

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52

BY-LAWS
of
BRISTOL BAY TELEPHONE COOPERATIVE, INC.
Amended October 10, 2019

ARTICLE I

MEMBERSHIP

SECTION 1. Requirements for Membership. Any person, partnership, firm, association, corporation, or body politic or subdivision thereof will become a member of BRISTOL BAY TELEPHONE COOPERATIVE, INC. (hereinafter called the "Cooperative"), upon submission of an application for telephone service from the Cooperative, provided that he/she/it:

- (a) agrees to purchase telephone service from the Cooperative as hereinafter specified;
- (b) agrees to comply with and be bound by the Articles of Incorporation and by-laws of the Cooperative and any rules and regulations adopted by the Board of Directors; and
- (c) pays the membership fee hereinafter specified.

No person or entity shall be refused membership in a manner prohibited by state or federal law.

No member may hold more than one simultaneous membership in the Cooperative, and no membership in the Cooperative shall be transferable, except as provided in these by-laws.

SECTION 2. Joint Membership. A husband and wife may apply for a joint membership and, subject to their compliance with the requirements set forth in Section 1 of this Article, may be accepted for such membership. The term "member" as used in these by-laws shall be deemed to include a husband and wife holding a joint membership, and any provisions relating to the rights and liabilities of membership shall apply equally with respect to the holders of a joint membership.

Without limiting the generality of the foregoing, the effect of the hereinafter-specified actions by or in respect of the holders of a joint membership shall be as follows:

- (a) The presence at a meeting of either or both shall be regarded as the presence of one member and shall constitute a joint waiver of notice of the meeting;
- (b) The vote either separately or both jointly shall constitute one joint vote;
- (c) A waiver of notice signed by either or both shall constitute a joint waiver;
- (d) Notice to either shall constitute notice to both;
- (e) Expulsion of either shall terminate the joint membership;
- (f) Withdrawal of either shall terminate the joint membership; and
- (g) Either, but not both, may be elected or appointed as an officer or director, provided that both meet the qualifications for such office.

53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109

SECTION 3. Conversion of Membership.

- (a) A membership may be converted to a joint membership upon the written request of the holder thereof and the agreement by such holder and his/her spouse to comply with the Articles of Incorporation, by-laws, and rules and regulations adopted by the Board.
- (b) Upon the death of either spouse who is a party to the joint membership, such membership shall be held solely by the survivor, provided, however, that the estate of the deceased shall not be released from any debts due to the Cooperative.

SECTION 4. Membership Fees. The membership fee shall be Ten Dollars (\$10.00). The membership fee is nonrefundable. An additional amount or amounts shall be paid for each connection, extension and other available services, in accordance with the rules and regulations prescribed by the Board.

SECTION 5. Purchase of Telephone Service. Each member shall, as soon as telephone service shall be available, purchase from the Cooperative the local telephone service specified in his/her/its application for membership, and shall pay therefor at rates which shall from time to time be fixed by the Board. It is expressly understood that amounts paid for telephone service in excess of the cost of service are furnished by members as capital, and each member shall be credited with the capital so furnished as provided in the by-laws. Each member shall pay to the Cooperative such minimum amount, regardless of the amount of telephone service utilized, as shall be fixed by the Board from time to time. Each member shall also pay all amounts owed by him/her to the Cooperative as and when the same shall become due and payable.

SECTION 6. Termination and Reinstatement of Membership

- (a) Any member may withdraw from membership upon compliance with such uniform terms and conditions as the Board may prescribe. The Board may, by the affirmative vote of not less than two-thirds of a quorum of the directors, expel any member who fails to comply with any of the provisions of the Articles of Incorporation, by-laws, or rules and regulations adopted by the Board, but only if such non-complying members shall have been given written notice by the Cooperative that such failure makes him/her liable to expulsion and such failure shall have continued for at least ten days after such notice was given. Any expelled member may be reinstated by a vote of the Board. Also, any expelled member may be reinstated by a corresponding vote of the members at any annual or special meeting. The membership of a member who for a period of thirty (30) days after service is available to him/her/it, has not purchased telephone service from the Cooperative, may be canceled by resolution of the Board.
- (b) Upon the withdrawal, death, cessation of existence or expulsion of a member, the membership of such a member shall thereupon terminate. Termination of membership in any manner shall not release a member or his/her estate from any debts due the Cooperative.
- (c) When telephone service has been terminated for a period of thirty days, membership in the Cooperative will also be terminated. If a former member wants telephone service after thirty days has passed since receiving service from the Cooperative, he/she/it will have to apply for reinstatement of membership and pay a \$10.00 nonrefundable reinstatement fee.

ARTICLE II

RIGHTS AND LIABILITIES OF MEMBERS

SECTION 1. Patronage Capital in Connection with Furnishing Telephone Service. In the furnishing of telephone service, the Cooperative’s operations shall be so conducted that all members will through their patronage furnish capital for the Cooperative. In order to induce patronage and to assure that the Cooperative will operate on a non-profit basis, the Cooperative is obligated to account on a patronage basis to all its members for all amounts received and receivable from the furnishing of telephone service in excess of operating costs and expenses properly chargeable against the furnishing of telephone service. All such amounts in excess of operating costs and expenses at the moment of receipt by the Cooperative are received with the understanding that they are furnished by

110 the members as capital. The Cooperative is obligated to pay by credits to a capital account for each member all such
111 amounts in excess of operating costs and expenses. The books and records of the Cooperative shall be set up and
112 kept in such a manner that at the end of each fiscal year the amount of capital, if any, so furnished by each member
113 is clearly reflected and credited in an appropriate record to the capital account of each member, and the Cooperative
114 shall within a reasonable time after the close of the fiscal year notify each member of the amount of capital so
115 credited to his/her/its account. All such amounts credited to the capital account of any member shall have the same
116 status as though they had been paid to the member in cash.

117
118 All amounts received by the Cooperative from its operations in excess of costs and expenses shall, insofar
119 as permitted by law, be:

- 120
121 (a) used to offset any losses incurred during the current or any prior fiscal year, and
122
123 (b) to the extent not needed for that purpose, allocated to its members on a patronage basis, and any
124 amount so allocated shall be included as part of the capital credited to the accounts of members, as
125 herein provided.

126
127 The member hereby grants the Cooperative a security interest in the member's capital credit account as
128 collateral to secure the repayment of any amount owed by such member to the Cooperative. The Cooperative,
129 before retiring any capital credited to any member's account, shall deduct therefrom any amount owing by such
130 member to the Cooperative, together with interest thereon at the legal rate of interest allowed on judgments in the
131 State of Alaska in effect when such amount became overdue, compounded annually.

132
133 If, at any time prior to dissolution or liquidation, the Board shall determine that the financial condition of
134 the Cooperative will not be impaired thereby, the capital credited to members' accounts may be retired in full or in
135 part. Any such retirements of capital shall be made in order of priority according to the year in which the capital
136 was furnished and credited, the capital first received by the Cooperative being first retired.

137
138 In the event of dissolution or liquidation of the Cooperative, after all outstanding indebtedness of the
139 Cooperative shall have been paid, outstanding capital credits shall be retired without priority on a pro rata basis
140 before any payments are made on account of property rights of members.

141
142 Capital credited to the account of each member shall be assignable only on the books of the Cooperative
143 pursuant to written instruction from the assignor and only to successors in interest or successors in occupancy in all
144 or a part of such member's premises served by the Cooperative unless the Board, acting under policies of general
145 application, shall determine otherwise.

146
147 Notwithstanding any other provision of these by-laws, the Board at its discretion, shall have the power at
148 any time upon the death of any member, if the legal representatives of his or her estate shall request in writing that
149 the capital credited to any such member be retired prior to the time such capital would otherwise be retired under the
150 provisions of these by-laws, to retire capital credited to any such member immediately upon such terms and
151 conditions as the legal representatives of such member's estate shall agree upon; provided, however, that the
152 financial condition of the Cooperative will not be impaired thereby.

153
154 The members of the Cooperative, by dealing with the Cooperative, acknowledge that the terms and
155 provisions of the Articles of Incorporation and by-laws will constitute and be a contract between the Cooperative
156 and each member, and both the Cooperative and the members are bound by such a contract, as fully as though each
157 member had individually signed a separate instrument containing such terms and provisions. The provisions of this
158 article of the by-laws will be called to the attention of each member of the Cooperative by posting in a conspicuous
159 place in the Cooperative's Office.

160
161 **SECTION 2. Property Interest of Members.** Upon dissolution of the Cooperative, after:

- 162
163 (a) all debts and liabilities of the Cooperative shall have been paid, and
164
165 (b) all capital furnished through patronage shall have been retired as provided in these by-laws,
166

167 the remaining property and assets of the Cooperative shall be distributed among the members and former members
168 in the proportion which the aggregate patronage of each bears to the total patronage of all members during the ten
169 years preceding the date of the filing of the certificate of dissolution.

171 **SECTION 3. Non-Liability for Debts of the Cooperative.** A member is not liable or responsible for any
172 debts of the cooperative and the property of the members is not subject to execution therefor (AS 10.25.410).

173 174 **ARTICLE III**

175 176 **MEETINGS OF MEMBERS**

177
178 **SECTION 1. Annual Meeting.** The annual meetings of the members shall be held during the last quarter
179 of each year in each of the following communities: Igiugig, Levelock, Koliganek, Ekwok, New Stuyahok, South
180 Naknek, and a joint meeting for Naknek and King Salmon which will alternate between the two communities if
181 facilities are available. The location of the meeting place in each community, as selected by the Board, shall be
182 designated in the notice of the meeting. The purposes of the annual meeting are electing directors, passing upon
183 reports for the previous fiscal year and transacting such other business as may come before the meeting. Items
184 requiring a vote by the membership shall not be added to the agenda of the meeting then in progress but shall be
185 added to the agenda of the next annual meeting or special meeting. It shall be the responsibility of the Board to
186 make adequate plans and preparations for the annual meeting. Failure to hold the annual meeting at the designated
187 time shall not work a forfeiture or dissolution of the Cooperative.

188
189 **SECTION 2. Special Meetings.** Special meetings of the members may be called by resolution of the
190 Board, or upon a written request signed by any three directors, by the President, or by ten percent or more of all the
191 members, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as
192 hereinafter provided. Special meetings of the members shall be held within the areas serviced by the Cooperative as
193 designated by the Board and the location shall be specified in the notice of the special meeting.

194
195 **SECTION 3. Notice of Members' Meetings.** Written or printed notice stating the place, day and hour of
196 an annual or special meeting and, in case of a special meeting or an annual meeting at which business requiring
197 special notice is to be transacted, the purpose or purposes for which the meeting is called, shall be delivered to each
198 member not more than sixty (60) nor less than fifteen (15) days before the date of the meeting, either personally or
199 by mail, by or at the direction of the Secretary, or upon a default in duty by the Secretary, by the persons calling the
200 meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed
201 to the member at his/her/its address as it appears on the records of the Cooperative, with postage thereon prepaid.
202 The failure of any member to receive notice of an annual or special meeting of the membership shall not invalidate
203 any action which may be taken by the members at any such meeting.

204
205 **SECTION 4. Waiver of Notice.** Any member may waive in writing any notice of a meeting required to
206 be given by these by-laws. The written waiver may be made either before or after such meeting. The attendance of
207 a member at any meeting shall constitute a waiver of notice of such meeting by such a member, except in case a
208 member shall attend a meeting for the express purpose of objecting to the transaction of any business on the grounds
209 that the meeting has not been lawfully called or convened.

210
211 **SECTION 5. Quorum.** Fifty members or five per centum of the members, present in person, whichever
212 shall be the larger, shall constitute a quorum for an annual or special meeting of the members. If less than a quorum
213 is present at any meeting, a majority of those present in person may adjourn the meeting from time to time without
214 further notice. The minutes of each meeting shall contain a list of the members present in person. The number of
215 members for determination of a quorum and for the purpose of establishing the voter rolls shall be equal to the
216 number of valid memberships outstanding at the close of business fifteen days prior to the meeting.

217 218 **SECTION 6. Voting.**

- 219 (a) Each member shall be entitled to only one vote upon each matter submitted to a vote at a meeting
220 of the members. All questions shall be decided by a vote of a majority of the members voting
221 thereon in person except as otherwise provided by law, the Articles of Incorporation, or these by-
222 laws.

- 224 (b) A business, agency or organization that is a member may designate a person to vote on its behalf
- 225 by submitting to the meeting registrar prior to the meeting, either by mail or in person, a Voting
- 226 Authorization form signed by an owner or officer of the business, agency or organization. Only an
- 227 owner, officer or manager of the business agency or organization may vote on behalf of the
- 228 business, agency or organization.
- 229
- 230 (c) Members shall be permitted to vote by mail for the election or removal of directors, amendments
- 231 to the Articles of Incorporation or Bylaws, and any matters for which special notice to the
- 232 membership is required. The Board of Directors shall adopt a written policy specifying the
- 233 procedures for the distribution, collection and counting of ballots for voting by mail.
- 234
- 235 (d) New members shall be ineligible to vote at an annual or special meeting of the members if
- 236 his/her/its application for membership is submitted later than fifteen days before the meeting.
- 237

238 **SECTION 7. Order of Business.** The order of business at the annual meeting of the members and, so far
 239 as possible, at all other meetings of the members, shall be essentially as follows, except as otherwise determined by
 240 the members at such meeting:

- 241
- 242 (a) Report on the number of members present in person in order to determine the existence of a
- 243 quorum;
- 244
- 245 (b) Reading of the notice of the meeting and proof of the due publication or mailing thereof, or the
- 246 waiver or waivers of notice of the meeting, as the case may be;
- 247
- 248 (c) Reading of unapproved minutes of previous meetings of the members and the taking of necessary
- 249 action thereon;
- 250
- 251 (d) Presentation and consideration of reports of officers, trustees and committees;
- 252
- 253 (e) Election of Directors;
- 254
- 255 (f) Unfinished business;
- 256
- 257 (g) New business properly brought before the meeting and noticed to the membership;
- 258
- 259 (h) Adjournment.
- 260

261 **ARTICLE IV**

262 **DIRECTORS**

263

264 **SECTION 1. General Powers.** The business and affairs of the Cooperative shall be managed by a Board
 265 of seven (7) members which shall exercise all of the powers of the Cooperative except such as are by law, the
 266 Articles of Incorporation, or these by-laws conferred upon or reserved to the members.

267

268 **SECTION 2. Districts for Purpose of Election of Directors.** For the purpose of electing directors, the
 269 territory served by the Cooperative is hereby divided into the following three (3) election districts:

- 270
- 271
- 272 (a) The Naknek River District, which consists of the communities of King Salmon, Naknek and South
- 273 Naknek. Five of the seven directors shall be selected by and from the members who reside in the
- 274 Naknek River District.
- 275
- 276 (b) The Kvichak River District, which consists of the communities of Igiugig and Levelock. One of
- 277 the seven directors shall be selected by and from the members who reside in the Kvichak River
- 278 District.

279 (c) The Nushagak River District, which consists of the communities of Ekwok, Koliganek and New
 280 Stuyahok. One of the seven directors shall be selected by and from the members who reside in the
 281 Nushagak River District.
 282

283 **SECTION 3. Election and Tenure of Office.** Directors shall be elected by secret ballot at each annual
 284 meeting of the members, by and from the members, to serve until the next annual meeting of the members at which
 285 their terms expire or until their successors shall have been elected and shall have qualified. If an election of
 286 directors shall not be held on the day designated herein for the annual meeting, or at any adjournment thereof, a
 287 special meeting of the members shall be held for the purpose of electing directors within a reasonable time
 288 thereafter. Directors from the Naknek River District shall be elected by a plurality vote of the members from the
 289 Naknek River District. Directors from the Kvichak River District shall be elected by a plurality vote of the members
 290 from the Kvichak River District. Directors from the Nushagak River District shall be elected by a plurality vote of
 291 the members of the Nushagak River District.
 292

293 Tenure of office shall be three (3) years.

294 The terms will be staggered three (3) year terms. Three members will be elected one year, two members
 295 will be elected in the next year, and two members will be elected the third year, as illustrated below:
 296
 297

| Director | Year Elected | | | | | |
|------------------------------|--------------|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| Nushagak District | X | | | X | | |
| Kvichak District | | X | | | X | |
| Naknek District – Director A | | | X | | | X |
| Naknek District – Director B | X | | | X | | |
| Naknek District – Director C | | X | | | X | |
| Naknek District – Director D | | | X | | | X |
| Naknek District – Director E | X | | | X | | |

298 **SECTION 4. Qualifications.** To become or remain a Director of the Cooperative a person must:
 299

- 300 (a) be a member; and
- 301 (b) maintain a permanent residence in his/her election district; and
- 302 (c) not be employed by or financially interested in any entity which competes with, or contemplates
 303 competing with the Cooperative or any of its affiliates; and
- 304 (d) be a member in good standing. A member in good standing is one whose bill for services is not
 305 delinquent; and
- 306 (e) not have missed more than three (3) regular monthly Board meetings in any twelve (12) month
 307 period; and
- 308 (f) be at least 18 years of age on the date of the annual meeting at which he/she is elected; and
- 309 (g) not be incarcerated or be a convicted felon; and
- 310 (h) not have been employed by the Cooperative any time in the past five (5) years.

320 Upon establishment of the fact that a director is holding the office in violation of any of the
321 foregoing provisions, the Board may remove such director from office.
322

323 Nothing contained in this section shall affect in any manner whatsoever the validity of any action
324 taken at any meeting of the Board.
325

326 **SECTION 5. Declaration of Candidacy.**
327

- 328 (a) Form. A person who wishes to become a candidate for the Board of Directors shall complete and
329 file a declaration of candidacy form. The declaration form shall state definitely:
330
- 331 (1) Full name of the candidate and the manner in which he/she wishes to have his/her name
332 appear on the ballot;
 - 333 (2) Full residence address of the candidate;
 - 334 (3) Full mailing address of the candidate;
 - 335 (4) That the candidate is a member in good standing of Bristol Bay Telephone Cooperative,
336 Inc.; and
 - 337 (5) Signatures and addresses of at least ten (10) members of the Cooperative in good
338 standing.
339
- 340 (b) Time for Filing. All declaration of candidacy forms shall be filed with the corporate office no
341 earlier than the 15th of August nor later than the 15th of September or, if not a regular business day,
342 on the first business day thereafter. A form shall be deemed to have been filed when delivered in
343 person or received in the mail, or when a copy is sent by fax, provided the original form is
344 afterward mailed or delivered in person.
345
- 346 (c) Record. The corporate office will maintain a record containing the name and address of every
347 person who filed a declaration of candidacy and also the date of the filing.
348
- 349 (d) Certification. Following the close of the candidacy period, an officer of the Board shall review the
350 filed declaration of candidacy forms to determine eligibility and compliance with filing
351 requirements. Those candidates who qualify shall be certified by the officer, and their names will
352 appear on the ballot for the election district for which they filed.
353
- 354 (e) Withdrawal. In order to remove a name from the printed ballot, a candidate may withdraw his/her
355 declaration of candidacy through the last day for filing declarations, by submitting a written notice
356 of withdrawal to the corporate office. A candidate who wishes to withdraw may do so at any time.
357

358 **SECTION 6. Removal of Director by Members.** Any member may bring charges against a director by
359 filing with the Secretary such charges in writing, together with a petition signed by at least ten per centum of the
360 members of the district in which the director was elected, and may request the removal of such director by reason
361 thereof. Such director shall be informed in writing of the charges at least ten days prior to the meeting of the
362 members of the district in which the director was elected at which the charges are to be considered, and shall have
363 an opportunity at the meeting to be heard in person or by counsel, and to present evidence with respect to the
364 charges; and the person or persons bringing the charges against the director shall have the same opportunity. The
365 question of the removal of such director shall be considered and voted upon at the meeting of the members of the
366 district in which the director was elected, and any vacancy created by such removal may be filled by vote of the
367 members at such meeting.
368

369 **SECTION 7. Vacancies.** Subject to the provisions of these by-laws with respect to the filling of a
370 vacancy caused by the removal of a director, or in case of a vacancy caused by death, resignation, incapacity or
371 other reasons, or if no candidate files for an open seat during an election, a vote of a majority of a quorum of the
372 remaining directors may appoint a qualified member to fill the vacancy only until the next annual meeting, at which
373 time a new director will be elected to complete the unexpired term.
374

375 **SECTION 8. Compensation.** Directors shall not receive any salary for their services as such, except that
376 members of the Cooperative may by resolution authorize a fixed sum for each day or portion thereof spent on

377 Cooperative business, such as attendance at meetings, conferences and training programs or performing committee
378 assignments when authorized by the Board. If authorized by the Board, directors may also be reimbursed for
379 expenses actually and necessarily incurred in carrying out such Cooperative business or granted a reasonable per
380 diem allowance by the Board in lieu of detailed accounting for some of these expenses. In no case shall any
381 Director receive more than \$4000 in total compensation and/or reimbursement in any calendar year. This \$4000
382 shall include meeting stipends, per diem and all travel expenses. Any travel expenses paid directly by the
383 Cooperative shall be included in this amount. Credit card airmiles may not be used for any Director travel. The only
384 Director travel costs of any kind to be excluded from this annual cap amount shall be travel costs incurred for travel
385 for Cooperative business to/from a community served by the Cooperative. No director shall receive compensation
386 for serving the Cooperative in any other capacity, nor shall any close relative of a director receive compensation for
387 serving the Cooperative, unless the payment and amount of compensation shall be specifically authorized by a vote
388 of the members for the service by the director or his close relative and the service shall have been certified by the
389 Board as an emergency measure. As used in these by-laws, "close relative" means a person who, by blood or in law,
390 is either a husband, wife, father, mother, sister, brother, son, or daughter.
391

392 The Cooperative shall provide insurance for liability and shall otherwise indemnify all present and former
393 directors against liability to the extent that their acts or omissions constituting the grounds for alleged liability were
394 performed in their official capacity and, if actionable at all, were based upon good faith business judgments in the
395 belief the acts or omissions were in the best interests of the Cooperative or were not against the best interests of the
396 Cooperative, pursuant to AS 10.25.145.
397

398 The membership of Bristol Bay Telephone Cooperative, Inc. approves the amount of \$75.00 to be paid to
399 each director for each day of attendance at Board and/or committee meetings for Cooperative business.
400

401 **ARTICLE V**

402 **MEETINGS OF BOARD**

403 **SECTION 1. Regular Meetings.** A regular meeting of the Board shall be held monthly at such time and
404 place within the area served by the Cooperative as designated by the Board. Such regular monthly meeting may be
405 held without notice other than such resolution fixing the time and place thereof. A regular meeting of the board
406 shall also be held without notice immediately after and at the same place as the final annual meeting of the members
407 for the purposes of electing officers, provided that a quorum is present.
408

409 **SECTION 2. Special Meeting.** Special meetings of the Board may be called by the President or by any
410 three directors, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as
411 hereinafter provided. The President or directors calling the meeting shall fix the time and place for holding the
412 meeting.
413

414 **SECTION 3. Notice of Special Board Meetings.** Written notice of the time, place and purpose of any
415 special meeting of the Board shall be delivered to each director either personally or by mail, by or at the direction of
416 the Secretary, or upon a default in duty by the Secretary, by the President or the directors calling the meeting. If
417 mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the
418 director at his/her address as it appears on the records of the Cooperative, with postage thereon prepaid, at least five
419 days before the date set for the meeting. The phrase "shall be delivered to each director personally" means to be
420 handed directly to the director by the person responsible for delivery of the notice. Telephonic notice may be
421 substituted for written notice.
422

423 **SECTION 4. Waiver of Notice.** Any director may waive in writing any notice of a meeting required to
424 be given by these by-laws. The written waiver may be made either before or after such meeting. The attendance of a
425 director at any meeting shall constitute a waiver of notice of such meeting by such a director, except in case a
426 director shall attend a meeting for the express purpose of objecting to the transaction of any business on the grounds
427 that the meeting has not been lawfully called or convened.
428

429 **SECTION 5. Quorum.** A majority of the Board shall constitute a quorum, provided, that if less than such
430 majority of the Board is present at said meeting, a majority of the directors present may adjourn the meeting from
431 time to time; and provided further, that the Secretary shall notify any absent directors of the time and place of such
432
433

434 adjourned meeting. The act of a majority of the directors present at a meeting at which a quorum is present shall be
435 the act of the Board, except as otherwise provided in these by-laws. Motions and resolutions submitted to the Board
436 may be adopted or rejected by a voice vote, duly recorded by the Secretary.
437

438 **SECTION 6. Attendance By Teleconference.** Any director who is unable to be physically present at the
439 designated time and place of any meeting of the Board may attend and participate in any Board meeting by means of
440 telephone teleconferencing. Directors attending a meeting of the Board by means of teleconferencing shall be
441 counted in determining the existence of a quorum.
442

443 **ARTICLE VI**

444 **OFFICERS AND GENERAL MANAGER**

445 **SECTION 1. Officers.** The officers of the Cooperative shall be a President, Vice President, Secretary,
446 Treasurer, and such other officers as may be determined by the Board from time to time. The offices of Secretary
447 and Treasurer may be held by the same person.
448

449 **SECTION 2. Election and Term of Office.** The officers shall be elected annually by and from the Board
450 at the meeting of the Board held immediately after the annual meeting of the members. If the election of officers
451 shall not be held at such meeting, such election shall be held as soon thereafter as is convenient. Each officer shall
452 hold office until the first meeting of the Board following the next succeeding annual meeting of the members or until
453 his successor shall have been elected and shall have qualified. A vacancy in any office shall be filled by the Board
454 for the unexpired portion of the term.
455

456 **SECTION 3. Removal of Officers.**

- 457
- 458 (a) Any officer elected or appointed by the Board may be removed by the Board whenever in its
459 judgment the best interests of the Cooperative will be served thereby.
460
 - 461 (b) In addition, any member of the Cooperative may bring charges against any of its officers by filing
462 with the Secretary such charges in writing, together with a petition signed by ten per centum of the
463 members, and may request the removal of such officer by reason thereof. The officer against
464 whom such charges have been brought shall be informed in writing of the charges at least ten days
465 prior to the Board meeting at which the charges are to be considered and shall have an opportunity
466 at the meeting to be heard in person or by counsel and to present evidence in respect of the
467 charges; and the person or persons bringing the charges against the officer shall have the same
468 opportunity. In the event the Board does not remove such officer, the question of his/her removal
469 shall be considered and voted upon at the next meeting of the members.
470
 - 471 (c) When a person holding an office ceases to be a director, that person thereupon simultaneously
472 ceases to hold that office.
473

474 **SECTION 4. President.** The President shall:

- 475 (a) be the principal executive officer of the Cooperative and, unless otherwise determined by the
476 members or by the Board, shall preside at all meetings of the members and of the Board;
477
- 478 (b) sign any deeds, mortgages, deeds of trust, notes, bonds, contracts or other instruments authorized
479 by the Board to be executed, except in cases in which the signing and execution thereof shall be
480 expressly delegated by the Board or by these by-laws to some other officer or general manager of
481 the Cooperative, or shall be required by law to be otherwise signed or executed; and
482
- 483 (c) in general perform all duties incident to the office of President and such other duties as may be
484 prescribed by the Board from time to time.
485

486 **SECTION 5. Vice President.** In the absence of the President, or in the event of his/her inability or refusal
487 to act, the Vice President shall perform the duties of the President, and when so acting shall have all the powers of
488
489
490

491 and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from
492 time to time may be assigned to him/her by the President or the Board.

493
494 **SECTION 6. Secretary.** The Secretary shall:

- 495
496 (a) keep the minutes of the meetings of the members and of the Board in books provided for that
497 purpose;
- 498
499 (b) see that all notices are duly given in accordance with these by-laws or as required by law;
- 500
501 (c) be custodian of the corporate books and records and the seal of the Cooperative and affix the seal
502 of the Cooperative to all documents, the execution of which on behalf of the Cooperative under its
503 seal is duly authorized in accordance with the provisions of these by-laws;
- 504
505 (d) keep a register of the names and mailing addresses of all members;
- 506
507 (e) keep on file at all times a complete copy of the Articles of Incorporation and by-laws and of all
508 amendments thereto and shall make these documents available for inspection to any member upon
509 reasonable request;
- 510
511 (f) delegate to employees of the Cooperative such taking of minutes, keeping of records, noticing of
512 meetings and other duties as necessary or desired for efficient operation of the Cooperative; and
- 513
514 (g) in general perform all duties incident to the office of Secretary and such other duties as from time
515 to time may be assigned to him/her by the Board.

516
517 **SECTION 7. Treasurer.** The Treasurer shall:

- 518
519 (a) have custody of and be responsible for supervising all funds and securities of the Cooperative.
- 520
521 (b) be responsible for supervising the receipt of and the issuance of receipts for all monies due and
522 payable to the Cooperative and for the deposit of all such monies in the name of the Cooperative
523 in such bank or banks as shall be selected in accordance with the provisions of these by-laws;
- 524
525 (c) delegate to employees of the Cooperative such duties as necessary or desired for efficient
526 operation of the Cooperative; and
- 527
528 (d) in general perform all the duties incident to the office of Treasurer and such other duties as from
529 time to time may be assigned to him/her by the Board.

530
531 **SECTION 8. General Manager.** The Board may appoint a general manager who may be, but who shall
532 not be required to be, a member of the Cooperative. The general manager shall perform such duties and shall
533 exercise such authority as the Board may from time to time vest in him/her.

534
535 **ARTICLE VII**

536
537 **NON-PROFIT OPERATION**

538
539 The Cooperative shall at all times be operated on a cooperative, non-profit basis for the mutual benefit of
540 its members. No interest or dividends shall be paid or payable by the Cooperative on any capital furnished by its
541 members.

542 **ARTICLE VIII**

543
544 **DISPOSAL OF PROPERTY**

545
546 Subject to the provisions of AS.10.25.400, the Cooperative may not sell, lease or otherwise dispose of more
547 than 15 percent of the Cooperative's assets, less depreciation, as reflected on the books of the Cooperative at the

548 time of the transaction unless such sale, lease or other disposition is authorized at a meeting of the members thereof
549 by the affirmative vote of not less than two-thirds of the members voting on the transaction, if the number of
550 members voting to approve it constitutes a majority of all the members of the Cooperative, and unless the notice of
551 such proposed sale, lease or other disposition will have been contained in the notice of the meeting; provided,
552 however, that notwithstanding anything herein contained, the Board of the Cooperative, without authorization by the
553 members thereof, will have full power and authority to authorize the execution and delivery of a mortgage or
554 mortgages or a deed or deeds of trust upon, or the pledging or encumbering of, any or all of the property, assets,
555 rights, privileges, licenses, franchises and permits of the Cooperative, whether acquired or to be acquired, and
556 wherever situated, as well as the revenues and income there from, all upon such terms and conditions as the Board
557 will determine, to secure any indebtedness of the Cooperative; and provided further that the Board may, (upon the
558 authorization of a majority of those members of the Cooperative voting on the issue in an election in which at least
559 10 percent of the eligible members return ballots) subject to AS.10.25.400, sell, lease, or otherwise dispose of all or
560 a substantial portion of its property to another Cooperative or to the State.

561
562
563 **ARTICLE IX**

564
565 **SEAL**

566
567 The corporate seal of the Cooperative will have inscribed thereon the name of the Cooperative and the
568 words "Corporate Seal Alaska."

569
570 **ARTICLE X**

571
572 **FINANCIAL TRANSACTIONS**

573
574 **SECTION 1. Accounting System and Reports.** The Board shall cause to be established and maintained
575 a complete accounting system for the Cooperative. The Board shall also, after the close of each fiscal year, cause to
576 be made by a certified public accountant a full and complete audit of the accounts, books and financial conditions of
577 the Cooperative as of the end of such fiscal year. A report of such audit shall be submitted to the members at the
578 next following annual meeting.

579
580 **SECTION 2. Contracts.** Except as otherwise provided in these by-laws, the Board may authorize any
581 officer or the general manager to enter into any contract or execute and deliver any instrument in the name and on
582 behalf of the Cooperative, and such authority may be general or confined to specific instances.

583
584 **SECTION 3. Checks, Drafts, etc.** All checks, drafts or other orders for the payment of money, and all
585 notes, bonds or other evidences of indebtedness issued in the name of the Cooperative will be signed and/or
586 countersigned by such officer or officers, employee or employees of the Cooperative and in such a manner as will
587 from time to time be determined by resolution of the Board.

588
589 **SECTION 4. Deposits.** All funds of the Cooperative except petty cash shall be deposited from time to
590 time to the credit of the Cooperative in such bank or banks as the Board may select.

591
592 **SECTION 5. Fiscal Year.** The fiscal year of the Cooperative shall begin on the first day of January of
593 each year and shall end on the thirty-first day of December of the same year.

594
595 **SECTION 6. Bonds.** An officer or officers, employee or employees of the Cooperative charged with the
596 responsibility for the custody of any of its funds or property shall be bonded in such sum and with such surety as the
597 Board shall determine.

598
599 **ARTICLE XI**

600
601 **MISCELLANEOUS**

602
603 **SECTION 1. Membership in Other Organizations.** The Cooperative may become a member of or
604 purchase stock in any other organization with the approval of a two-thirds vote of a quorum of the Board of

605 Directors, at a duly held meeting of the Board of Directors, the notice of which shall specify that action is to be
606 taken upon such proposed membership or stock purchase.
607

608 **SECTION 2. Policies, Rules and Regulation.** The Board shall have power to make and adopt such
609 policies, rules and regulations as it may deem advisable for the management of the business and affairs of the
610 Cooperative, provided they are not inconsistent with law, the Articles of Incorporation or these by-laws.
611

612 **SECTION 3. Compensation.** The powers, duties and compensation of the general manager and
613 employees shall be fixed by the Board subject to the provisions of these by-laws with respect to compensation for a
614 director and close relatives of a director contained in Article IV, Section 8.
615

616 **SECTION 4. Area Coverage.** The Board shall make diligent effort to see that telephone service is
617 extended to all unserved persons within the Cooperative's service areas who:
618

- 619 (a) desire such service, and
- 620
- 621 (b) meet all reasonable requirements established by the Cooperative as a condition of such service.
622

623 **ARTICLE XII**

624 **AMENDMENTS**

625
626
627 These by-laws may be altered, amended or repealed by the members at any regular or special meeting,
628 provided the notice of such meeting shall have contained a copy of the proposed alteration, amendment or repeal.
629

630
631
632
633
634
635
636
637
638

ATTEST:

Courtney Hoiby, President
Date:

Sharon Wilson, Secretary-Treasurer
Date: