

Ascutney Trails Association

Articles of Incorporation

Article I

The name of this corporation shall be Ascutney Trails Association (hereinafter the “Corporation”).

Article II

The principal address for the transaction of business shall be located in the town of Windsor, county of Windsor, state of Vermont.

Article III

The purpose of the Corporation shall be to advocate for and maintain the accessibility of low-impact trails and structures used for human-powered recreational activities in the townships of the Mt. Ascutney area and to support and preserve the deep historic connection Mt. Ascutney has to Vermont and New Hampshire.

The activities of the Corporation shall include environmentally-sound methods of responsible trail building, use, and stewardship while promoting outdoor education and cooperation with landowners.

The Corporation may solicit donations and apply for private and public grants to provide support services related specifically to the mission.

The duration of this Corporation shall be perpetual. The fiscal year shall be July 1 to June 30.

Article IV

The Corporation shall have members, who may participate in the discussions of any policy or decision, but do not hold voting privileges. There will be no shares issued and no membership certificates.

Article V

The governing body of the Corporation shall be the Board of Directors and consist of nine (9) members. The Incorporators shall appoint the initial Board of Directors. Staggered terms are allowed. Board members may serve no more than two consecutive 2-year terms before a one-year absence.

Article VI

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its members, Board, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for the services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III. No part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation and the publishing or distribution of statements for any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this document, the Corporation shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or (b) by an organization, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

Article VII

In the event of dissolution of this Corporation, after paying or adequately providing for the debts or obligations of this Corporation, the Board of Directors, or persons in charge of liquidation, shall grant, convey, assign and transfer the remaining assets of this Corporation unto:

A Vermont organization, association, fund, or foundation organized and operated exclusively for charitable, religious, scientific, or educational purposes is a tax-exempt, non-profit corporation under the United States Internal Revenue Code, and which is recognized as such by the United States Bureau of Internal Revenue.

The assets transferred to any organization listed above shall be used within the state of Vermont, exclusively for the purposes specified to support human-powered outdoor recreation. If the Corporation holds any assets in the trust at the time of dissolution thereof, such assets shall be disposed of in such manner as may be directed by decree of the Windsor County Superior Court, upon petition therefore by the Attorney General, or any person concerned in the liquidation. Any historical documentation, memorabilia, or other like items shall be given to the Windsor Public Library or a local historical society.

Article VIII

Provision eliminating or limiting the personal liability of a Board member to the Corporation for monetary damages for breach of fiduciary duty as a Board member:

No member of the Board of Directors shall be liable to the Corporation or its members for monetary damages for breach of fiduciary duty as a director, an officer, or both, except with respect to; (1) any breach of a director's duty of loyalty to the Corporation or its members; (2) acts or omissions which are not in good faith or which involve intentional misconduct or a knowing violation of law; or (3) actions for which the Board member, officer or both derived an improper personal benefit.

Article IX

Any possible conflict of interest on the part of any member of the Board of Directors or membership shall be disclosed in writing to the Board and made a matter of record through an annual procedure and also when the interest involves a specific issue before the Board of Directors. Where the transaction involving any member of the Corporation exceeds (\$500) five hundred dollars in a fiscal year, a two-thirds vote of the disinterested Board is required. The minutes of the meeting shall reflect that a disclosure was made, the abstention from voting, and the actual vote itself. Every new Director will be advised of this policy and shall sign a statement acknowledging, understanding, and agreeing to this policy.

Article X

The following persons associate together as Incorporators for the Corporations on December 3, 2020:

Erik D. Schutz
Erik D. Schutz
503 Hawk Pine Road, Norwich, VT 05055

Richard W "Ben" Bardwell IV
Richard W Bardwell IV "Ben"
307 Seems Road, Brownsville, VT 05037

Colin Eggleton
Colin Eggleton
30 Village Lane Brownsville, VT 05037

Robert Knight
Robert Knight
46 Citizen Street, Claremont, NH 03743

Matt Kantola
Matt Kantola
188 Coon Club Road, West Windsor, VT 05089

Stan Spencer
Stan Spencer
1965 Hunt Road, Windsor, VT 05089

Aaron Day
Aaron Day
12 Bishops Loop, Windsor, VT 05089

Wendi Reuter-Lorenz
Wendi Reuter-Lorenz
184 Sunrise Hill, Windsor, VT 05089

Isaac Robison
Isaac Robison
153 Meadow Lane, Springfield, VT 05156

Signature Certificate

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Document signed by:

	Erik Schutz E-mail: erikds924@gmail.com Signed via link IP: 75.69.98.169 Date: 05 Dec 2020 18:59:39 UTC	
	Robert Knight E-mail: mtn-dog@hotmail.com Signed via link IP: 64.223.171.70 Date: 05 Dec 2020 19:14:05 UTC	
	Stan Spencer E-mail: stanspencer802@gmail.com Signed via link IP: 24.218.71.81 Date: 05 Dec 2020 20:28:15 UTC	
	Matthew Kantola E-mail: mattkantola@gmail.com Signed via link IP: 198.55.239.65 Date: 05 Dec 2020 22:35:56 UTC	

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Page 1 of 3



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	Richard W "Ben" Bardwell IV Verified E-mail: bbardwell@aol.com IP: 107.77.215.234 Date: 06 Dec 2020 03:25:10 UTC	<i>Richard W "Ben" Bardwell IV</i> 
	Wendi Reuter-Lorenz E-mail: wfrlfitness@gmail.com Signed via link IP: 73.68.37.73 Date: 06 Dec 2020 14:40:40 UTC	<i>Wendi Reuter-Lorenz</i> 
	Isaac Robison E-mail: isaac44r@gmail.com Signed via link IP: 184.60.137.97 Date: 06 Dec 2020 20:45:53 UTC	<i>Isaac Robison</i> 
	Colin Eggleton E-mail: colin.eggleton@gmail.com Signed via link IP: 24.218.70.146 Date: 06 Dec 2020 20:52:23 UTC	<i>Colin Eggleton</i> 

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