

Bylaws

Article I

Name, Purpose, and Offices

Section 1: Name: The name of the corporation shall be Friends of the Libby Museum, Inc. (referred to as “Friends” or “FoLM”).

Section 2: Purpose: The Purpose of Friends of the Libby Museum, Inc. shall be to engage in and otherwise promote the maintenance and support of The Libby Museum of Natural History, Wolfeboro, NH, and Libby Park, Tuftonboro, NH, in its scientific, literary, and educational purposes. Friends of the Libby Museum, Inc. also ensure donations are used for their intended purpose, and collaborate with the Libby Museum Trustees, the Town of Wolfeboro, and the Town of Tuftonboro, in protecting and preserving The Libby Museum and Libby Park according to the terms of Dr. Henry F. Libby’s Trust.

Dr. Henry F. Libby’s Trust document is appended hereto and made a part hereof by reference. See Appendix I.

FoLM is organized exclusively for charitable, scientific, literary, and educational purposes as specified in Section 501(c)(3) of the Internal Revenue Code and the corporation shall not carry on activities not permitted to be carried on by a corporation exempt from Federal Income Tax under Section 501(c)(3).

Section 3: Offices: The principal office of the corporation shall be PO Box 2062, Wolfeboro, NH 03894-2062. The corporation may have such offices, either within or without of the State of New Hampshire, as the Board may determine.

Section 4: Fiscal Year: The fiscal year for FoLM is January 1st until December 31st. The Treasurer and the Chairman shall both meet with the Director of The Libby Museum to draft a Museum Support Budget.

Article II

Membership

Section 1: Membership: Membership shall be open to individuals, firms, or other entities. Membership privileges and responsibilities are set forth in these bylaws. Membership shall be

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granted upon a majority vote of the Board of Directors. The Board shall have the authority to establish and define voting and nonvoting categories of membership. Membership is contingent upon being up to date in the payment of membership dues.

Section 2: Membership Year: The membership year shall run from January 1st to December 31st.

Section 3: Membership Dues: Dues will be set by the Board of Directors and be reviewed and approved annually.

Article III

Meetings of the “Friends”

Section 1: Annual Meeting:

- a. The Annual Meeting of FoLM Members shall be held during the month of September physically in Wolfeboro, New Hampshire, or virtually through an on-line web conferencing platform at the discretion of the Board.
- b. All FoLM Members are eligible to take part in the Annual Meeting at a physical location or through a virtual platform at the time and date selected by the Board.
- c. Annual reaffirmation of current bylaws, or adoption of updated bylaws, even if less than twelve (12) months from previous reaffirmation or adoption, will take place during the Annual Meeting. These newly approved bylaws will then be filed appropriately with the State of New Hampshire.
- d. Notice of the Annual Meeting shall be publicly noticed at least seven (7) days prior to such meeting.

Section 2: Special Meetings:

- a. Special meetings of FoLM Members may be called by a majority of the Board, or upon written request of any ten Members of FoLM.
- b. Notice of any Special Meeting shall be publicly noticed at least seven (7) days prior to said meeting.

Section 3: Voting at Annual or Special Meetings:

- a. Each voting FoLM Member in good standing shall be entitled to one (1) vote on each matter submitted to the vote of FoLM Members.
- b. Attendance at the meeting is required to vote.

Section 4: Quorum: The presence at the beginning of any Annual or Special Meeting of at least seven (7) FoLM Members in good standing shall constitute a quorum. When a quorum of FoLM

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Members is present, a simple majority (50%+1) vote shall decide any business brought before the meeting.

Section 5: Remote Participation in Meetings: Eligible FoLM Members who wish to participate in remote meetings must register in advance in order to obtain the electronic link to the meeting. Notices for the Annual Meeting or Special Meetings will include registration instructions.

Article IV

Officers of the Board of Directors

Section 1: The Officers of the Board of Directors of FoLM shall be a Chair, Vice-Chair, Secretary, and Treasurer. The Officers are authorized to sign all official documents of the organization.

- a. **Chair:** The Chair shall be the principal executive officer of FoLM and shall, in general, supervise and control all the business and affairs of FoLM. The Chair shall preside at all meetings of the Board of Directors. The Chair may sign such contracts or other instruments as the Board have authorized to be executed and, in general, shall perform all duties incident to the office of the Chair and shall perform such other duties as from time to time may be assigned by the Board.
- b. **Vice-Chair:** In the absence of the Chair, or in the event of the Chair's inability or refusal to act, the Vice Chair shall perform the duties of the Chair, and when so acting shall have all the powers and be subject to all the restrictions of the Chair. The Vice-Chair shall be responsible for FoLM Membership List and any other prospective or purchased data lists. The Vice-Chair shall perform such other duties as from time to time may be assigned by the Chair or Board.

All Applications for FoLM Membership will be submitted to the Vice-Chair who will present the Applications at the next board meeting.

- c. **Secretary:** The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Annual Meeting in both electronic form and in hard copy form to be placed in one or more books and files specifically for that purpose. The Secretary will keep the Board Member Contact List consisting of full name, address, phone number, and email address, as well as the perpetual list of Board' Terms and Office(s) held as changes occur. The Secretary maintains a record of official correspondence between Friends of the Libby Museum, Inc. and other organizations and individuals. The Secretary will see that all notices are duly given in accordance with the provisions of the bylaws or as required by law. The Secretary may draw on other FoLM Officers and Directors for technical or clerical assistance. The Secretary shall perform such other duties as from time to time may be assigned by the Chair or Board.
- d. **Treasurer:** The Treasurer opens and maintains all bank accounts and investment accounts in the

name of Friends of the Libby Museum, Inc. and ensures the authorized signatures of at least two current officers per account. The Treasurer shall collect and record all dues, donations, and pledges, pay all bills, keep an accurate record of the accounts, which at all times shall be open to members for inspection. The Treasurer may draw on other FoLM Officers and Directors for technical or clerical assistance. The Treasurer shall ensure that FoLM's affairs are in compliance at all times with Federal and State regulations pertaining to not-for-profit organizations. The Treasurer and Chairman shall prepare a Proposed Annual Budget for FoLM for approval by the FoLM Board. The Treasurer shall perform such other duties as from time to time may be assigned by the Chairman or Board.

Section 2: Election of Officers: All Officers shall be elected to a two-year term and may be re-elected for two additional terms for a total of six (6) years. After an interval of one (1) year said Officer may be nominated to serve again. Each Officer shall hold office until their successor has been elected.

Article V

Board Members

Section 1: Board Members: There shall be no more than fifteen (15) nor less than five (5) members on the Board of Directors (referred to as "Board Members"), including the Chair, Vice-Chair, Secretary, Treasurer, and Board Members at large. The Board Members of Friends of the Libby Museum, Inc., shall be elected at the Annual Meeting by FoLM Members in good standing. All Board Members shall be elected to a two-year term and may be re-elected for two additional terms for a total of six (6) years. After an interval of one (1) year said Board Member may be nominated to serve again.

One additional non-voting Board Member shall be a member of the Libby Trustees.

All Board Members will recuse themselves from discussions and votes where a conflict of interest exists.

Section 2: Ambassadors: Board Members may, after notifying the Chair, bring to the meetings an interested non-Board Member. Said person may be accepted as an Ambassador to the Board after demonstrating significant interest in promoting the mission of Friends of the Libby Museum, Inc. and may be considered for acceptance during any Board Meeting and voted on at the following Board Meeting. Ambassadors are non-voting Board Members.

Section 3: Vacancies: If a vacancy occurs on the Board, the Board is empowered to appoint a replacement from the Ambassadors or from FoLM Members in good standing. If an Ambassador is appointed to the Board, they will become a voting member until the next Annual Meeting. The appointee may then be elected to the Board for an initial two-year term.

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Section 4: Removal: No Board Member may be removed from the Board without just cause. Removal shall be by a two-thirds ($\frac{2}{3}$) vote of a quorum of current Board provided written notice was given in the noticed Meeting Agenda that such action would be considered and voted upon. Any Board Member who misses three unexcused, consecutive, scheduled Board Meetings may be subject to removal. Removal will be by a two-thirds ($\frac{2}{3}$) vote of a quorum of the current Board and will be voted on at a regularly scheduled meeting.

Section 5: Duties: The Board shall carry out the purpose of Friends of the Libby Museum, Inc. as set forth in the Articles of Agreement and in these bylaws. The property and affairs of FoLM shall be under the management and control of the Board, except where provided for in the Articles of Agreement.

Section 6: Meetings: The Board shall hold at least seven (7) meetings per year at such times and intervals as it deems necessary to carry out its duties. Notice of each such meeting along with the proposed agenda shall be given by the Chair, or their appointee, at least seven (7) days prior to the meeting. All Board meetings shall be open to FoLM Member in good standing. Meetings will be held in Wolfeboro, NH, whenever possible.

Section 7: Quorum: Two-Thirds ($\frac{2}{3}$) attendance of the Board shall constitute a quorum for the transaction of general business to take place and motions to pass.

Section 8: Voting: All decisions shall be made by a majority of voting Board Members if a physical quorum is in attendance. In the absence of a physical quorum, the Board may decide to take a vote by voice or email of those Board Members attending the meeting electronically.

Section 9: Electronic Meetings: Meetings of the Board of Directors may be held through the use of a conference telephone or similar communications equipment such as email, instant messaging, or similar communication so long as all Board Members participating in such meeting can communicate with one another at the time of such meeting. Participation in such a meeting constitutes presence in person at such meeting. Each person participating in the meeting shall sign the minutes thereof, which may be in counterparts. Approval of said meeting may be accomplished via email or fax.

Section 10: Action Without Meeting: Any action required or permitted to be taken by the Board of Directors at a regular meeting may be taken without a meeting if a majority of the Board consent in writing to such action. Action without a meeting shall be included in the minutes of the organization and shall record any votes or actions taken. Any action or vote taken shall be effective upon the receipt of the written consent of the number of Board Members required for approval of the action under consideration.

Section 11: Publications: Any publication issued in the name of Friends of the Libby Museum, Inc. must be approved by the Board.

- a. **Disclosure and Voting Requirements:** Any potential conflict of interest on the part of any Board Member shall be disclosed in writing to the Board of Directors and made a matter of record through an annual procedure. In addition, the Board Members shall disclose any conflict of interest when a specific issue or transaction comes before the Board. Where the transaction involving a Board Member exceeds five hundred dollars (\$500) but is less than five thousand dollars (\$5,000) in a fiscal year, a two-thirds ($\frac{2}{3}$) vote approving the transaction is required. Where the transaction involved exceeds five thousand dollars (\$5,000) in a fiscal year, a two-thirds ($\frac{2}{3}$) vote approving the transaction and publication of a legal notice in the required newspaper is mandatory, together with written notice to the Charitable Trusts Unit. The minutes of the meeting shall reflect that a disclosure was made; that the interested Director and all other Board Members with a pecuniary transaction with the charity during the fiscal year were absent during both the discussion and the voting on the transaction. Every new member of the Board will be advised of this policy upon entering the duties of his or her office and shall sign a statement acknowledging understanding of and agreement to this policy.

- b. **Other Statutory Requirements:** The Board will comply with all requirements of New Hampshire law dealing with pecuniary benefit transactions (RSA 7:19-a and RSA 292: 6-a) and all such laws are incorporated in full into and made a part of this policy statement. These requirements include, but are not limited to, an absolute prohibition on any loans to any Board Member or, and prohibition of any sale or lease (for a term greater than five years) or conveyance of real estate from or to a Board Member without the prior approval of the probate court. These requirements extend to both direct and indirect financial interests, as defined by the statutes.

- c. **The Conflict-of-Interest Policy** for the corporation and the Conflict-of-Interest Disclosure Form will be read and signed and filed annually by each Member of the Board.

Section 13: Compensation: Members of the Board shall receive no compensation or financial benefits for their services.

Article VI

Committees

Section 1: The Board of Directors shall have the power to appoint such committees as it deems necessary to properly conduct the business of Friends of the Libby Museum, Inc.

Section 2: The Board may draw from the general membership of FoLM to serve on such committees as they deem necessary. These said committees will be chaired by a Board Member.

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Article VII

Amendment of Bylaws

These bylaws may be altered, amended, or repealed, by a two-thirds (2/3) vote of the Members in good standing present at an Annual Meeting, or at any Special Meeting, provided the changes have been approved by the Board and if at least fourteen days written notice is given stating in detail such intention to alter, amend, or to adopt new bylaws at such meeting.



These Bylaws, pages one through seven, have been approved, reaffirmed, or amended, by FoLM

Members on this day September 27, 2023

at the Friends of the Libby, Inc. Annual Meeting

Chair - FoLM: THOMAS GOODWIN
(PRINT NAME)

Signature: [Handwritten Signature]

Date: 9/27/23

ATTEST: Secretary - FoLM: Lauren Hammond
(PRINT NAME)

Signature: [Handwritten Signature]

Date: 9/27/23

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KNOW ALL MEN BY THESE PRESENTS
that I, HENRY F. LIBBY, of Wolfeboro, in the County of Carroll,
and State of New Hampshire, do sign, seal, publish and declare
this instrument as and for my last Will and Testament, hereby
revoking any and all wills or codicils at any time heretofore made
by me.

After the payment of my funeral expenses, I GIVE, DEVISE
and BEQUEATH as follows:

FIRST: ALL THAT CERTAIN tract or piece of ground
Situating in Wolfeboro, N. H., And in Tuftonboro, N. H., bounded
and described as follows: BEGINNING at an iron stake on the North-
erly Side of the Main Road which passes the Libby Museum, extend-
ing from Wolfeboro, N. H., to Mirror Lake Village, and being a
Corner of The Lodge ground, and on the Easterly Side of the Carry
extending from said Main Road to Mirror Lake; thence extending
across said Carry and along the Northern Line of said Main Road in
a Westerly direction, a distance of Eight hundred and ten (810)
feet to an iron stake; thence extending in a Northerly direction
in a line almost at right angles to said Main Road, a distance of
Four Hundred (400) feet more or less to Mirror Lake; thence running
along the shore line of said lake in an Easterly direction and
crossing the Carry on the shore of Mirror Lake, a distance of
Eight hundred and ten (810) feet more or less, to an iron stake,
another Corner on The Lodge ground; thence extending along the
Easterly side of said Carry in a Southerly direction, a distance of
Two Hundred and fifty (250) feet more or less to said iron stake,
the place of beginning, said tract being known as "Libby Park",
unto my son, ARTHUR A. LIBBY, his wife, FLORENCE H. LIBBY, my three
grandchildren, ARTHUR ALLEN LIBBY, Jr., GORDON LIBBY and MADELINE

LORING, and my great grandchildren, who may be living at my son's death, as they severally become of age, as representatives of the Libby Family, and unto JOSEPH J. KLUMPP, SARAH A. FURST and MARY FRANCES FURST, of Philadelphia, Pennsylvania, as direct representatives of the Furst Family and as representatives of that other portion of the Philadelphia Colony, to wit: The Fleck and Montgomery Families, in fee simple, in trust, nevertheless to hold, manage and care for the same for the perpetual protection, use and benefit of the joint and several interests and estates of the Libby, Furst, Fleck and Montgomery Families, appurtenant or adjacent thereto, their respective heirs and assigns, forever.

Upon the death, resignation, incapacity or unwillingness of all the foregoing Trustees to accept or administer said Trust, ~~then I nominate and appoint the Selectmen of the Town of Wolfeboro,~~ successor Trustees forever, with like powers, and, in the event of the refusal of the Selectmen to accept and serve as said Trustees, then I authorize and empower the Judge of the Probate Court of Carroll County, N. H., then in office, to appoint from time to time a successor Trustee or Trustees, forever.

No cottage or residence or any building for mercantile or business purposes shall be erected thereon at any time in the future.

SECOND: ALL THOSE TWO CERTAIN tracts of land, together with the Museum and other buildings thereon erected, including the contents of said Museum, situated in said Wolfeboro on the Northerly Side of the North Main Road and which tracts are bounded and described as follows: One tract thereof Beginning at an iron post at or near the guide post corner of the junction of the Tuftonboro Road with said North Main Road; thence extending Westerly along a line passing through the six (6) cement posts in front of said Museum, a distance of Three hundred and

fifty (350) feet more or less to an iron post, a boundary of the Loring property; thence extending Northerly along said Loring boundary line a distance of One hundred (100) feet more or less to an iron post, another boundary of said Loring property; thence extending Easterly on a line parallel with said North Main Road a distance of Three hundred and fifty (350) feet more or less to an iron post on the Westerly Side of said Tuftonboro Road, another boundary of said Loring property; thence extending Southerly by said Tuftonboro Road, a distance of One hundred (100) feet more or less to said iron post, the point of beginning;

The other tract of land situated opposite the said Museum on the Southerly side of said North Main Road beginning at the intersection of said North Main Road and the cement walk extending Southerly from said Main Road past the flag pole, to the shore of Lake Winnebepesaukee; thence extending along said cement walk and including said cement walk Southerly to a post on the water front of said lake, a distance of One hundred (100) feet more or less; thence extending Westerly along the shore of said lake a distance of Three hundred and fifty (350) feet more or less to an iron post; thence extending Northerly a distance of One hundred (100) feet more or less to an iron post on said North Main Road; thence extending Easterly along the Southerly Side of said North Main Road a distance of Three hundred and fifty (350) feet more or less to the intersection thereof with said cement walk, the point of beginning, I devise and bequeath unto my said son, ARTHUR A. LIBBY in fee simple, in Trust, to hold and manage the same for the benefit and use of my son, ARTHUR A. LIBBY and his children and grandchildren living at the death of said ARTHUR A. LIBBY, during their respective lives and for the perpetual benefit and use of the general public; and my said Trustee and his successors in the Trust shall keep the Museum open to the public at all reasonable

times; may make such rules and regulations for the use, care and protection of the Museum as to him and them shall seem meet and proper, and may also charge such admission fee as may be desirable or deemed necessary for the repair and maintenance thereof and the extension of its work.

Upon the death of my said son or in the event of his incapacity or unwillingness to accept said Trust or to perform his duties as such Trustee, then his successor in the Trust shall be his wife, FLORENCE H. LIBBY and their children and their grandchildren, born during the life-time of said ARTHUR A. LIBBY, as they severally become of age, and I also appoint RALPH CARPENTER, 2nd., as Co-Trustee to serve after my son's death. The majority of the Trustees shall at the time of action determine and control the policy and action of the Trustees. Upon the death, resignation, incapacity or unwillingness of all the foregoing Trustees to accept or administer said Trust, then I nominate and appoint the Selectmen of the Town of Wolfeboro, New Hampshire, successor Trustees, and in the event of the refusal of the Selectmen to accept and serve as Trustees, then I authorize and empower the Judge of the Probate Court of Carroll County, New Hampshire, then in office, to appoint a successor Trustee or Trustees, with all the powers and privileges herein expressed or intended to be expressed. It is my will that no building or superstructure or obstruction of any nature shall ever be erected, maintained or permitted on the aforesaid land in front of the Museum or in the waters abutting thereon, so as to mar or interfere with the beautiful view from the Museum or from its shore front.

THIRD: I give and bequeath to my said son the sum of Five thousand (\$5,000.) Dollars, which sum shall be invested in the bonds of some municipality in said State, preferably in bonds of

some municipality in said State, preferably in bonds of the Town of Wolfeboro, which sum when so invested shall be held in Trust by my said son for the following purposes, to-wit; to receive the income therefrom and expend at least One hundred (\$100.00) dollars thereof each year in the care and maintenance of said Museum and its grounds hereinbefore described, and in making improvements therein and thereon; of the balance of income my said Trustee may use the same in making improvements or in maintenance as aforesaid, or he may allow the same to accumulate at his discretion; provided however, I have not created such a Trust with my son, ARTHUR A. LIBBY, or made a similar provision or arrangement with him during my life-time.

FOURTH: To my son, ARTHUR A. LIBBY, in fee simple, that island situated in Lake Winnepesaukee and known as "Rattlesnake Island".

FIFTH: To my son, ARTHUR A. LIBBY, all the rest, residue and remainder of my real estate, (except the tract of land devised in Trust in Paragraph First hereof and except the tracts of land with the Museum thereon erected devised in Trust in Paragraph Second hereof), now owned by me, or of which I shall die seized or possessed, and situated in the Towns of Wolfeboro and Tuftonboro in said State of New Hampshire, for and during his natural life, and from and after his death I give and devise the same in fee simple, unto his children living at the time of his death, the issue of any deceased child of my son to take such share which their parent would have taken if alive.

In addition to the life estate given to my said son by the terms of this paragraph I hereby give to my said son full power and authority to sell all the real estate herein devised to him for life, (except all of that tract of land devised in trust for a park, to my said son and others as provided in Paragraph

First hereof and except all of those two tracts devised in Paragraph Second hereof, and except all that lot with the "Cottage", so called, thereon erected, situated on the Southerly Side of said North Main Road;) and I give my said son full power and authority to execute any and all deeds that may be necessary to give a full and clear title in fee to the purchaser or purchasers of said real estate, without any responsibility on the part of the purchaser to see to the application of the purchase money. The proceeds of any sale made under the authority given herein shall become the absolute property of my said son.

SIXTH: All the rest, residue and remainder of my estate, both real and personal of which I may die seized or possessed, or to which I shall be entitled at the time of my death, or over which I may have any power of disposition or control, I give, devise and bequeath unto my wife, HATTIE E. LIBBY, for and during her natural life, and if the income from said rest, residue and remainder be insufficient to support suitably my said wife, then she shall be entitled to use and consume such portion of the principal thereof as may be required to support her comfortably and suitably, and from and after the death of my said wife, said rest, residue and remainder of my estate or so much thereof as my wife shall not have found it necessary to use or consume for her comfort, I give, devise and bequeath unto my said son, ARTHUR A. LIBBY, absolutely and forever, in fee simple.

SEVENTH: I nominate and appoint my wife, HATTIE E. LIBBY, and my son, ARTHUR A. LIBBY, to be the executors of this my Will, and I request that they be exempt from giving a surety or sureties on their official bonds as such executors; and I also request that none of my Trustees named herein, or their successors in Trust

shall be required to give surety or sureties on their official bonds as such Trustees.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my seal this ~~18th~~ 16th day of December in the year One Thousand Nine Hundred Thirty-one.

Henry F. Libby (SEAL)

SIGNED, SEALED, PUBLISHED and DECLARED by the above named Testator, HENRY F. LIBBY, as and for his last Will and Testament before us, who, in his presence and at his request, and in the presence of each other, have hereunto set our names as attesting witnesses on the 16th day of December in the year One Thousand Nine Hundred Thirty-One.

Helen A. Moore

Vivian B. Sherman

Maudie Tucker

508 Commercial Court
Boston
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