

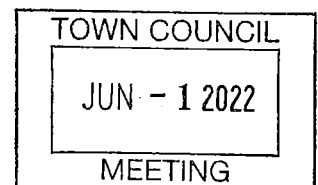
TOWN CLERK'S OFFICE  
BRISTOL, RHODE ISLAND

2022 MAY -3 PM 4:43

# MOUNT HOPE FARM

## Bylaws

As amended  
February 28, 2022



# **THE MOUNT HOPE TRUST IN BRISTOL**

## **BYLAWS**

As amended January 29, 1999, further amended August 18, 2010, July 28, 2013, March 23, 2014, November 21, 2015, November 18, 2017, January 28, 2021, July 20, 2021, and Article III as amended per request of Bristol Town Council February 28, 2022.

### **ARTICLE I NAME AND OFFICE**

The name of this corporation is called the MOUNT HOPE TRUST IN BRISTOL, hereinafter referred to as the "Trust." Said Trust will adopt a corporate seal. The principal office of this Trust is located in the Town of Bristol, County of Bristol, State of Rhode Island. The Trust has and will maintain in the State of Rhode Island a registered office and registered agent. The Trust is governed by a Board of Trustees (the "Board") in accordance with the provisions of Article IV of these Bylaws. The members of the Board will be referred herein collectively as, "Trustees" and individually as a "Trustee".

### **ARTICLE II MISSION, PURPOSES, AND POWERS**

1. The mission of the Trust is to steward its land and structures, including the historic 1745 Governor Bradford House, to cultivate appreciation of its natural, historical, and cultural character, and to make Mount Hope Farm accessible to all, and as set forth on Exhibit A as Exhibit A may be amended from time to time by the Board.
2. The Trust will provide for the maintenance and upkeep of that certain property known as the Mount Hope Farm (the "Farm") in a manner consistent with its designation on the National Register of Historic Places by the United States Department of Interior on July 4, 1976 and will comply with governing State and local land use plans and regulations.
3. The Trust may acquire by purchase, gift, grant, devise, or bequest, real or personal property and to hold real or personal property in fee or upon such lawful asset conveyances, which may be agreed upon between the donors thereof and improve the same, so long as said acquisition and improvement are consistent with the Mission of the Trust.
4. The Trust may receive, restore, and preserve manuscripts, relics, pictures, and other articles of interest related to Mount Hope and its history, for preservation, information and use by the public.
5. The Trust may conduct and support educational programs consistent with these Purposes and the Mission of the Trust.
6. The Trust may carry on any other activity that may be lawfully carried on by a corporation formed under the Rhode Island Non-Profit Corporation Act as may be in effect from time to time. The Trust will conduct its affairs, make its facilities available to the public, and employ

staff, without regard to, and will not discriminate on the basis of, any person's race, color, sex, sexual orientation, gender, gender identity, religion, or national origin.

7. The Trust will have all the powers enumerated in the Rhode Island Non-Profit Corporation Act, as from time to time amended (the "Non-Profit Corporation Act") provided however, the Trust will exercise its powers only in furtherance of exempt purposes as such terms are defined in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code").

8. Charitable Purposes – The property of the Trust is irrevocably dedicated to charitable purposes, and no part of the net earnings, profits or assets of the Trust upon dissolution or otherwise will inure to the benefit of any private person or individual or any Trustee of the Trust, and upon liquidation or dissolution all property and assets of the Trust remaining after paying or providing for all debts and other expenses will be distributed to an organization or organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code") or in a corresponding provision of any future statute.

9. Notwithstanding the foregoing, the Trust is authorized and empowered to pay reasonable compensation for services rendered and make payments and distributions in furtherance of the purposes set forth in Article Third hereof. The Trust will not, as a substantial part of its activities, participate in or intervene in any political campaign (including the publishing or distribution of statements) on behalf of, or in opposition to, any candidate for public office. Notwithstanding any other provision of these Bylaws, the Trust is organized exclusively for one or more of the purposes specified in Section 501(c)(3) of the Code and will not engage in any activities not permitted by an organization exempt from tax under Section 501(c)(3) of the Code or under a corresponding provision of any future statute.

### **ARTICLE III MANAGEMENT AND RESTRICTIONS FOR MOUNT HOPE FARM**

1. The Trust will make Mount Hope Farm accessible for walking by Bristol residents, during published hours as feasible, while still maintaining its unique natural beauty. Parking spaces will be limited in number, and public access will generally be limited to walking trails, paths and other passive recreation projects that may be developed. Access to the waterfront for non-commercial fishing and shellfishing is permitted in waters where Mount Hope Farm has littoral rights subject to rules and regulations that may be established by the Board.

2. The use of buildings or grounds or services provided by staff for any event, reception, planned activity or meetings will generally require a fee or other compensation from all parties.

3. Events sponsored by the Town and/or events sponsored by indigenous People, specifically Pokanoket, may be provided a discounted rental rate based upon availability and subject to the policies and conditions as approved by the board, and to be managed administratively.

4. The Farm may be open to the general public on most days of the year, but certain areas of the Farm which are being used for a private event are not available to the public. The entire Farm may be closed on such days as determined by the Board, including, without limitation, holidays,

on days when the weather is hazardous or dangerous to the public, and on the day of the 4th of July Parade.

5. Nothing herein will be deemed to make the use of the Farm structures and facilities a public accommodation, and the Trust reserves the right to refuse to rent Farm structures and facilities for private functions which the Trust, in its sole and absolute discretion, determines to be inappropriate to the mission or purpose of the Trust.

6. Deed Restrictions – The following deed restrictions have been recorded in the Land Evidence Records of the Town of Bristol upon recording of the deed to the Farm: The Farm will be used to provide open space as feasible to Bristol Residents and the general public.

- The Farm properties east of Metacom Avenue will not be sold without the approval of two-thirds (2/3) of the Board of Trustees and four-fifths (4/5) of the Bristol Town Council. Said super-majority of both bodies must approve any sale.
- The Farm property abutting the west side of Metacom Avenue, consisting of approximately 9 +/- acres (Plat 41, Lot 40), may not be sold. This property is maintained as a significant buffer along Metacom Avenue to protect the scenic integrity of Mount Hope Farm.

7. To reinforce its mission, the Board will investigate in good faith and has the power to agree to convey Historic Preservation Easements and additional Conservation Easements on Farm properties to qualified holders of such easements. These easements will be recorded in the Land Evidence records of the Town of Bristol.

8. In compliance with local and State land use regulations, the Board will prepare and periodically update a Master Plan for Mount Hope Farm. The plan will include a statement of mission, values, and goals; a brief history of the property; an analysis of existing conditions; and a presentation of actions to be undertaken to achieve the mission and goals of the Trust. [*n.b.* Article II, 2.] In preparing the Master Plan and its updates, input from Town and other officials, Trustees, Members, Indigenous people, specifically Pokanoket, and others may be actively sought.

9. Any amendments to this Article III must be approved by a majority vote of the Bristol Town Council.

#### **ARTICLE IV BOARD OF TRUSTEES**

1. The Trust will be governed by a Board. The Board will have final responsibility and authority for all decisions and actions of the Trust except as set forth herein. The Board will govern the Trust according to the Mission and Purposes stated in these Bylaws, and in a manner consistent with the Town of Bristol Comprehensive Plan, the laws of the State of Rhode Island, the United States, and these Bylaws. The Board may by resolution delegate authority for certain decisions

and actions to officers, staff, agents, or to committees ordained in these Bylaws, or from time to time created by the Board.

2. The Board will consist of up to seventeen (17) and not fewer than eleven (11) members.

- One member, with full Trustee privileges, will be appointed by the Bristol Town Council. This member will not be a current elected official. This member will serve a two (2) year term and may be reappointed at the discretion of the Town Council subject to the term limits set forth below. Nothing in this section will preclude any member of an official, non-elected political "Town Committee," as recognized by the State of Rhode Island, from serving as a member of the Board.
- The remaining members will be "At Large Trustees," (hereafter "Trustees"). Trustees will be elected by a majority vote of the current Trustees, including the current Town-Council-appointed member and including those members whose terms are about to expire. This election will take place at the Annual Meeting of the Trustees to be held in January of each year. Nominations for Trustee positions will be made by a Nominating Committee appointed by the Board of Trustees. A report on all nominees will be made available to all Trustees at least twenty-one (21) days prior to the Annual Meeting.
- The term of all Trustees will be for three (3) years, other than the member appointed by the Town Council who will serve a two (2) year term as called for in Section 2 above. Trustees, including the member appointed by the Town council, will, except as otherwise provided herein, serve a maximum three (3) consecutive terms provided that a Trustee may be nominated to serve a fourth consecutive term of one (1) or two (2) years with the majority affirmative vote of the Trustees not subject to the nomination. A new Trustee or a Trustee nominated to fill a vacancy on the Board may also be nominated for an initial term of one (1) year and be eligible to serve three (3) additional three (3) year terms. Trustees who have served for either three (3) or four (4) consecutive terms may be re-elected pursuant to the provisions of this section following a minimum absence from the Board of at least one year.
- The terms of the incoming Trustees will be staggered, so that, except for extraordinary circumstances, up to six (6) new trustees may be added in any given year. This limitation shall not apply to appointments to fill vacancies in the Board as a result of a Trustee who leaves the Board, for whatever the reason during his/her term.

3. The Trustees will establish standing committees consisting of: Executive (including the President, Vice President, Treasurer and Secretary), Nominating, Governance, Building and Grounds, Development, Investment/Finance/Audit, and Programming and such other committees as the Board may, in the future designated as a standing committee. All standing committees will be chaired by a member of the Board. The Board may also establish *ad hoc* committees as necessary for the proper execution of these Bylaws and the mission of the Trust, and *ad hoc* committees will have a Trustee on the Committee. The Board will approve the Chairs of all

committees. The secretary will keep the list of committee members. The President and Executive Director will be *ex-officio* members of all committees.

4. The Trustees may by resolution delegate authority for certain decisions and actions to officers, to committees, or to staff. Said delegated authority needs to be stated prior to vote.

5. Executive Committee: The Executive Committee shall consist of the President, the Vice President, the Treasurer and the Secretary and any such other Trustee appointed by the Board and may exercise the powers delegated by the Board when immediate action is required or prudent during any period when Trustees are unavailable. In such cases, the Executive Committee is empowered to act on behalf of the Board. Each such action needs to be recorded and communicated to the Board soon after it is taken and ratified at the next Board meeting. The Executive Committee shall not have the authority to amend or repeal or suspend these Bylaws, to elect, appoint or remove any officer, Trustee, or staff member.

6. A quorum of the Trustees will consist of a majority of the Trustees then elected and serving, present in person or by proxy. Telephonic and/or internet connection to other members of the Board count as being present. No business will be transacted by the Trustees in the absence of a quorum. All business transacted by the Trustees will be conducted only at a meeting for which Notice is given. Single item actions may be brought to the Board for a vote via e-mail or other electronic transmission. The Board member(s) who made the motion and who seconded it must be clearly defined within the transmission and ample time (3-day minimum) must be allowed for questions and discussion. Each Board member must submit their vote in writing either in digital form within 2 days of the close of the question and discussion period. The Executive Committee will be responsible for tallying and recording the votes. Such items will be presented at the next Board meeting to ratify and record in the corporate record. Each Trustee shall have one vote and voting may not be done by proxy. The Board may make such rules and regulations covering its meetings as it may in its discretion determine necessary.

7. In the case of an interim vacancy among the members of the Board of Trustees, the Trustees may elect a successor to fill such vacancy for the remainder of such term at the next regular or special meeting of the Board of Trustees. Nomination of members to fill such vacancy may be made by any member of the Board of Trustees at such meeting. Notice of such vacancy will be sent to the members of the Board of Trustees at the same time as notice of such meeting.

8. The Board of Trustees will meet, at a minimum, for a total of six (6) scheduled meetings per year. The Annual Meeting of the Board of Trustees will be convened at the direction of the President or upon the request of three (3) Trustees. Any officer or three (3) Trustees may upon proper notice as set forth in section 8 of this Article call a special meeting of the Board. Any two (2) officers or six (6) Trustees may call an emergency meeting of the Board upon such notice as is reasonably practical under the circumstances. In either case, the quorum requirement in section 5 of this Article will apply. It is expected that each Trustee will attend a minimum of fifty percent (50%) of the scheduled meetings within any calendar year. Any member of the Board of Trustees who, without proper notification to the Secretary, fails to attend fifty percent (50%) of

scheduled meetings of the Board of Trustees will be considered for removal by the Board of Trustees.

9. Notice of Meetings – Except as otherwise provided in these Bylaws, notice of meetings will be sent to members of the Board of Trustees at least ten (10) days prior to the date of the meeting. The notice will specify an agenda of all business that may come before the Board.

10. Compensation – Members of the Board of Trustees will serve without compensation.

11. Conflict of Interest – Whenever a Trustee has a financial or personal interest in any matter coming before the Board of Trustees, the affected person will:

- Fully disclose, in writing, the nature of the interest. This disclosure must be updated annually.
- Withdraw from discussion, lobbying, and voting on the matter.

Any transaction or vote involving a potential conflict of interest will be approved only when a majority vote of disinterested Trustees determine that it is in the best interest of the Farm to do so. The minutes of meetings at which such votes are taken will record such disclosure, abstention and rationale for approval.

12. Retention of Counsel – The Board may delegate to the Governance Committee the ability to retain legal counsel as needed. Counsel may be retained only after final approval as to scope and compensation by majority vote of the Board.

13. Any amendments to this Article IV must be approved by a majority vote of the Bristol Town Council.

## **ARTICLE V OFFICERS**

1. The Trustees will elect, from their number, Officers of the Trust. Each Officer will serve a term of two (2) years. Officers will be elected at the Annual Meeting via a public vote or a written proxy. If a written proxy is needed, said Board of Trustees member will deliver the written proxy to the current Secretary and the Executive Director simultaneously. The Officers will be comprised of a President, Vice President, Secretary, and Treasurer and, at the discretion of the Board of Trustees, there may be an Assistant Secretary and/or an Assistant Treasurer.

2. All officers will serve without compensation.

3. Officers of the Trust will serve a term of two (2) years to foster succession and/or until their successors have been elected. Officers may serve successive terms.

4. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled by the Board of Trustees for the unexpired portion of the term at the next regular or special meeting of the Trustees. Notice of such vacancy will be sent to the Trustees at the same time as notice of the meeting.

5. Officers will deliver all records and documents in their possession to their successors.

6. No elected federal, state or town official may serve as an Officer of the Trust.

7. President – The President will preside at all meetings of the members and the Board of Trustees. He/she will sign, along with other officers of the Trust authorized by the Board of Trustees any deeds, mortgages, bonds, contracts, or other instruments which the Board of Trustees authorized to be executed, except in cases where the signing and execution thereof will be expressly delegated by the Board of Trustees or these Bylaws or by statute to some other officer or Agent of the Trust. In general, he/she will perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Trustees from time to time. The President will serve as chair of the Executive Committee.

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

9. Treasurer – The Treasurer will be responsible for oversight of all funds and securities of the Trust. He/she will be responsible for receiving and will direct that receipt for monies due and payable to the Trust from any source whatsoever be provided and will cause the deposit of all such monies in the name of the Trust in such banks, trust companies, or other depositories as will be selected in accordance with the provisions of these Bylaws. He/she will serve as the chair of the Finance/Audit Committee and will oversee the preparation and presentation of the annual budget. In general, he/she will perform all duties incident to the office of the Treasurer, such as the timely payment of bills, compliance with financial obligations, and such other duties as from time to time may be assigned by the President and/or the Board of Trustees.

10. Secretary – The Secretary will keep the minutes of the meetings of the Board of Trustees in one or more books provided for that purpose. He/she will see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law. He/she will be custodian of the corporate records and of the Seal of the Trust and will see that the seal of the Trust is affixed to all documents the execution of which on behalf of the Trust under its seal is duly authorized in accordance with the provisions of these Bylaws. He/she will keep a register of the contact information for each member of the Trust along with committees and their members which will be furnished to the Secretary by each member. He/she will be responsible for filing such reports as are required by the Rhode Island Secretary of State. In general, he/she will



perform such duties incident to the office of Secretary and such other duties as from time to time may be assigned to him/her by the President or Board of Trustees.

11. Assistant Treasurer and Assistant Secretary – The Assistant Treasurer and Assistant Secretary in general will perform such duties as may be assigned to them by the Treasurer, the Secretary, the Board of Trustees, or the Executive Committee.

12. Professional Services: Accountants or auditors may be engaged professionally as necessary at appropriate fees agreed to by the Board of Trustees.

13. Executive Director (ED) The ED is the paid, key management staff member of the Trust, reporting directly to the Board. The ED may be hired or dismissed only by the Board. The ED is responsible for overseeing the administration, programs, and implementation of the strategic plan of the Trust. The ED is responsible for hiring and dismissal and performance of staff. Staff reports to and operates at the direction of the ED, not the Board. The ED has contracting authority as delegated by the Board in its approval of the budget and further limited by the Board to a specified amount (See Article VII, 4). Other duties of the ED include assistance with fundraising, marketing and community outreach. The ED is a non-voting member of the Executive Committee and an *ex-officio* member of the Board.

## **ARTICLE VI MEMBERSHIP**

1. Establishment – The Board of Trustees may, from time to time, establish categories of membership for the Trust, provided, however, that members will have no direction over the governance of the Trust, nor any greater right to use the properties of the Trust, including Mount Hope Farm, than any other member of the public. Any individual who subscribes to the purposes of the Trust may become a member of the Trust upon payment of dues, subject only to compliance with the provisions of these Bylaws.

2. Dues – If membership is established, an annual membership dues will be determined by the Board of Trustees. Dues will be payable upon receipt of dues notices.

3. Annual Meeting – The Board will share information about the current status and plans of Mount Hope Farm and provide a summary of the finances and/or the annual report.

## **ARTICLE VII ADMINISTRATION**

1. Fiscal Year – The fiscal year of the Trust will be the calendar year.

2. Accounting – The Treasurer will render a timely statement at each meeting of the Board and will present at each Annual Meeting a Review of the year's finances prepared by a certified

public accountant, and not less than once every five years will present an Audit of the Trust's finances.

3. Budget – The Board will adopt a fiscal budget at its Annual Meeting. Adoption of the fiscal budget will constitute authorization for the officers and Executive Director to operate within the limits of the budget.

4. Checks, Drafts, or Orders for Payment – All checks, drafts, or orders for payment of money, notes, or other evidences of indebtedness issued in the name of the Trust will be signed pursuant to a protocol approved by the Board allowing the Executive Director to sign to a defined amount set at each Annual Meeting. All such instruments for more than the set amount will be signed by either two officers or by one officer and the Executive Director.

5. Deposits – All funds of the Trust will be deposited to the credit of the Trust in such banks, trust companies, or other depositories as the Board of Trustees may direct.

6. Contracts – The Board of Trustees may authorize any Officer(s) or Agent(s) of the Trust, in addition to the Officers authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Trust, and such authority may be general or confined to specific instances.

7. Gifts – The Board of Trustees may accept on behalf of the Trust any contribution, gift, bequest, or devise for the general purposes or for any special purposes of the Trust.

8. Notices – Whenever under the provisions of the Non-Profit Corporation Act or of the Articles of Incorporation or of these Bylaws written notice is required to be given to any person, such notice may be given by mail (electronic or standard), by cellular or landline telephone, or by facsimile transmission to his or her residence or office either directly or by leaving a message. Whenever any notice is required to be given under the provisions of the Non-Profit Corporation Act or the Articles of Incorporation or these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to receive such notice and who did not receive the same, whether before or after the time stated therein, will be deemed in receipt of such notice.

## **ARTICLE VIII INDEMNIFICATION**

1. Representation – In order to induce the trustees and officers of the Trust to serve, the Trust adopts this Article and agrees to provide the trustees and officers of the Trust with the benefits contemplated hereby.

2. Definitions – As used herein, the following terms will have the following respective meanings:

- “Covered Act” means any act or omission by the Indemnified Person in the Indemnified Person’s Official capacity with the Trust and while serving as such or while serving at the request of the Trust as a member of the governing body, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise.
- “Excluded Claim” has the meaning set forth in subsection 4 of this Article.
- “Expenses” means any reasonable expenses incurred by the Indemnified Person in connection with the defense of any claim made against the Indemnified Person for Covered Acts including, without being limited to, legal, accounting or investigative fees and expenses (including the expense of bonds necessary to pursue an appeal of an adverse judgment).
- “Indemnified Person” means any trustee or officer of the Trust who accepts election or appointment as a trustee or officer.
- “Loss” means any amount which the Indemnified Person is legally obligated to pay as a result of any claim made against the Indemnified Person for Covered Acts including, without being limited to, judgments for, and awards of, damages, amounts paid in settlement of any claim, any fine or penalty or, with respect to an employee benefit plan, any excise tax or penalty.
- “Proceeding” means any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative.

3. Indemnification – Subject to the exclusions hereinafter set forth, the Trust will indemnify the Indemnified Person against and hold the Indemnified Person harmless from any Loss or Expense.

4. Exclusions – The Trust will not be liable to pay any Loss or Expenses (an “Excluded Claim”):

- With respect to a Proceeding in which a final non-appealable judgment or other adjudication by a court of competent jurisdiction determines that the Indemnified Person is liable to the Trust (as distinguished from being liable to a third party) for:
  - any breach of the Indemnified Person’s duty of loyalty to the Trust; (ii) acts or omissions not in good faith or which involve intentional misconduct or knowing violation of the law; or
  - any transaction from which the Indemnified Person derived an improper personal benefit; or
  - if a final, non-appealable judgment or other adjudication by a court of competent jurisdiction determines that such payment is unlawful.

5. Settlement – The Trust will have no obligation to indemnify the Indemnified Person under this Article for any amounts paid in settlement of any Proceeding effected without the Trust's prior written consent. The Trust will not unreasonably withhold or delay its consent to any proposed settlement.

6. Amendment – No amendment or termination of this Article will be effective as to an Indemnified Person without the prior written consent of that Indemnified Person and, in any event, will not be effective as to any Covered Act of the Indemnified Person occurring prior to the amendment or termination.

## **ARTICLE IX CONFLICT OF INTEREST**

No member of the Board shall have an interest, directly or indirectly, in any contract executed by the Trust, unless such interest is authorized by a majority of the non-interested members of the Board present at the meeting at which such contract shall be authorized and the fact and nature of such interest is fully disclosed to the members of the Board. Each Board Member shall sign a Conflict of Interest form at the beginning of each Fiscal Year. Any Director having a conflict shall recuse him/herself from the vote.

## **ARTICLE X DISSOLUTION**

This Trust may be dissolved provided that a majority of all Board members approve a Resolution of Dissolution of the Trust. Such approval of the Resolution of the Trust may be accomplished by a U.S. mail or email ballot, or a regular, annual, or special meeting of the Board provided the following is accomplished: All legal indebtedness of the Trust shall be satisfied, provided that sufficient funds for this purpose are on hand. Upon the dissolution of the Trust, 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. Any such assets not so disposed of shall be disposed of by the Circuit Court of the County in which the principal office of the Trust is then located, exclusively for such purposes or to such Bylaws of the Mount Hope Trust organizations as the Court shall determine. All federal, state and local laws must be followed for the dissolution of the Trust.

## **ARTICLE XI AMENDMENTS TO THESE BYLAWS**

1. Except as otherwise provided in Articles III and IV, amendment to these Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by Two-thirds (2/3) majority vote of the Trustees present at the Annual Meeting or at any regular special meeting of the Board of Trustees, provided that notice to alter, amend, or repeal these Bylaws, or adopt new Bylaws is conveyed at least twenty-one (21) days prior to such meeting.