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**BY-LAWS**  
**of**  
**BRISTOL BAY TELEPHONE COOPERATIVE, INC.**  
**Amended 11 January 2022**

**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.



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

125  
126 The member hereby grants the Cooperative a security interest in the member's capital credit account as  
127 collateral to secure the repayment of any amount owed by such member to the Cooperative. The Cooperative,  
128 before retiring any capital credited to any member's account, shall deduct therefrom any amount owing by such  
129 member to the Cooperative, together with interest thereon at the legal rate of interest allowed on judgments in the  
130 State of Alaska in effect when such amount became overdue, compounded annually.

131  
132 If, at any time prior to dissolution or liquidation, the Board shall determine that the financial condition of  
133 the Cooperative will not be impaired thereby, the capital credited to members' accounts may be retired in full or in  
134 part. Any such retirements of capital shall be made in order of priority according to the year in which the capital  
135 was furnished and credited, the capital first received by the Cooperative being first retired.

136  
137 In the event of dissolution or liquidation of the Cooperative, after all outstanding indebtedness of the  
138 Cooperative shall have been paid, outstanding capital credits shall be retired without priority on a pro rata basis  
139 before any payments are made on account of property rights of members.

140  
141 Capital credited to the account of each member shall be assignable only on the books of the Cooperative  
142 pursuant to written instruction from the assignor and only to successors in interest or successors in occupancy in all  
143 or a part of such member's premises served by the Cooperative unless the Board, acting under policies of general  
144 application, shall determine otherwise.

145  
146 Notwithstanding any other provision of these by-laws, the Board at its discretion, shall have the power at  
147 any time upon the death of any member, if the legal representatives of his or her estate shall request in writing that  
148 the capital credited to any such member be retired prior to the time such capital would otherwise be retired under the  
149 provisions of these by-laws, to retire capital credited to any such member immediately upon such terms and  
150 conditions as the legal representatives of such member's estate shall agree upon; provided, however, that the  
151 financial condition of the Cooperative will not be impaired thereby.

152  
153 The members of the Cooperative, by dealing with the Cooperative, acknowledge that the terms and  
154 provisions of the Articles of Incorporation and by-laws will constitute and be a contract between the Cooperative  
155 and each member, and both the Cooperative and the members are bound by such a contract, as fully as though each  
156 member had individually signed a separate instrument containing such terms and provisions. The provisions of this  
157 article of the by-laws will be called to the attention of each member of the Cooperative by posting in a conspicuous  
158 place in the Cooperative's Office.

159  
160 **SECTION 2. Property Interest of Members.** Upon dissolution of the Cooperative, after:

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

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.  
170

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 **MEETINGS OF MEMBERS**

176 **SECTION 1. Annual Meeting.** The annual meetings of the members shall be held during the last quarter  
177 of each year in each of the following communities: Igiugig, Levelock, Koliganek, Ekwok, New Stuyahok, South  
178 Naknek, and a joint meeting for Naknek and King Salmon which will alternate between the two communities if  
179 facilities are available. The location of the meeting place in each community, as selected by the Board, shall be  
180 designated in the notice of the meeting. The purposes of the annual meeting are electing directors, passing upon  
181 reports for the previous fiscal year and transacting such other business as may come before the meeting. Items  
182 requiring a vote by the membership shall not be added to the agenda of the meeting then in progress but shall be  
183 added to the agenda of the next annual meeting or special meeting. It shall be the responsibility of the Board to  
184 make adequate plans and preparations for the annual meeting. Failure to hold the annual meeting at the designated  
185 time shall not work a forfeiture or dissolution of the Cooperative.  
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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. Notice of an annual meeting shall be delivered not more than sixty (60) nor less than fifteen (15) days  
199 before the date of the meeting. Notice of a special meeting shall be delivered not more than one hundred twenty  
200 (120) nor less than ninety (90) days before the date of the meeting. Notice shall be delivered personally by mail, or  
201 electronic mail, by or at the direction of the Secretary, or upon a default in duty by the Secretary, by the persons  
202 calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail,  
203 addressed to the member at his/her/its address as it appears on the records of the Cooperative, with postage thereon  
204 prepaid. If sent by electronic mail, notice is considered given when the notice is sent to the member's electronic  
205 mailing address on record with the Cooperative. The failure of any member to receive notice of an annual or special  
206 meeting of the membership shall not invalidate any action which may be taken by the members at any such meeting.  
207

208 **SECTION 4. Waiver of Notice.** Any member may waive in writing any notice of a meeting required to  
209 be given by these by-laws. The written waiver may be made either before or after such meeting. The attendance of  
210 a member at any meeting shall constitute a waiver of notice of such meeting by such a member, except in case a  
211 member shall attend a meeting for the express purpose of objecting to the transaction of any business on the grounds  
212 that the meeting has not been lawfully called or convened.  
213

214 **SECTION 5. Quorum.** Fifty members or five per centum of the members, present in person or  
215 participating in the meeting under Section 8, whichever shall be the smaller, shall constitute a quorum for an annual  
216 or special meeting of the members. If less than a quorum is present or participating in the meeting under Section 8 at  
217 any meeting, a majority of those voting may adjourn the meeting from time to time without further notice. The  
218 minutes of each meeting shall contain a list of the members present in person or participating in the meeting under  
219 Section 8. The number of members for determination of a quorum and for the purpose of establishing the voter rolls  
220 shall be equal to the number of valid memberships outstanding at the close of business fifteen days prior to the  
221 meeting. A member or delegate who votes on a matter by electronic communication received or mail postmarked  
222 before a meeting begins is considered to have attended the meeting for the matter on which the member or delegate  
223 voted.

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**SECTION 6. Voting.**

- (a) Each member shall be entitled to only one vote upon each matter submitted to a vote at a meeting of the members. All questions shall be decided by a vote of a majority of the members voting thereon in person except as otherwise provided by law, the Articles of Incorporation, or these by-laws.
- (b) A business, agency or organization that is a member may designate a person to vote on its behalf by submitting to the meeting registrar prior to the meeting, either by mail or in person, a Voting Authorization form signed by an owner or officer of the business, agency or organization. Only an owner, officer or manager of the business agency or organization may vote on behalf of the business, agency or organization.
- (c) Members shall be permitted to vote by mail for the election or removal of directors, amendments to the Articles of Incorporation or Bylaws, and any matters for which special notice to the membership is required. The Board of Directors shall adopt a written policy specifying the procedures for the distribution, collection and counting of ballots for voting by mail. By Board policy, the Cooperative may provide members the option to vote by electronic transmission on any matter upon which members may vote by mail, so long as electronic transmission is not the only allowed option for voting.
- (d) New members shall be ineligible to vote at an annual or special meeting of the members if his/her/its application for membership is submitted later than fifteen days before the meeting.

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

- (a) Report on the number of members present in person in order to determine the existence of a quorum;
- (b) Reading of the notice of the meeting and proof of the due publication or mailing thereof, or the waiver or waivers of notice of the meeting, as the case may be;
- (c) Reading of unapproved minutes of previous meetings of the members and the taking of necessary action thereon;
- (d) Presentation and consideration of reports of officers, trustees and committees;
- (e) Election of Directors;
- (f) Unfinished business;
- (g) New business properly brought before the meeting and noticed to the membership;
- (h) Adjournment.

**SECTION 8. Election Annual Meeting.** The Board of Directors may declare that an annual meeting of the members will be conducted in whole or in part by teleconference or another means of communication that ensures all members participating can hear each other during the meeting.

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**ARTICLE IV**

**DIRECTORS**

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

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

- (a) The Naknek River District, which consists of the communities of King Salmon, Naknek and South Naknek. Five of the seven directors shall be selected by and from the members who reside in the Naknek River District.
- (b) The Kvichak River District, which consists of the communities of Igiugig and Levelock. One of the seven directors shall be selected by and from the members who reside in the Kvichak River District.
- (c) The Nushagak River District, which consists of the communities of Ekwok, Koliganek and New Stuyahok. One of the seven directors shall be selected by and from the members who reside in the Nushagak River District.

**SECTION 3. Election and Tenure of Office.** Directors shall be elected by secret ballot at each annual meeting of the members, by and from the members, to serve until the next annual meeting of the members at which their terms expire or until their successors shall have been elected and shall have qualified. If an election of directors shall not be held on the day designated herein for the annual meeting, or at any adjournment thereof, a special meeting of the members shall be held for the purpose of electing directors within a reasonable time thereafter. Directors from the Naknek River District shall be elected by a plurality vote of the members from the Naknek River District. Directors from the Kvichak River District shall be elected by a plurality vote of the members from the Kvichak River District. Directors from the Nushagak River District shall be elected by a plurality vote of the members of the Nushagak River District. In the event that the votes for two or more candidates result in a tie, after a recount to confirm the tie, the Board shall conduct a coin toss to determine the candidate that will fill the director’s seat, or if more than two candidates tie, conduct a drawing by lot to determine the candidate that will fill the director’s seat.

Tenure of office shall be three (3) years.

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

<u>Director</u>	<u>Year Elected</u>					
	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		

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317 **SECTION 4. Qualifications.** To become or remain a Director of the Cooperative a person must:  
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- 319 (a) be a member; and  
320  
321 (b) maintain a permanent residence in his/her election district; and  
322  
323 (c) not be employed by or financially interested in any entity which competes with, or contemplates  
324 competing with the Cooperative or any of its affiliates; and  
325  
326 (d) be a member in good standing. A member in good standing is one whose bill for services is not  
327 delinquent; and  
328  
329 (e) not have missed more than three (3) regular monthly Board meetings in any twelve (12) month  
330 period; and  
331  
332 (f) be at least 18 years of age on the date of the annual meeting at which he/she is elected; and  
333  
334 (g) not be incarcerated or be a convicted felon; and  
335  
336 (h) not have been employed by the Cooperative any time in the past five (5) years.  
337

338 Upon establishment of the fact that a director is holding the office in violation of any of the  
339 foregoing provisions, the Board may remove such director from office.  
340

341 Nothing contained in this section shall affect in any manner whatsoever the validity of any action  
342 taken at any meeting of the Board.  
343

344 **SECTION 5. Declaration of Candidacy.**  
345

- 346 (a) Form. A person who wishes to become a candidate for the Board of Directors shall complete and  
347 file a declaration of candidacy form. The declaration form shall state definitely:  
348  
349 (1) Full name of the candidate and the manner in which he/she wishes to have his/her name  
350 appear on the ballot;  
351 (2) Full residence address of the candidate;  
352 (3) Full mailing address of the candidate;  
353 (4) That the candidate is a member in good standing of Bristol Bay Telephone Cooperative,  
354 Inc.; and  
355 (5) Signatures and addresses of at least ten (10) members of the Cooperative in good  
356 standing.  
357  
358 (b) Time for Filing. All declaration of candidacy forms shall be filed with the corporate office no  
359 earlier than the 15<sup>th</sup> of August nor later than the 15<sup>th</sup> of September or, if not a regular business day,  
360 on the first business day thereafter. A form shall be deemed to have been filed when delivered in  
361 person or received in the mail, or when a copy is sent by fax, provided the original form is  
362 afterward mailed or delivered in person.  
363  
364 (c) Record. The corporate office will maintain a record containing the name and address of every  
365 person who filed a declaration of candidacy and also the date of the filing.  
366  
367 (d) Certification. Following the close of the candidacy period, an officer of the Board shall review the  
368 filed declaration of candidacy forms to determine eligibility and compliance with filing  
369 requirements. Those candidates who qualify shall be certified by the officer, and their names will  
370 appear on the ballot for the election district for which they filed.  
371

- 372 (e) Withdrawal. In order to remove a name from the printed ballot, a candidate may withdraw his/her  
373 declaration of candidacy through the last day for filing declarations, by submitting a written notice  
374 of withdrawal to the corporate office. A candidate who wishes to withdraw may do so at any time.  
375

376 **SECTION 6. Removal of Director by Members.** Any member may bring charges against a director by  
377 filing with the Secretary such charges in writing, together with a petition signed by at least ten per centum of the  
378 members of the district in which the director was elected, and may request the removal of such director by reason  
379 thereof. Such director shall be informed in writing of the charges at least ten days prior to the meeting of the  
380 members of the district in which the director was elected at which the charges are to be considered, and shall have  
381 an opportunity at the meeting to be heard in person or by counsel, and to present evidence with respect to the  
382 charges; and the person or persons bringing the charges against the director shall have the same opportunity. The  
383 question of the removal of such director shall be considered and voted upon at the meeting of the members of the  
384 district in which the director was elected, and any vacancy created by such removal may be filled by vote of the  
385 members at such meeting.  
386

387 **SECTION 7. Vacancies.** Subject to the provisions of these by-laws with respect to the filling of a  
388 vacancy caused by the removal of a director, or in case of a vacancy caused by death, resignation, incapacity or  
389 other reasons, or if no candidate files for an open seat during an election, a vote of a majority of a quorum of the  
390 remaining directors may appoint a qualified member to fill the vacancy only until the next annual meeting, at which  
391 time a new director will be elected to complete the unexpired term.  
392

393 **SECTION 8. Compensation.** Directors shall not receive any salary for their services as such, except that  
394 members of the Cooperative may by resolution authorize a fixed sum for each day or portion thereof spent on  
395 Cooperative business, such as attendance at meetings, conferences and training programs or performing committee  
396 assignments when authorized by the Board. If authorized by the Board, directors may also be reimbursed for  
397 expenses actually and necessarily incurred in carrying out such Cooperative business or granted a reasonable per  
398 diem allowance by the Board in lieu of detailed accounting for some of these expenses. In no case shall any  
399 Director receive more than \$4000 in total compensation and/or reimbursement in any calendar year. This \$4000  
400 shall include meeting stipends, per diem and all travel expenses. Any travel expenses paid directly by the  
401 Cooperative shall be included in this amount. Credit card airmiles may not be used for any Director travel. The only  
402 Director travel costs of any kind to be excluded from this annual cap amount shall be travel costs incurred for travel  
403 for Cooperative business to/from a community served by the Cooperative. No director shall receive compensation  
404 for serving the Cooperative in any other capacity.  
405

406 The Cooperative shall provide insurance for liability and shall otherwise indemnify all present and former  
407 directors against liability to the extent that their acts or omissions constituting the grounds for alleged liability were  
408 performed in their official capacity and, if actionable at all, were based upon good faith business judgments in the  
409 belief the acts or omissions were in the best interests of the Cooperative or were not against the best interests of the  
410 Cooperative, pursuant to AS 10.25.145.  
411

412 The membership of Bristol Bay Telephone Cooperative, Inc. approves the amount of \$75.00 to be paid to  
413 each director for each day of attendance at Board and/or committee meetings for Cooperative business.  
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## 415 **ARTICLE V**

### 416 **MEETINGS OF BOARD**

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419 **SECTION 1. Regular Meetings.** A regular meeting of the Board shall be held monthly, except the board  
420 may opt not to hold a regular board meeting in July, at such time and place within the area served by the  
421 Cooperative as designated by the Board. Such regular monthly meeting may be held without notice other than such  
422 resolution fixing the time and place thereof. A regular meeting of the board shall also be held without notice  
423 immediately after and at the same place as the final annual meeting of the members for the purposes of electing  
424 officers, provided that a quorum is present.  
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426  
427 **SECTION 2. Special Meeting.** Special meetings of the Board may be called by the President or by any  
428 three directors, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as



429 hereinafter provided. The President or directors calling the meeting shall fix the time and place for holding the  
430 meeting.  
431

432 **SECTION 3. Notice of Special Board Meetings.** Written notice of the time, place and purpose of any  
433 special meeting of the Board shall be delivered to each director either personally or by mail, by or at the direction of  
434 the Secretary, or upon a default in duty by the Secretary, by the President or the directors calling the meeting. If  
435 mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the  
436 director at his/her address as it appears on the records of the Cooperative, with postage thereon prepaid, at least five  
437 days before the date set for the meeting. The phrase “shall be delivered to each director personally” means to be  
438 handed directly to the director by the person responsible for delivery of the notice. Telephonic notice may be  
439 substituted for written notice.  
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441 **SECTION 4. Waiver of Notice.** Any director may waive in writing any notice of a meeting required to  
442 be given by these by-laws. The written waiver may be made either before or after such meeting. The attendance of a  
443 director at any meeting shall constitute a waiver of notice of such meeting by such a director, except in case a  
444 director shall attend a meeting for the express purpose of objecting to the transaction of any business on the grounds  
445 that the meeting has not been lawfully called or convened.  
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447 **SECTION 5. Quorum.** A majority of the Board shall constitute a quorum, provided, that if less than such  
448 majority of the Board is present at said meeting, a majority of the directors present may adjourn the meeting from  
449 time to time; and provided further, that the Secretary shall notify any absent directors of the time and place of such  
450 adjourned meeting. The act of a majority of the directors present at a meeting at which a quorum is present shall be  
451 the act of the Board, except as otherwise provided in these by-laws. Motions and resolutions submitted to the Board  
452 may be adopted or rejected by a voice vote, duly recorded by the Secretary.  
453

454 **SECTION 6. Attendance By Teleconference.** Any director who is unable to be physically present at the  
455 designated time and place of any meeting of the Board may attend and participate in any Board meeting by means of  
456 telephone teleconferencing. Directors attending a meeting of the Board by means of teleconferencing shall be  
457 counted in determining the existence of a quorum.  
458

## 459 **ARTICLE VI**

### 460 **OFFICERS AND GENERAL MANAGER**

461 **SECTION 1. Officers.** The officers of the Cooperative shall be a President, Vice President, Secretary,  
462 Treasurer, and such other officers as may be determined by the Board from time to time. The offices of Secretary  
463 and Treasurer may be held by the same person.  
464

465 **SECTION 2. Election and Term of Office.** The officers shall be elected annually by and from the Board  
466 at the meeting of the Board held immediately after the annual meeting of the members. If the election of officers  
467 shall not be held at such meeting, such election shall be held as soon thereafter as is convenient. Each officer shall  
468 hold office until the first meeting of the Board following the next succeeding annual meeting of the members or until  
469 his successor shall have been elected and shall have qualified. A vacancy in any office shall be filled by the Board  
470 for the unexpired portion of the term.  
471

472 **SECTION 3. Removal of Officers.**  
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- 474 (a) Any officer elected or appointed by the Board may be removed by the Board whenever in its  
475 judgment the best interests of the Cooperative will be served thereby.  
476  
477 (b) In addition, any member of the Cooperative may bring charges against any of its officers by filing  
478 with the Secretary such charges in writing, together with a petition signed by ten per centum of the  
479 members, and may request the removal of such officer by reason thereof. The officer against  
480 whom such charges have been brought shall be informed in writing of the charges at least ten days  
481 prior to the Board meeting at which the charges are to be considered and shall have an opportunity  
482 at the meeting to be heard in person or by counsel and to present evidence in respect of the  
483 charges; and the person or persons bringing the charges against the officer shall have the same  
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486 opportunity. In the event the Board does not remove such officer, the question of his/her removal  
487 shall be considered and voted upon at the next meeting of the members.  
488

489 (c) When a person holding an office ceases to be a director, that person thereupon simultaneously  
490 ceases to hold that office.  
491

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

493 (a) be the principal executive officer of the Cooperative and, unless otherwise determined by the  
494 members or by the Board, shall preside at all meetings of the members and of the Board;  
495

496 (b) sign any deeds, mortgages, deeds of trust, notes, bonds, contracts or other instruments authorized  
497 by the Board to be executed, except in cases in which the signing and execution thereof shall be  
498 expressly delegated by the Board or by these by-laws to some other officer or general manager of  
499 the Cooperative, or shall be required by law to be otherwise signed or executed; and  
500

501 (c) in general perform all duties incident to the office of President and such other duties as may be  
502 prescribed by the Board from time to time.  
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505 **SECTION 5. Vice President.** In the absence of the President, or in the event of his/her inability or refusal  
506 to act, the Vice President shall perform the duties of the President, and when so acting shall have all the powers of  
507 and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from  
508 time to time may be assigned to him/her by the President or the Board.  
509

510 **SECTION 6. Secretary.** The Secretary shall:

511 (a) keep the minutes of the meetings of the members and of the Board in books provided for that  
512 purpose;  
513

514 (b) see that all notices are duly given in accordance with these by-laws or as required by law;  
515

516 (c) be custodian of the corporate books and records and the seal of the Cooperative and affix the seal  
517 of the Cooperative to all documents, the execution of which on behalf of the Cooperative under its  
518 seal is duly authorized in accordance with the provisions of these by-laws;  
519

520 (d) keep a register of the names and mailing addresses of all members;  
521

522 (e) keep on file at all times a complete copy of the Articles of Incorporation and by-laws and of all  
523 amendments thereto and shall make these documents available for inspection to any member upon  
524 reasonable request;  
525

526 (f) delegate to employees of the Cooperative such taking of minutes, keeping of records, noticing of  
527 meetings and other duties as necessary or desired for efficient operation of the Cooperative; and  
528

529 (g) in general perform all duties incident to the office of Secretary and such other duties as from time  
530 to time may be assigned to him/her by the Board.  
531

532 **SECTION 7. Treasurer.** The Treasurer shall:

533 (a) have custody of and be responsible for supervising all funds and securities of the Cooperative.  
534

535 (b) be responsible for supervising the receipt of and the issuance of receipts for all monies due and  
536 payable to the Cooperative and for the deposit of all such monies in the name of the Cooperative  
537 in such bank or banks as shall be selected in accordance with the provisions of these by-laws;  
538

539 (c) delegate to employees of the Cooperative such duties as necessary or desired for efficient  
540 operation of the Cooperative; and  
541  
542

- 543  
544 (d) in general perform all the duties incident to the office of Treasurer and such other duties as from  
545 time to time may be assigned to him/her by the Board.  
546

547 **SECTION 8. General Manager.** The Board may appoint a general manager who may be, but who shall  
548 not be required to be, a member of the Cooperative. The general manager shall perform such duties and shall  
549 exercise such authority as the Board may from time to time vest in him/her.  
550

551 **ARTICLE VII**

552 **NON-PROFIT OPERATION**

553  
554  
555 The Cooperative shall at all times be operated on a cooperative, non-profit basis for the mutual benefit of  
556 its members. No interest or dividends shall be paid or payable by the Cooperative on any capital furnished by its  
557 members.  
558

559 **ARTICLE VIII**

560 **DISPOSAL OF PROPERTY**

561  
562 Subject to the provisions of AS.10.25.400, the Cooperative may not sell, lease or otherwise dispose of more  
563 than 15 percent of the Cooperative's assets, less depreciation, as reflected on the books of the Cooperative at the  
564 time of the transaction unless such sale, lease or other disposition is authorized at a meeting of the members thereof  
565 by the affirmative vote of not less than two-thirds of the members voting on the transaction, if the number of  
566 members voting to approve it constitutes a majority of all the members of the Cooperative, and unless the notice of  
567 such proposed sale, lease or other disposition will have been contained in the notice of the meeting; provided,  
568 however, that notwithstanding anything herein contained, the Board of the Cooperative, without authorization by the  
569 members thereof, will have full power and authority to authorize the execution and delivery of a mortgage or  
570 mortgages or a deed or deeds of trust upon, or the pledging or encumbering of, any or all of the property, assets,  
571 rights, privileges, licenses, franchises and permits of the Cooperative, whether acquired or to be acquired, and  
572 wherever situated, as well as the revenues and income there from, all upon such terms and conditions as the Board  
573 will determine, to secure any indebtedness of the Cooperative; and provided further that the Board may, (upon the  
574 authorization of a majority of those members of the Cooperative voting on the issue in an election in which at least  
575 10 percent of the eligible members return ballots) subject to AS.10.25.400, sell, lease, or otherwise dispose of all or  
576 a substantial portion of its property to another Cooperative or to the State.  
577

578  
579 **ARTICLE IX**

580 **SEAL**

581  
582  
583 The corporate seal of the Cooperative will have inscribed thereon the name of the Cooperative and the  
584 words "Corporate Seal Alaska."  
585

586 **ARTICLE X**

587 **FINANCIAL TRANSACTIONS**

588  
589  
590 **SECTION 1. Accounting System and Reports.** The Board shall cause to be established and maintained  
591 a complete accounting system for the Cooperative. The Board shall also, after the close of each fiscal year, cause to  
592 be made by a certified public accountant a full and complete audit of the accounts, books and financial conditions of  
593 the Cooperative as of the end of such fiscal year. A report of such audit shall be submitted to the members at the  
594 next following annual meeting.  
595

596 **SECTION 2. Contracts.** Except as otherwise provided in these by-laws, the Board may authorize any  
597 officer or the general manager to enter into any contract or execute and deliver any instrument in the name and on  
598 behalf of the Cooperative, and such authority may be general or confined to specific instances.  
599

