean: a) any decision, process or action that would alter, amend or change the Consortium's Articles of Incorporation, Bylaws or organizational

structure; b) the adoption or use by the Consortium of any scientific, technical or systematic procedure, program, practice, process or formula which has not been previously generally accepted by the relevant scientific, technical or systemic community; c) the selection of the Registered Agent for the Consortium; and d) approval of long-range strategies of the Consortium;

Section 3. Terms of Office

The terms of Officers are for two years. The terms of newly elected Officers shall begin and those of their predecessors shall end at the annual election. The Officers may be elected to successive terms.

Section 4. Election

The Officers of CREEC shall be elected (by the members) every two years during a general meeting of the Consortium conducted in the last quarter of the calendar year. If the election of Officers is not held at such meeting, such election shall be held as soon thereafter as is convenient. Each Officer shall hold office until any one of the following occurs: (a) A successor shall have been duly elected. (b) The Officer's death. (c) The Officer resigns. (d) The Officer has been removed in the manner provided in these Bylaws.

Section 5. Removal

Any Officer may be removed by the Executive Committee whenever in its judgment the best interests of the Consortium will be served, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of any Officer shall not in itself create contract rights.

Section 6. Vacancies

A vacancy in any office, however occurring, may be filled by the Executive Committee for the unexpired portion of the term.

Section 7. Duties

Chair. The Chair shall, subject to the direction and supervision of the membership, be the chief executive Officer of the Consortium and shall have general and active control of its affairs and business and general supervision of its Officers. The Chair shall, when present, preside over all meetings of the membership. The Chair may sign, with the Secretary or any other proper Officer of the Consortium any deeds, mortgages, bonds, contracts, or other instruments which the Executive Committee has authorized to be executed, except in cases where the signing and execution shall be expressly delegated by the Executive Committee or by these Bylaws to some other Officer of the Consortium, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties associated to the office of the Chair and such other duties as may be required by the Executive Committee from time to time.

In the event the Chair is unable to complete the term of office, the Vice-Chair shall act as the Chair until the next Consortium meeting at which time a new Chair shall be elected to fill the unexpired term. Vacancies occurring in other offices shall be filled by appointment of the Chair for the unexpired term and all such appointees shall be eligible for election at the next scheduled election to a full term in office.

Vice Chair. The Vice Chair shall assist the Chair and shall perform such duties as may be assigned by the Chair or Executive Committee. In the absence of the Chair, the Vice Chair shall have the powers and perform the duties of the Chair.

Secretary. The Secretary shall: (a) Keep the minutes of the proceedings of the membership, and the Executive Committee meetings. (b) See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law. (c) Perform all duties associated to the office of Secretary and such other duties as may be assigned by the Chair or the Executive Committee. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the Secretary.

Treasurer. The Treasurer shall be the principal financial Officer of the Consortium and shall have the care and custody of all funds, securities, evidences of indebtedness and other personal property of the Consortium and shall deposit the same in accordance with the instructions of the Executive Committee. The Treasurer shall receive and give receipts for moneys paid in an account of the Consortium, and shall pay, out of the funds on hand, all bills and other just debts of the Consortium, of whatever nature, upon maturity. The Treasurer shall have full signing authority for disbursements. The assistant Treasurers, if any, shall have the same powers and duties, subject to the supervision of the Treasurer.

Registered Agent. The Registered Agent shall maintain complete books, records of accounts, prepare and file all required local, state and federal tax returns, prescribe and maintain an adequate system of internal audit, and prepare and furnish to the Treasurer and Chair statements of accounts showing the financial position of the Consortium and the results of its operations. The Registered Agent shall keep a record containing the names and addresses of all members, unless the Executive Committee assigns the duty of maintaining membership records to another Officer. The Registered Agent shall perform all duties associated to the office and, upon request from the Executive Committee, shall make all documents available for review. The Registered Agent shall have such other powers or duties as may be prescribed by the Chair or the Executive Committee.

Directors. Directors shall be members of the Executive Committee and be expected to participate in Executive Committee and general membership meetings. Directors will perform duties requested by the Executive Committee, including but not limited to leading committees. Directors may request appointment to or may be solicited from the general membership to serve on the Executive Committee.

Members. Members shall participate in the Consortium as advisors to the Executive Committee. All Consortium events and meetings will be open to members. Members do not have voting privileges at Executive Committee meetings. Members will be requested to participate in the annual election by general consensus for appointees to the Executive Committee. Members are eligible to be appointed to the Executive Committee. All Members of the Consortium must agree to abide by the provisions of the Consortium's Articles of Incorporation, these Bylaws, and thereafter shall be entitled to all of the rights of membership in the Consortium, as provided by the Articles of Incorporation and except as stated otherwise in these Bylaws.

Section 8. Committees

The Consortium will reserve the right to create or disband Technical or Advisory Committees, if approved by a vote of the Executive Committee, according to the rules laid out in these Bylaws, for the purpose of addressing organizational goals. These committees include, but are not limited to, a Scientific and Technical Review Committee, which is established for the purpose of reviewing Consortium proposals and publications. Additional committees will be formed, as needed, at the discretion of the Executive Committee, to pursue applicable scientific and technical research proposals, research reviews, educational initiatives, grant writing, or other related activities that support the Consortium. No Technical or Advisory Committee shall have authority to incur any corporate expense or make any representation or commitment on behalf of the Consortium without the express approval of the Executive Committee.

Section 9. Conflict of Interest

Conflict of Interest Policy. The Consortium recognizes there is a potential for conflicts of interest to arise in the future. Therefore the following policy is adopted.

Definition. A conflict of interest arises when a “responsible person” or any “party related to a responsible person” has an “interest adverse to the Consortium”. A “responsible person” is any individual in a position to exercise substantial influence over the affairs of the Consortium and specifically includes, without limitation, Directors and Officers of the Consortium. A “party related to a responsible person” includes his or her extended family (including spouse, ancestors, descendants and siblings, and their respective spouses and descendants), an estate or trust in which the responsible person or any member of his or her extended family has a financial interest. "An interest adverse to the Consortium" includes any interest in any contract, transaction or other financial relationship with the Consortium, and any interest in an entity whose best interests may be impaired by the best interests of the Consortium including, without limitation, an entity providing any goods or services to or receiving any goods or services from the Consortium, an entity in which the Consortium has any business or financial interest, and an entity providing goods and services or performing activities similar to the goods or services of the Consortium.

Disclosure. If a person is aware that the Consortium is about to enter into any transaction or make any decision involving a conflict of interest (a “conflicting interest transaction”) then such person shall: (i) immediately inform those charged with approving the conflicting interest transaction on behalf of the Consortium of the interest or the position of such person or any party related to such person; (ii) aid the persons charged with the making the decision by disclosing material facts within the responsible person’s knowledge that bear on the advisability of the Consortium entering into the conflicting interest transaction; and (iii) not be entitled to vote on the decision to enter into the transaction.

Approval of Conflicting Interest Transactions. The Consortium may enter into a conflicting interest transaction provided either: (i) The material facts as to the responsible person’s relationship or interest and as to the conflicting interest transaction are disclosed or are known to the Executive Committee or to a committee of the Executive Committee that

authorizes, approves, or ratifies the conflicting interest transaction, and the Executive Committee or committee in good faith authorizes, approves or ratifies the conflicting interest transaction by the affirmative vote of a majority of the disinterested Executive Committee or committee, even though the disinterested Directors and Officers are less than a quorum; or (ii) The conflicting interest transaction is fair as to the Consortium.

Annual Statement. Each Executive Committee member and members of a committee with governing board delegated powers shall annually sign a statement that affirms such a person has (a) received a copy of the conflicts of interest policy, (b) has read and understands the policy, (c) had agreed to comply with the policy, and (d) understand the Consortium is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Periodic Reviews. Periodic reviews will be conducted to ensure the Consortium operates in a manner consistent with its charitable purposes and does not engage in activities that could jeopardize its tax exempt status. The reviews shall at a minimum include (a) Whether compensation arrangements and benefits are reasonable, and (b) whether partnerships, joint ventures, and arrangements with management organizations conform to the Consortium's written policies, are recorded, reflect reasonable investment or payments for goods and services, further the charitable purposes of the Consortium and do not result in impermissible private benefit or in an excess benefit transaction.

ARTICLE IV. MEETINGS

Section 1. Annual Business Meeting

The Consortium will hold at least two general business meetings annually to inform Members and the general public of Consortium activities, and to hold an election for the Consortium's Executive Committee.

Section 2. Executive Committee Meetings

Meetings of the Executive Committee will be held at such times and places as the Chair determines necessary. The Chair may conduct business of the Executive Committee by conference telephone or other communication equipment by means of which all persons participating in the meeting can communicate with each other, in lieu of a meeting. A simple majority of the members of the Executive Committee will constitute a quorum for transacting business.

Section 3. Conduct of Meetings

All meetings of the Consortium, unless otherwise provided, will be conducted according to Robert's Rules of Order, Revised.

ARTICLE V. MEMBERSHIP

Section 1. Membership Criteria

Membership shall be open to all interested parties, including federal, state and local governmental agencies, universities and research institutions, industry representatives,

consulting firms or other for-profit private corporations, not-for-profit organizations, and citizens. Members are eligible to vote in the annual general election of the Executive Committee. Additional participants from Member agencies also are encouraged to be active in CREEC. Memberships shall be determined by written notification to the Secretary of interest to participate in the Consortium and shall end upon the Secretary receiving a written request to be removed from the CREEC contact list. All Members are eligible to attend regular meetings, Executive Committee meetings, and public workshops, and to receive newsletters and/or other Consortium notices. The Executive Committee reserve the right to establish future classes of membership if such classes are considered to be in the best interest of the Consortium and if said classes are clearly defined in approved amendments to these Bylaws.

Section 2. Voting Criteria

All Members have voting privileges at general membership meetings. Each member entitled to vote shall be entitled to one vote upon each matter submitted for vote. Members or their designated alternates attending are entitled to one vote per membership. Voting can take place in any of the following forums: regular meeting, special meeting, fax, mail or email.

Section 3. Voting

Election of Officers shall take place once during the fourth quarter of each year for the Officer vacancies scheduled to occur in the subsequent calendar year. This annual election of Officers shall be by general consensus of the Members present at the meeting.

Section 4. Regular Meetings

The regular Annual Business Meetings of the Consortium will be scheduled to occur at least twice per year, with advance notification provided to the membership as established in Section 7. If the scheduled date for the regular meeting is changed for any reason, notification containing the newly scheduled date and time can be made by any of following forums: fax, email, posted on the website or U.S. Mail. The regular Annual Business Meetings dates will be the second Thursday of March, June, September, and December.

Section 5. Special Meetings

Special meetings for any purpose, unless otherwise prescribed by statute, may be called by any Officer or requested by a Member. The Executive Committee (consisting of the Officers) reserves the right to call special meetings of select groups of Members and to act on or reject a request by a Member to hold a special meeting.

Section 6. Place of Meetings

The Executive Committee may designate any place, either within or outside of Colorado, as the place for the regular meetings or for any special meetings called by the Executive Committee. A waiver of notice signed by a majority of the members entitled to vote at a meeting may designate any place, either within or outside of Colorado, as the place for such meeting, except the members may not waive notice of any meeting at which any action to amend the Consortium's Bylaws is taken. If no designation is made, or if a special meeting is called the place and time of meeting shall be as specified by the Chair.

Section 7. Notice of Meeting

Written or printed notices of meeting will include; the place, day, hour and purposes for which a meeting is called and shall be delivered not less than five (5) nor more than fifty (50) days before the date of the meeting, except if any amendment to the Bylaws is proposed at least thirty (30) days notice shall be given. Notification of the meeting can be in any of following forums: personal, email, posted on the web site, newsletter or U.S. Mail. Meetings can be called at the direction of the Chair, Executive Committee or majority of the Members. If mailed and if requested by the person or persons lawfully calling such meeting, the Secretary shall give notice thereof at the Consortium's expense, such notice shall be deemed to be delivered when deposited in the U.S. Mail.

Section 8. Quorum

Membership quorum. Members of the Consortium represented in person or by proxy, shall constitute a quorum at a general meeting of the Consortium. All votes by the Members shall be a vote by consensus.

Executive Committee quorum. If less than one-fourth of the Officers are represented at an Executive Committee meeting, a majority of the members so represented may adjourn the meeting from time to time without further notice. The Officers present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum. If a quorum is present, the affirmative vote of a majority of the officers represented at the meeting and entitled to vote on the subject matter shall be the act of the Executive Committee, unless the vote of a greater number is required by law or the Bylaws of the Consortium.

Section 9. Presumption of Assent

Presumption of Assent. An Officer of the Consortium who is present at a meeting of the Executive Committee at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent is entered in the minutes of the meeting or unless he or she files his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or forwards such dissent by registered mail to the secretary of the Consortium immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

Section 10. Proxies

At all meetings of the membership, a Member may vote by proxy executed in writing by the member or his or her duly authorized representative. Such proxy shall be filed with the Secretary of the Consortium before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

Section 11. Informal Action by Membership

Any action required to be taken at a meeting of the membership, or any other action which may be taken at a meeting of the membership, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by a majority of the

Members with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the membership.

Section 12. Dues

The Executive Committee reserves the right establish annual dues for Membership if such dues are considered to be in the best interest of the Consortium and if said dues are defined in approved amendments to these Bylaws. The Executive Committee and members at any of its general membership meetings may set dues for all types of membership by a favorable vote of at least two-thirds of those present.

- a. **Payment of Dues.** Dues will be paid by calendar year in advance, as a requirement for continuing membership. Every member of the consortium is responsible for payment of dues until their membership has been terminated. Payment will be expected by January 30 of the membership year.
- b. **Dues Statements:** No later than January 1 each year the consortium will email members, at the latest address know to the consortium, a statement indicating the amount of dues for the ensuing calendar year.
- c. **Penalties:** The consortium will notify by email members whose dues have not been paid by February 15. If dues have not been paid by April 15, the member will lose the right to vote and other benefits of membership.
- d. **Remission of Dues:** The Executive Committee may excuse any member from payment of annual dues, subject to annual review, for a cause it deems sufficient.
- e. **Amount of Dues:** Annual dues shall be in the amount of \$50 for individual members, \$500 for corporations, institutions, and universities, and \$25 for students. Representatives from non-profit institutions or universities can participate either as individuals or as a group.
- f. **Changes to Dues:** The Executive Committee will assess the need for dues every two years (on even years) and make recommendations to the membership as to its form. Changes to the dues structure will require approval by two-thirds of members who vote.

ARTICLE VI. CONFERENCES & PUBLICATIONS

Section 1. Annual Conference

An annual conference, to deal with the occurrence, fate, transport and effects of ECs, may be held concurrently with the one of the two required Annual Business Meetings. Symposia also may be held at the Annual Conference, under either Consortium sponsorship or jointly with other organizations, to deal with specific scientific or technical EC issues.

Section 2. Specialty Conferences, Workshops and Symposia

The Consortium may hold or jointly sponsor scientific or technical specialty conferences, workshops, or symposia in addition to those held in conjunction with the Annual Conference as directed by the Executive Committee.

Section 3. Publications

The Consortium will provide proceedings or reports of conferences and reports or summaries of studies generated as a direct result of funding acquired through CREEC on its website. The Executive Committee, or designated Scientific and Technical Publication Review Committee, must review and approve all publications that are generated as a direct result of funding acquired through CREEC. Other publications independently generated by CREEC members will not be reviewed by the Executive Committee. CREEC will not have authority for report review or approval over a cooperating agency(ies) report review and/or approval process.

Section 4. Publication Review and Approval Process

The Executive Committee, or designated Scientific and Technical Review Committee, will be responsible for developing evaluation criteria and a consistent publication review and approval process for all publications that are generated as a direct result of funding acquired through CREEC. Author(s) will be required to provide the stated report to reviewers in the form of a completed written (or electronic) draft copy of the publication. The reviewers will have a minimum of two weeks (or longer as determined necessary by the author(s) and reviewers) to complete the designated publication review and are required to provide written comments to the author(s) of the said report. The reviewers shall provide approval or request for secondary review prior to approval, in writing to the author(s) upon review of the report. Written correspondence associated with a said publications review and approval process will be archived by CREEC for no less than two years upon release of the publication. Unreviewed and/or unapproved CREEC reports will not be posted to the Consortium website.

Section 5. Proposals

The Consortium will provide opportunities for disbursement of acquired research or educational activity funds for the purpose of furthering the organization's mission and goals as available. These opportunities will be announced in the form of a written (paper or electronic) request for proposal. The Consortium will provide notice of these requests for proposals on their website and in the form of Membership email notification. Principal investigators shall be provided no less than 30 days to respond to such requests.

CREEC will not make loans to other organizations. CREEC members may work together to acquire grant funding from other organizations and CREEC could then use a "request for proposal" (RFP) process to find the best qualified individuals or organization to accomplish the work required by the grant. The recipients of this funding could include universities, Federal, State and municipal government agencies, some regulated businesses (such as drinking water or wastewater treatment plants), and other nonprofit organizations. Private "for profit" companies or corporations will not be eligible for grant or RFP funding, but may be hired for specific tasks on a fee for service basis. It will be the responsibility of the Executive Committee to insure that fair market value is obtained for these services.

Section 6. Proposal Review and Approval Process

The Executive Committee, Scientific and Technical Review Committee, or designated Technical Committee will be responsible for developing and following evaluation criteria and a consistent proposal review and approval process for all proposals submitted for

funding acquired by CREEC. This process will include the principal investigator(s) providing the stated proposal to reviewers in the form of a completed written (or electronic) proposal formatted according to guidelines specified in the request for proposal. The reviewers will have a minimum of two weeks (or longer as determined necessary by the reviewers or stated in the request for proposal) to complete the designated review. Reviewers are encouraged to provide written comments to the principal investigators of all submitted proposals. The reviewers shall provide approval or request a revised proposal prior to approval, in writing to the principal investigator(s) upon review of the proposal. Written correspondence associated with a said proposal review and approval process will be archived by CREEC for no less than two years upon release of the project funds. All research or educational activities funded by CREEC will provide periodic updates and a final project report, as specified in the request for proposal, to the Executive Committee. Records of all distributions of funds will be kept by the CREEC treasurer for a period of no less than 5 years from the time of issue. Annual reports from funding recipients will also be kept for no less than 5 years. All records of funding distributions will be made available to the public.

ARTICLE VII. AMENDMENTS TO THE BYLAWS

Section 1. Amendment Proposal

Any member may propose an amendment to these Bylaws by sending notice to the Chair at least 90 days in advance of a meeting of the Executive Committee.

Section 2. Amendment Action

The Executive Committee may amend the Bylaws at any meeting at which a quorum is present provided that:

- a. The amendment receives a favorable vote of at least two-thirds of those present.
- b. Written notice of the proposed change is sent to all members of the Executive Committee by mail or email not less than 45 days prior to the meeting. The notices will include the full text of the proposed change and a notice of the time and place of the meeting at which such vote will be taken.
- c. In addition, the notice setting forth the substance of any proposed change to the Bylaws must also be given to members of the Consortium by mail or email prior to Executive Committee action on such change.

Section 3. Posting of Results

Results of voting on all proposed amendments to the Bylaws will be provided to the members of the Consortium by posting on the website.

ARTICLE VIII. DISSOLUTION OF CONSORTIUM

Section 1. Upon Dissolution of the Consortium

Upon dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or

corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.