

CHENANGO COUNTY HISTORICAL SOCIETY, INC.

Corporate By-Laws

ARTICLE I.

Name, Office & Corporate Status

Section 1. *Name.* The Corporation shall be known as: Chenango County Historical Society, Inc. (hereinafter “The Corporation”).

Section 2. *Office.* The principal office of the Corporation shall be located in the County of Chenango, State of New York. This office shall direct corporate activities and be the depository for all corporate records. The Corporation may also have offices at such other places within the state as the Board of Trustees may, from time-to-time, determine and/or the business or operations of the Corporation may require.

Section 3. *Corporate Status.* The Corporation is a New York Not-for-Profit Corporation, a “Education Corporation” as defined by the Not-for-Profit Corporation Law, and exempt from income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code.

ARTICLE II.

Corporate Purposes & Document Construction

Section 1. *Corporate Purposes.* The purposes of the Corporation are set forth in the Charter or Certificate of Incorporation, as appropriate, and qualify the Corporation for exemption from income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code of 2017, as may be amended.

Section 2. *Document Construction.* Any amendment to the purposes of the Corporation must be rendered in accordance with the requirements of Article X herein. If there is any conflict between the provisions of the Charter or Certificate of Incorporation, as appropriate, and these By-Laws, provisions of the Charter or Certificate of Incorporation, as appropriate, shall govern.

ARTICLE III.

Membership

Section 1. *Classes of Membership Authorized.* Unless otherwise stipulated herein, the Corporation shall have one of the following classes of Members:

- i. Voting Member – Members whose dues are current have a legal right to vote on matters as provided for in the articles of incorporation.

- ii. Non-Voting (term, ie. Patron) – Members whose dues are lapsed are ineligible to vote on any organizational matters.

Section 2. *Qualifications & Criteria for Membership.* Any person interested in the history of Chenango County who applies for membership in an appropriate classification of membership and who tenders the necessary dues may become a voting member. Annual dues shall be established by the Board Trustees and are payable in advance.

Section 3. *Evidence of Membership.* Each Member shall be issued appropriate evidence or proof of membership, which shall be nontransferable.

Section 4. *Termination of Membership.*

4.1. *Termination by the Membership.* Termination of Membership by the Members, themselves, shall be authorized, with, or without cause, by majority vote of the Membership at the Annual Meeting or a Special Meeting of the Membership called for that purpose.

4.2. *Termination by the Board of Trustees.* Termination of Membership by the Board of Trustees shall be authorized, for cause, by majority vote of the Board at any Regular or Special Meeting of the Board called for that purpose. For purposes of this Section, failure to timely remit required dues, if any, shall be considered sufficient cause for termination of Membership by vote of the Board.

Section 5. *Annual Meeting.* A meeting of the Members entitled to vote shall annually be held for purposes of the election of Trustees and the transaction of any other business of the Corporation in a month to be determined by the Board of Trustees.

Section 6. *Special Meetings.* Special Meetings of the Members entitled to vote may be called at any time by the Board of Trustees, the President, a majority vote of the Board of Trustees, or upon the written request of at least ten percent (10%) percent of the Members entitled to vote. No business shall be conducted at a Special Meeting that is not included in the issued Notice as stipulated herein.

Section 7. *Meeting Notice.*

7.1. *Notice Requirements.* Notice shall be given to each Member entitled to vote prior to each Meeting of Membership, stating the place, date and hour of the Meeting. Notice of a Special Meeting shall, in addition, identify:

- i. the person, or persons, calling the meeting; and,
- ii. the purpose, or purposes, for which said meeting is being called.

7.2. *Written Notification.* Unless the Corporation has over five hundred (500) Members, written notice of any Meeting of the Membership shall be given personally or by first class mail, facsimile

or by electronic mail, not less than ten (10) nor more than fifty (50) days before the date of the Meeting. Notice shall be deemed given as stipulated below:

- i. if personally, upon receipt by the Member;
- ii. if mailed, when deposited in the United States Mail, with postage prepaid, directed to the Member at the Member's current address of record as it appears on the list of Members; or,
- iii. if sent by electronic mail or facsimile, when forwarded to the facsimile number, or electronic mail address, as either appear on the list of Members, excepting that any such notice shall not be considered properly delivered if the Corporation is:
 - (a) unable to deliver two (2)-consecutive notices to the designated electronic mail address or facsimile number or,
 - (b) is otherwise made aware that notice cannot be delivered to the Member or electronic mail or facsimile.

7.3. *Notification by Publication.* Provided the Corporation has more than five hundred (500) Members, notice of Meetings of the Membership may be given by publication. Any such notice shall be:

- i. published in a newspaper published in the County in which the principal office of the Corporation is located once a week for 3-successive weeks immediately preceding the Meeting; and,
- ii. prominently posted on the homepage of the Corporation's website continuously from the date of newspaper publication through the date of the Meeting.

Section 8. *Waiver of Notice.* Should any Member fail to receive proper notice of a Meeting of the Membership, as otherwise required by these By-Laws, the Member shall waive his/her right to any such notice if:

- i. the Member attends the Meeting of the Membership without objection to the lack of proper notice, prior to said Meeting being called to order; or,
- ii. either before or after the Meeting, the Member submits, a waiver of notice, which if tendered personally, in writing or by facsimile, shall be validated by written or electronic signature; or if submitted by electronic mail, shall include information from which the Corporation can reasonably determine that the waiver was properly authorized.

Section 9. *Qualification of Voters.* The Board of Trustees may fix a date as the record date for the purpose of determining the Members entitled to vote at any Meeting of the Membership, or to express consent to or dissent any proposal without a Meeting. The record date shall not be more than fifty (50) nor less than ten (10) days before the date of the Meeting.

Section 10. *Quorum.* At any, duly called Meeting of the Membership, the lesser of ten percent (10%), or one-hundred (100) eligible voting Members entitled to vote, present as a consequence of physical attendance and/or use of telephone/video-conference technology and/or use proxy shall constitute a quorum. When a quorum is once present to organize a meeting, it is not broken by the subsequent withdrawal of any Member(s).

Section 11. *Organization.*

11.1. *Chairperson.* At all meetings of the Membership, the President, or, in his/her absence, the Vice-President or, in his/her absence, another Trustee chosen by the Membership shall preside.

11.2. *Secretary.* At all meetings of the Membership, the Secretary, or, in his/her absence, any Assistant Secretary or, in his/her absence, another Trustee chosen by the Membership shall act as secretary at the meeting.

Section 12. *Voting.* Each Member shall have one (1) vote for purposes of the election of Trustees and the transaction of any other business considered by the Membership.

Section 13. *Action by the Membership.*

13.1. *Action Defined.* Except as otherwise provided by statute and/or these By-Laws, an “act,” or “action,” of the Membership shall mean an action at a Meeting of the Membership authorized by vote of a majority of the Members present at the time of the vote, provided a sufficient quorum is present.

13.2. *Electronic Communication.* Any, or all, Members may participate in any Meetings of the Membership, by means of a conference telephone, electronic video screen communication or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting of the Membership.

13.3. *Proxies.* Every Member entitled to vote at a Meeting of the Membership may authorize another person, or persons, to act on his/her behalf by use of proxy. To be valid and enforceable, each proxy must be submitted before, or presented at, the Meeting of the Membership for which it is intended. If tendered personally, in writing or by facsimile, the proxy shall be validated by written or electronic signature. If submitted by electronic mail, it shall include information from which the Corporation can reasonably determine that the proxy was properly authorized. No proxy shall be valid after the expiration of eleven (11) months from the date thereof, unless otherwise provided by proxy. Every proxy shall be revocable at the pleasure of the Member executing same, except as may otherwise be provided by law.

Section 14. *Action by Members on Unanimous Written Consent.* Any act, or action, required or permitted to be taken by the Membership may be taken without a Meeting if each Member submits to the Secretary, or his/her designee, a written consent, delivered personally or by regular mail, facsimile and/or electronic mail, authorizing a resolution to permit the action. A copy of the

resolution, and all written consents thereto, shall be filed with the minutes of the proceedings of the Membership.

Section 15. *Reports.* In a manner sufficient to comply with applicable statutory obligations, the Board of Trustees shall annually present to the Membership a report, verified by appropriate Officers, or certified by an Independent Auditor, if so required, outlining, in appropriate detail, the Corporation's fiscal status, including an annual balance sheet and profit and loss statement or a financial statement performing a similar function for the preceding fiscal year, confirming assets (restricted and unrestricted) and liabilities, revenues and receipts and expenses and disbursements, together with any, and all necessary and/or required supporting documentation. Each such report shall be filed with the records of the Corporation and a copy, or an abstract thereof, shall be entered in the minutes of the proceedings of the Meeting of the Members at which the report is presented.

ARTICLE IV. Board of Trustees

Section 1. *General Management.* The Board of Trustees shall have ultimate authority in governing the operations, finances and affairs of the Corporation. The Board, with the advice of various committees, if so authorized, shall implement, monitor and modify, as may be needed, policies and procedures necessary for proper corporate management. It shall be empowered to employ necessary staff, retain necessary professional assistance, authorize agreements and expenditures and take all necessary and proper steps to advance the purposes and promote the best interests of the Corporation.

Section 2. *Number.* There shall be, at least, five (5), but no more than twenty-five (25), seats on the Board of Trustees, including Officers, with the exact number to be established from time-to-time by a three-fourths (3/4) vote of the Board.

Section 3. *Qualifications.* All Officers and Trustees must be at least eighteen (18) years of age and committed to advancing the purposes of the Corporation.

Section 4. *Selection Procedure, Terms of Office, Newly Created Trusteeships & Vacancies*

4.1. *Terms of Office.* The term of office for a Trustee shall be three (3)-years in duration, unless otherwise provided in these By-Laws. Approximately one-third (1/3) of the Trustees shall be selected every three (3)-years. The terms of office for all Trustees shall begin on the day of their election and shall conclude upon the election of their successors.

4.2. *Selection Procedure.* At each Annual Meeting, the Membership, by a majority of the votes cast, shall elect new Trustees to replace those whose terms are expiring.

4.3. *Newly Created Trusteeships.* Newly created Trusteeships resulting from an increase in the number of Trustees shall be filled by vote of a majority of the Board of Trustees. Trustees elected to fill newly created Trusteeships shall hold office in accordance with their classification and until their successors have been elected and qualified.

4.4. *Vacancies.* A vacancy in office shall arise upon the resignation, removal, refusal to act, incapacitation or death of a Trustee. A vacancy on the Board of Trustees occurring in the interim between Annual Meetings may be filled by an interim successor appointed by the Board of Trustees. At the next Annual Meeting following the vacancy, the Board may elect, by a vote of a majority of Trustees, a permanent successor for the vacated position. Trustees elected to fill vacancies shall hold office for the remainder of the term of the vacated position in accordance with the classification of said position and until their successors have been elected and qualified. No period of interim service shall be considered for purposes of establishing limitations on the terms of Trustees. Any vacancy in the office of Trustee continuing for more than one (1)-year, or any vacancy reducing the number of Trustees to less than two-thirds of the full number may be filled by the Board of Regents.

Section 5. *Resignation.* A Trustee may resign, at any time, by giving written notice to the Board of Trustees, the President or the Secretary. Unless otherwise specified in notice, the resignation shall take effect upon receipt thereof by the Board of Trustees, the President or the Secretary, and the acceptance of the resignation shall not be necessary to make it effective. If any Trustee shall fail to attend three (3)-consecutive meetings without excuse accepted as satisfactory by the Trustees, the Trustee shall be deemed to have resigned, and the vacancy shall be filled.

Section 6. *Removal.*

6.1 *Removal by the Board of Regents.* The Board of Regents may remove any Trustee for misconduct, incapacity, neglect of duty, or where it appears to the satisfaction of the Board of Regents that the Corporation has failed or refuses to carry into effect its educational purposes. A hearing in the proceeding for the removal of such Trustees shall be had before the Board of Regents, or a committee thereof, and the Trustees shall be given at least ten (10)-days' notice of the time and place of such hearing. In case of removal, the Board of Regents may appoint successors to the Trustees so removed.

6.2 *Suspension.* Any Trustee may be temporarily suspended, for cause, by a two-thirds (2/3) majority vote of the Board of Trustees at any Regular Meeting or Special Meeting of the Board called for that purpose. The period of suspension can last only until such time as the next Annual Meeting. At any Meeting where a vote is to be taken to suspend a Trustee, the Trustee in question may attend and shall be given a reasonable opportunity argue in his/her defense.

6.3 *Removal.* Any, or all, of the Trustee(s) may be permanently removed for cause, by a two-thirds (2/3) majority vote of the Board of Trustees at any Regular Meeting or Special Meeting of the Board called for that purpose, or with, or without, cause, by a majority vote of the Membership at any Annual Meeting or Special Meeting of the Members called for that purpose. At any Meeting where a vote is to be taken to remove a Trustee, the Trustee in question may attend and shall be given a reasonable opportunity argue in his/her defense.

Section 7. *Meetings.*

7.1. *Annual Meetings.* The Board of Trustees, by yearly resolution of the Board, shall as soon as practicable after the Annual Meeting of the Corporation, convene an Annual Meeting of the Board of Trustees for the purpose of appointing Officers of the Corporation. Notice of the time and place of the Annual Meeting shall be mailed, either by postal or electronic means, to the usual address of every Trustee, not less than five (5) nor more than ten (10), days before the Meeting.

7.2. *Regular Meetings.* The Board shall endeavor to annually convene, at least, eight (8) Regular Meetings, at the call of the President. Notice of the time and place of any Regular Meeting shall be mailed, either by postal or electronic means, to the usual address of every Trustee, not less than five (5) nor more than ten (10), days before any Meeting. This does not preclude the provision of additional meeting notice, by facsimile, publication on the website of the Corporation, electronic communication, telephone and/or personal delivery.

7.3 *Special Meetings.* The Board of Trustees, whenever called by the President, the Secretary, or twenty-five percent (25%) of the Trustees may convene Special Meetings in order to consider specific matters that may be confronted by the Corporation between Regular Meetings, provided the order of business is limited solely to purposes specified in the meeting notice. Notice of Special Meetings, including purpose, time, date and location, shall be given by regular mail, facsimile, electronic communication, telephone and/or personal delivery. If notice is given by telephone or personal delivery, it shall be given not less than three (3) days before the Meeting. If notice is given by regular mail, facsimile or electronic communication, it shall be given not less than five (5) days before the Meeting. This does not preclude the provision of additional meeting notice, by facsimile, publication on the website of the Corporation, electronic communication, telephone and/or personal delivery.

Section 8. *Waivers of Notice.* Notice of any Meeting of the Board of Trustees need not be given to any Trustee who submits a signed waiver of notice, by regular mail, electronic mail, facsimile or personal delivery, to the Board, the President or the Secretary, either before or after the Meeting, or who attends the meeting without protesting prior to formal commencement, the lack of formal notice.

Section 9. *Quorum.* A quorum shall be required for the legal and proper conduct of the business of the Board of Trustees. A majority of the Entire Board of Trustees shall constitute a quorum for the transaction of any business, unless a lesser amount is stipulated in the Charter. When a quorum is once present to organize a Meeting, it is not broken by the subsequent withdrawal of any Trustees.

Section 10. *Voting.* Each Trustee shall have one (1) vote.

Section 11. *Action by the Board of Trustees.*

11.1. *Action Defined.* Except as otherwise provided by statute and/or Article X of these By-Laws, an “act,” or “action,” of the Board of Trustees shall mean an action at a meeting of the Board authorized by vote of a majority of the Trustees present at the time of the vote, provided a sufficient quorum is present.

11.2. *Written Unanimous Consent.* Any action required or permitted to be taken by the Board of Trustees may be taken without a meeting if the Entire Board submits to the Secretary of the Corporation, or his/her designee, a written consent, delivered by regular mail, facsimile and/or electronic mail, authorizing a resolution to permit the action. A copy of the resolution, and all written consents thereto, shall be filed with the minutes of the proceedings of the Board.

11.3. *Electronic Communication.* Any, or all, Trustee(s), or committee member(s), may participate in any meetings of the Board of Trustees, by means of a conference telephone, electronic video screen communication or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting of the Board.

Section 12. *Presumption of Concurrence.*

12.1. *Meeting Participation.* A Trustee who participates in a meeting of the Board of Trustees at which an act, or action, on any corporate matter is taken shall be presumed to have concurred to the action taken unless said Trustee:

- i. assures that his/her dissent is entered in the minutes of the meeting;
- ii. files a written dissent to such act or action with the Secretary of the meeting before the adjournment thereof, or;
- iii. forwards a written dissent, by regular mail, facsimile, electronic communication or personal delivery, to the Secretary, immediately after the adjournment of the meeting.

12.2. *Meeting Absence.* A Trustee who is absent from a meeting of the Board at which an act, or action, on any corporate matter is taken shall be presumed to have concurred to the action taken unless said Trustee:

- i. forwards a written dissent, by personal delivery and/or registered mail, to the Secretary; or,
- ii. assures that his/her dissent is entered in the minutes of the meetings of the Board within a reasonable time after learning of such action.

ARTICLE V.

Officers

Section 1. *Officers, Appointment, Term.* The Board of Trustees shall appoint by majority vote a President, Vice President, Secretary and Treasurer, and such other Officers as it may determine are needed from time-to-time, who shall be given such duties, powers and functions as hereinafter provided. Officers shall be appointed to hold office for one (1) year from the date of appointment. Each Officer shall hold office for the term for which he/she is appointed and until his or her successor has been appointed.

Section 2. *Removal & Resignation.* Officers serve at the discretion of the Board of Trustees. Any Officer appointed by the Board may be removed by a majority vote of the Board. In the event of the resignation, suspension, removal, incapacitation or death of an Officer, the President of the Board shall appoint an acting successor to fill the un-expired term. This appointment shall be confirmed by a majority vote of the Board within the next two (2)-Regular Meetings.

Section 3. *Duties.*

3.1. *President.* The President shall have executive supervision over the activities of the Corporation within the scope provided by these bylaws and shall preside at all meetings. The president shall report annually on the activities of the Corporation and shall appoint the members of committees and delegates. The President shall be the principal volunteer executive officer of the Corporation and shall in general monitor and supervise the business and affairs of the Corporation. He/she shall preside at all meetings of the Board of Trustees and shall be a voting member of all Committees of the Board and Committees of the Corporation, unless otherwise precluded by statute, regulation and/or these By-Laws. The President is authorized to sign any deeds, mortgages, bonds, contracts or other instruments that the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board, these By-Laws and/or applicable regulation or statute to some other Officer or agent of the Corporation. The President is the sole Officer or Trustee authorized to speak on behalf of the Corporation, unless the President and/or the Board of Trustees have otherwise delegated such authority to another Officer, Trustee and/or representative or otherwise directed by these By-Laws. The President shall perform such other duties as from time-to-time may be assigned to him/her by the Board.

3.2. *Vice President.* In the absence of the President, or in the event of his/her inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time-to-time may be assigned to him/her by the President and/or the Board.

3.3. *Secretary.* The Secretary shall generally be responsible for assuring that the records of the Corporation are properly recorded, documented and stored and that all informal or formal notices that may be issued by the Corporation are tendered in a manner in compliance with all applicable statutes, regulations, contracts, ethical obligations, the Certificate of Incorporation, as may be amended, and these By-Laws. The Secretary shall assure that the minutes of the meetings of the Board of Trustees, Membership, and Committees of the Board or Corporation, if any, are properly recorded, documented and stored; keep a record of the post office address, telephone number and, when possible electronic address of each Member, Trustee, Officer and member of a committee who does not serve on the Board, if any; notify Trustees of election and members of committees of appointment; and generally serve as custodian of the records of the Corporation. He/she may delegate recording, documentation, and storage and other duties, as deemed appropriate, to other Officers, excepting the President, Trustees, or employees of the Corporation. The Secretary shall perform such other duties as from time-to-time may be assigned to him/her by the President and/or the Board.

3.4 *Treasurer*. The Treasurer shall be responsible for the supervision and accounting of all funds received or expended by the Corporation and shall keep the Board of Trustees informed on all pertinent financial matters. If an Independent Trustee, he/she shall ordinarily, but need not necessarily, serve on the Audit and Finance Committee, or its functional equivalent, if applicable, and, not required to serve as Chair of any such Committee of the Board. The Treasurer shall provide a financial report at all Regular Meetings of the Board in a format prescribed by the Board. The Treasurer shall perform other duties as from time-to-time may be assigned to him/her by the President and/or the Board. If a Treasurer is unavailable or absent, another officer of the Board of Trustees shall assume the role.

ARTICLE VI.

Committees

Section 1. *Committee Types & General Authority & Responsibilities*. The Board of Trustees may permissibly charge committees to perform various functions on behalf of the Corporation in either of the two (2) available types: Committees of the Board and Committees of the Corporation. Each Committee of the Board and Committee of the Corporation, and every member thereof, shall serve at the pleasure of the Board. All Committees shall keep minutes of all proceedings, to be regularly submitted to the Secretary for subsequent distribution to the Entire Board, and report to the Board, at its next scheduled Regular Meeting.

Section 2. *Committees of the Board*. Committees of the Board shall be comprised of, at least, three (3) voting Trustees, excepting any Executive Committee, which must have no fewer than five (5) Trustees, appointed by the Board and shall have either standing authority and/or may be designated specific authority from time-to-time by the Board to take action that would legally bind the Board and/or the Corporation, provided such Committee of the Board appointments are made by approval of a majority of the Entire Board.

No Committee of the Board shall have such the authority with respect to the following matters:

- i. submission to Members, if any, of any act, or action, requiring Members approval by statute and/or these By-Laws;
- ii. filling of vacancies on the Board, or in any of its various committees;
- iii. fixing of compensation for Trustees, or members of its various committees;
- iv. authorization of any form of Fundamental Corporate Change, as set forth in these By-Laws, including, but not limited to, amendment, or repeal, of these By-Laws or the adoption of new By-Laws; and/or,
- v. amendment, or repeal, of any resolutions of the Board, which by its terms, shall not be capable of amendment or repeal;
- vi. the election or removal of Officers and Trustees;
- vii. the approval of a merger or plan of dissolution;

- viii. the adoption of a resolution recommending to the Members an action on the sale, lease, exchange, or other disposition of all, or substantially all, the assets of the Corporation or, if there are no Members entitled to vote, the authorization of such transaction; or
- ix. the approval of amendments to the Certificate of Incorporation;
- x. making removals from office; or,
- xi. granting of degrees.

Additional limitations on the authority of Committees of the Board may exist as stated in these By-Laws or by majority vote of the Board of Trustees.

Section 3. *Committees of the Corporation.* Committees of the Corporation shall be comprised of, at least, three (3) individuals appointed by the Board and shall either have standing authority or may be designated specific authority from time-to-time by the Board. Committees of the Corporation are advisory in nature and cannot under any circumstances take actions that bind the Board and/or the Corporation.

Section 4. *Qualifications.* The Board of Trustees may establish or waive qualifications for committee membership at its discretion.

Section 5. *Meetings.* Meetings of Committees, of which no formal notice shall be necessary, shall be held at such time and place as may be fixed by the President or the Chair of the applicable Committee or by majority vote of the members of the Committee.

Section 6. *Quorum and Manner of Acting.* Unless otherwise provided by resolution of the Board of Trustees, a majority of all of the members of a Committee shall constitute a quorum for the transaction of business and the vote of a majority of all of the members of the Committee shall be the act of the Committee. The procedures and manner of acting of all Committees shall be subject at all times to the direction of the Board. All Committees shall maintain appropriate minutes of their meetings in an effort to document proper and appropriate oversight.

Section 7. *Standing Committees.*

7.1. *Committee Appointments.* The president of the Board of Trustees shall appoint members and chairs of the Standing Committees which include but are not limited to:

- i. Audit & Finance Committee – responsible for monitoring and communicating to the Board of Trustees matters regarding the organization’s overall financial health.
- ii. Nominations Committee – responsible for making nominations for officers and members of the Board of Trustees.
- iii. Executive Committee – there shall be an Executive Committee consisting of the President, Vice-President, Secretary, Treasurer and one other Board Member appointed by the President. The Executive Committee shall meet at the call of the President, or any two other members of the Executive Committee. It shall perform the business and affairs of the Corporation, and shall act for and on behalf of the Board of Trustees when

the Board is not in session, but shall be accountable to the Board of Trustees for its actions.

7.2. *Other Committees.* Standing or special committees may be appointed by the President.

ARTICLE VII.

Elected Officer & Trustee Compensation, Reimbursement & Loans

Section 1. *Compensation.* Trustees are not eligible for compensation for their service as Trustee. However, if properly authorized, Trustees may permissibly receive other compensation for services that may be rendered to the Corporation, provided any such compensation is awarded pursuant to all applicable policies and procedures required by statute, regulation and/or these By-Laws.

Section 2. *Reimbursement.* Notwithstanding the mandates of this Article, at the discretion of the Board of Trustees, individual Trustees, Officers, members of Committees and employees may be reimbursed in an amount determined by the Board for expenses reasonably incurred by them in the performance of their duties on behalf of the Corporation.

Section 3. *Loans.* No loans shall be made by the Corporation to its Trustees, Officers, members of Committees or to any other corporation, firm, association or other entity in which one or more of its Trustees, Officers or Committee members are Trustees or officers or hold a substantial financial interest.

ARTICLE VIII.

Statutory Compliance

Section 1. *Conflicts of Interest & Related Party Transaction Protocols.* The Board shall adopt, and at all times honor, the terms of a written Conflicts of Interest & Related Party Transaction Policy to assure that its Trustees, Officers and Key Persons act in the Corporation's best interest and comply with applicable statutory, regulatory, and ethical requirements. The Conflicts of Interest & Related Party Transaction Policy shall include, at a minimum, the following provisions:

- i. *Procedures.* Procedures for disclosing, addressing and documenting by the Board of Trustees, or an authorized committee thereof, as appropriate:
 - (a) Conflicts of Interest,
 - (b) possible Conflicts of Interest for a determination as to whether a conflict exists, and,
 - (c) Related Party Transactions,
- ii. *Restrictions.* Stipulations that when the Board of Trustees, or an authorized Committee, as appropriate, is considering a real/potential Conflict of Interest or Related Party Transactions, the interested party shall not:
 - (a) be present at, or participate in, any deliberations;
 - (b) attempt to influence deliberations; and/or,

- (c) cast a vote on the matter.
- iii. *Definitions.* Definitions of circumstances that could constitute a Conflict of Interest and/or Related Party Transaction.
- iv. *Documentation.* Requirements that the existence and resolution of the conflict and/or transaction be documented in the records of the Corporation, including in the minutes of any meeting at which the conflict was discussed or voted upon; and,
- v. *Audit-Related Disclosure.* Protocols to assure for the disclosures of all real or potential Conflicts of Interest and/or Related Party Transaction are properly forwarded to the Board of Trustees, or another authorized Committee, as appropriate, for purposes of audit-related consideration.

Section 2. *Conflicts of Interest & Related Party Transaction Conflicts Policy.* The Conflicts of Interest and Related Party Transaction Policy of the Corporation, required in order to comply with the mandates of Section 2 of this Article, is annexed hereto and made a part hereof as **Appendix “A.”** This policy may only be amended, modified, or repealed by a two-thirds (2/3) majority vote of the Board of Trustees present at any Annual Meeting, Regular Meeting or Special Meeting called for that purpose with the change in policy to not be applicable to any pending or currently being reviewed real or potential Conflicts of Interest or Related Party Transaction.

Section 3. *Potential Conflicts Disclosure Statement.* The Potential Conflicts Disclosure Statement of the Corporation, required in order to comply with the mandates of Section 2 of this Article, is annexed hereto and made a part hereof as **Appendix “B.”**

ARTICLE IX.

Indemnification of Trustees, Officers & Employees

The Corporation shall indemnify its Trustees, Officers, employees and volunteers against judgments, fines, amounts paid in settlement and reasonable expenses and costs, including attorneys fees, in connection with any claim asserted against the Trustee, Officer, employee or volunteer by court action, or otherwise, by reason of the fact that such person was a Trustee, Officer, employee or volunteer of the Corporation and acting in good-faith for a purpose which such person reasonably believed to be in the best interest of the Corporation, and was not unlawful, unethical or immoral. In order to assure adequate indemnification, the Corporation shall be required to purchase and maintain appropriate Trustees and Officers (“D & O”) liability insurance coverage. Any such indemnification, and related insurance, shall be considered, awarded and governed by the terms of a comprehensive Indemnification and Insurance Policy, a copy of which is annexed hereto, and made a part hereof as **Appendix “C.”**

ARTICLE X.

Fundamental Corporate Changes

Section 1. *By-Law Amendment.* These By-Laws may be amended, repealed or altered, by a two-thirds (2/3) majority vote of the Trustees present at any Annual Meeting, Regular Meeting or

Special Meeting of the Board called for that purpose, excepting that the Board shall have no authority to amend, repeal or alter Article III, this Article X or any other By-Law applicable to the rights, entitlements and/or obligations of the Members. Any amendment, repeal or alteration of the By-Laws authorized by the Board shall be presented to the Membership at the next Annual Meeting or Special Meeting of the Membership called for that purpose, and may be vetoed, in whole or in part, or otherwise modified by majority vote of the Members present. The Membership may by majority vote of the Members present at any Annual Meeting or Special Meeting of the Membership called for that purpose, amend, repeal or alter Article III, this Article X, any other By-Law applicable to the rights, entitlements and/or obligations of the Members or the By-Laws, in their entirety, with or without the consent of the Board,

Section 2. *Certificate of Incorporation Amendment.* The Certificate of Incorporation of the Corporation may be changed or amended, in whole or in part, by a two-thirds (2/3) majority vote of the Board of Trustees and those entitled to cast ballots for a resolution of the Membership, provided all statutory approvals are subsequently secured and any Certificate of Amendment or Restated Certificate of Incorporation is accepted for filing by the New York Department of State.

Section 3. *Purchase, Lease, Sale, Mortgage or Disposition of Real Property or Other Assets.* The purchase, lease (for five (5)-or more years), sale, mortgage, or disposition of all, or substantially all, of the real property or other assets of the Corporation shall only be authorized by a two-thirds (2/3) majority vote of the Board of Trustees.

Section 4. *Creation of Corporate Affiliate Relationship.* The Corporation may only enter into any affiliate arrangement, such as a parent/subsidiary relationship with another corporation, or form a new corporation for purposes of establishing an affiliate relationship, by a two-thirds (2/3) majority vote of each the Board of Trustees and those entitled to cast ballots for a resolution of the Membership.

Section 5. *Merger or Consolidation.* This Corporation may be merged or consolidated by a two-thirds (2/3) majority vote of the Board of Trustees and those entitled to cast ballots for a resolution of the Membership, provided all statutory approvals are subsequently secured and any Certificate of Merger or Consolidation is accepted for filing by the New York State Department of State.

Section 6. *Dissolution.*

6.1. *Procedure.* This Corporation may be dissolved by a two-thirds (2/3) majority vote of the Board of Trustees and those entitled to cast ballots for a resolution of the Membership, provided all statutory approvals are subsequently secured and a Certificate of Dissolution is accepted for filing by the New York Department of State.

6.2. *Residual Assets.* In seeking approvals necessary for Dissolution, the Corporation shall exercise its best efforts to assure that any residual assets shall be donated to another Not-for-Profit Corporation qualified under Section 501(c)(3) of the Internal Revenue Code with purposes similar to those of this Corporation.

APPENDIX A—Board of Trustees Conflicts of Interest & Related Party Transaction Policy

1. *Policy Requirements.*

Any real or potential “Conflict of Interest” and/or “Related Party Transaction” (each as defined herein) and any other interested matter must be addressed in accordance with the terms of this Board of Trustees Conflicts of Interest and Related Party Transactions Policy. Any Conflict of Interest and/or Related Party Transaction, or any other interested matter, authorized in a manner that is materially inconsistent with the terms of this policy may be subsequently rendered void or voidable by a vote of a majority of the Board of Trustees, excluding any Trustees with an interest in the subject transaction or matter.

2. *Definitions.*

- a. Conflict of Interest. Unless otherwise specifically excluded herein, a “Conflict of Interest” means any transaction, agreement or any other arrangement, including, but not limited to a “Related Party Transaction,” as defined herein, between this Corporation and another individual or entity that confers a direct, substantial benefit to any Related Party, as defined herein. The assessment of, and any determination concerning any Conflict of Interest must be considered in strict compliance with the adopted policies and procedures of The Corporation.
- b. Related Party Transaction. Unless otherwise specifically excluded herein, a “Related Party Transaction” means any transaction, agreement or any other arrangement in which a Related Party has a financial interest and in which the Corporation, or any Affiliate, is a participant. The following circumstances shall not be considered a Related Party Transaction for purposes of interpretation of this definition or consideration of a Related Party Transaction by the Board of Trustees:
 - i. the transaction, or the Related Party’s financial interest in the transaction is *de minimis*;
 - ii. the transaction would not customarily be reviewed by the Board, or Boards of similar organizations, in the ordinary course of business and is available to others on the same or similar terms; or
 - iii. the transaction constitutes a benefit provided to a Related Party solely as a member of a class of the beneficiaries that the Corporation intends to benefit as part of the accomplishment of its mission which benefit is available to all similarly situated members of the same class on the same terms.

The assessment of, and any determination concerning, any Related Party Transaction, must be considered in strict compliance with the adopted policies and procedures of the Corporation.

- c. Related Party. A “Related Party” means any:
 - i. Officer (of the Corporation or any Affiliate), as defined by statute;

- ii. Trustee (of the Corporation or any Affiliate), as defined by statute;
- iii. Key Person (of the Corporation or any Affiliate), as defined by statute;
- iv. founder of the Corporation;
- v. individual who has made substantial monetary contributions to the Corporation;
- vi. Relative, as defined by statute, of an Officer, Trustee, Key Person, founder or substantial contributor;
- vii. entity where an Officer, Trustee or Key Person, founder or substantial contributor or a Relative thereof, directly or indirectly, holds a thirty-five percent (35%), or greater, ownership or beneficial interest; or,
- viii. partnership or professional corporation where an Officer, Trustee or Key Person, founder or substantial contributor or a Relative thereof, directly or indirectly, has an ownership interest in excess of five percent (5%).

3. General Disclosure.

Prior to initial election, and annually thereafter, each Trustee shall be required to complete, sign and submit to the Secretary, or an authorized designee, as appropriate, a written statement identifying, to the best of the Trustee's knowledge, any entity of which such Trustee is an officer, trustee, owner (either as a sole proprietor, partner or member) or employee with which the Corporation has a relationship, and any transaction in which the Corporation is a participant and in which the Trustee might have a real or potential interest. The Secretary shall provide a copy of all completed disclosure statements to the Board of Trustees, or another authorized committee thereof, as appropriate. A copy of each disclosure statement shall be available to any Trustee on request.

4. Specific Disclosure.

If at any time during his or her term of service, a Trustee, Officer or Key Person acquires an interest, or circumstances otherwise arise, which could give rise to a real or potential Conflict of Interest and Related Party Transaction, or any other interested matter, he or she shall promptly disclose, in good-faith, to the Board of Trustees, or an authorized Committee thereof, as appropriate, the material facts concerning such interest.

5. Process of Review.

Unless the Board of Trustees elects to directly assume such responsibility, the Audit & Finance Committee, or another designated Committee of the Board, shall thoroughly review any real, or potential, Conflict of Interest or Related Party Transaction, or any other interested matter and submit to the Board a recommendation as whether or not it should be approved.

6. Affiliate Transactions.

The current, or prior, service of an Officer, Trustee or Key Person of this Corporation, or a Relative thereof, all as defined by statute, as an officer, trustee or employee, or the equivalent thereof, of any corporate entity that is, i) considered to be an Affiliate, as defined by statute; ii) otherwise, controlled by, or controls, this Corporation, and/or; iii) is an Affiliate of any corporate entity controlled by, or that controls, this Corporation, shall not, standing alone, be considered a Conflict of Interest or a Related Party Transaction for purposes of interpretation of the definition of either term or consideration of any such matter.

7. *Standard of Review.*

For purposes of this policy, amongst the considerations of the Board of Trustees, the Audit & Finance Committee, or another authorized Committee of the Board, as appropriate, relative to assessment of any real or potential Conflict of Interest and/or Related Party Transaction, shall be the determination as to whether any financial interest amounts to a Conflict of Interest and/or a Related Party Transaction, each as defined herein. Should any such financial interest be considered a Conflict of Interest and/or a Related Party Transaction, the terms of this “Conflict of Interest and/or Related Party Transaction Policy” shall apply with regard to proper consideration of the matter. Should the financial interest not amount to a Conflict of Interest and/or Related Party Transaction, as defined herein, the transaction shall be considered an ordinary business matter unworthy of additional non-customary review and/or documentation.

8. *Authorization of Conflicts of Interest & Related Party Transactions.*

The Corporation shall not enter into any matter considered to be a Conflict of Interest and/or a Related Party Transaction, or any other interested matter, unless such a financial transaction, or other matter, is determined by the Board, or an authorized committee thereof, to be fair, reasonable and in the Corporation's best interest at the time of such determination.

9. *Authorization of Transactions Concerning Substantial Financial Interest.*

With respect to any Conflict of Interest and/or Related Party Transaction, or other interested matter, in which a Related Party, or otherwise conflicted individual, has a substantial financial interest, the Board of Trustees, the Audit & Finance Committee, or another authorized designated Committee of the Board, as appropriate shall:

- i. prior to entering into any such transaction or matter, to the extent practicable, consider alternative transactions and/or a review of information compiled from, at least, two (2) independent appraisals of other comparable transactions;
- ii. approve the transaction by not less than a two-thirds majority vote of the Trustees and/or committee members, as appropriate, present at the meeting; and,
- iii. contemporaneously document the basis for approval by the Board, or authorized Committee, as appropriate, which shall include the preparation of a written report, to be attached to the minutes of any meeting where the transaction or matter was deliberated or authorized, identifying the details of the transaction or matter; alternate transactions considered; materials or other information reviewed, Trustees, or Committee Members, present at times of deliberations; names of those who voted in favor, opposed, abstained or were absent; and, the specific action authorized.

10. *Restrictions.*

With respect to any Conflict of Interest and/or Related Party Transaction, or any other conflicted matter, considered by the Board, the Audit & Finance Committee, or another authorized designated Committee of the Board, as appropriate, no Related Party, or otherwise conflicted individual, shall:

- i. be present at, or participate in, any deliberations;
- ii. attempt to influence deliberations; and/or,
- iii. cast a vote on the matter.

Nothing herein shall prohibit the Board, or authorized committee, as appropriate, from requesting that a Related Party, or otherwise conflicted individual, present information concerning a Conflict of Interest and/or Related Party Transaction, or any other interested matter, at a Board, or authorized Committee thereof, meeting prior to the commencement of deliberations or related voting.

11. Audit-Related Disclosure.

It shall be the duty of the Secretary to see to it that all newly-received and annually-submitted Trustee Disclosure Statements and any case-specific Conflict of Interest and/or Related Party Transaction reports, together the minutes of any related meetings, are promptly provided to the Secretary of the Board of Trustees, or the chair an authorized Committee thereof, as appropriate, in an effort to assure that they are properly considered for auditing purposes, if applicable.

DRAFT

APPENDIX C—Indemnification & Insurance Policy

1. Authorized Indemnification.

Unless clearly prohibited by applicable statute, regulation or these By-Laws, the Corporation shall indemnify any person (an “Indemnified Person”) made or threatened to be made a party in any action or proceeding, whether civil, criminal, administrative, investigative or otherwise, including any action by the Corporation, by reason of the fact that she/he (or her/his Testator or Administrator, if then deceased), whether before or after adoption of this Article: (a) is or was a Trustee or Officer of the Corporation, or; (b) is serving or served, in any capacity, at the request of the Corporation, as a Trustee or Officer of any other corporation, or any partnership, joint venture, trust, employee benefit plan or other enterprise. The indemnification shall be against all judgments, fines, penalties, amounts paid in settlement (provided the Corporation shall have consented to such settlement) and reasonable expenses, including attorneys’ fees and costs of investigation, incurred by an Indemnified Person with respect to any such threatened or actual action or proceeding.

2. Prohibited Indemnification.

The Corporation shall not indemnify any person if a judgment, or other final adjudication, adverse to any Indemnified Person establishes, or the Board of Trustees in good faith determines, that such person’s acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated or that she/he personally garnered any financial profit or other advantage to which she/he was not legally entitled.

3. Advancement of Expenses.

The Corporation shall, on request of any Indemnified Person who is, or may be, entitled to be indemnified by the Corporation, pay or promptly reimburse an Indemnified Person’s reasonably incurred expenses in connection with a threatened or actual action or proceeding prior to its final disposition. However, no such advancement of expenses shall be made unless the Indemnified Person makes a written commitment to repay the Corporation, with interest, for any amount advanced for which it is ultimately determined that she/he is not entitled to be indemnified pursuant to statute or these By-Laws. An Indemnified Person shall cooperate with any request by the Corporation that common legal counsel be used by the parties for such action or proceeding who are similarly situated unless it would be inappropriate to do so because of real or potential conflicting interests of the parties.

4. Indemnification of Others.

Unless clearly prohibited by law or these By-Laws, the Board may approve indemnification by the Corporation, as set forth in Section 1 of this Article, or advancement of expenses as set forth in Section 3 of this Article, to a person (or her/his Testator or Administrator, if then deceased) who is or was employed by the Corporation or who is or was a volunteer for the Corporation, and who is made, or threatened to be made, a party in any action or proceeding, by reason of the fact of such employment or volunteer activity, including actions undertaken in connection with service at the request of the Corporation in any capacity for any other corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise.

5. *Determination of Indemnification.*

Indemnification mandated by a final order of a court of competent jurisdiction will be paid. After termination or disposition of any actual or threatened action or proceeding against an Indemnified Person, if indemnification has not been ordered by a court, the Board shall, upon written request by an Indemnified Person, determine whether and to what extent indemnification is permitted pursuant to these By-Laws. Before indemnification can occur, the Board must expressly find that such indemnification will not violate the provisions of Section 2 herein. No Trustee with a personal interest in the outcome, or who is a party to such actual or threatened action or proceeding concerning which indemnification is sought, shall participate in this determination. If a quorum of disinterested Trustees is not obtainable, the Board shall act only after receiving the opinion in writing of independent legal counsel that indemnification is proper in the circumstances under then applicable law and these By-Laws.

6. *Binding Effect.*

Any person entitled to indemnification under these By-Laws has a legally enforceable right to indemnification which cannot be abridged by amendment of these By-Laws with respect to any event, action or omission occurring prior to the date of such amendment.

7. *Insurance.*

The Corporation is required to purchase Trustees and Officers (“D & O”) liability insurance coverage. To the extent permitted by law, such insurance shall insure the Corporation for any obligation it incurs as a result of this Article, or operation of law, and it may insure directly the Trustees, Officers, employees or volunteers of the Corporation for liabilities against which they are not entitled to indemnification under this Article, as well as for liabilities against which they are entitled or permitted to be indemnified by the Corporation.

8. *Nonexclusive Rights.*

The provisions of this Article shall not limit or exclude any other rights to which any person may be entitled under law or contract. The Board is authorized to enter into agreements on behalf of the Corporation with any Trustee, Officer, employee or volunteer to provide them rights to indemnification or advancement of expenses in connection with potential indemnification in addition to the provisions therefore in this Article, subject to the limitations of Section 2 herein.