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**ARTICLES OF INCORPORATION**

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**BYLAWS**

**As Amended 6/14/2008**

**Coos-Curry Electric Cooperative, Inc.**  
**Articles of Incorporation & Bylaws**  
*As amended June 14, 2008*



# **I N D E X**

## **ARTICLES OF INCORPORATION**

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**Articles of Incorporation**  
**of**  
**Coos-Curry Electric Cooperative, Inc.**  
*As amended June 14, 2008*



**ARTICLE I**

The name of the Corporation is  
**Coos-Curry Electric Cooperative, Inc.**

**ARTICLE II**

The object or objects and purpose or purposes for which the Corporation is formed are:

(a) To generate, manufacture, purchase, acquire and accumulate electric energy for its members and to transmit, distribute, furnish, sell and dispose of such electric energy to its members, and to construct, erect, purchase, lease as lessee and in any manner acquire, own, hold, maintain, operate, sell, dispose of, lease as lessor, exchange and mortgage plants, buildings, works, machinery, supplies, apparatus, equipment, and electric transmission and distribution lines or systems necessary, convenient or useful for carrying out and accomplishing any or all of the foregoing purposes;

(aa) To construct and own facilities for the generation of electric energy, and to dispose of any surplus electric energy not required by its members in any lawful manner, or to participate in the construction and ownership of facilities to generate electric energy for the Corporation and other public, cooperative or private distributors or users of electric energy in cooperation with other persons, firms, corporations, or units of federal, state or municipal government, either as a member of a federated cooperative association, joint venture, part owner, stockholder in any corporation organized pursuant to the laws of the United States of America or of the State of Oregon, or in any other manner.

(b) To purchase, acquire and accumulate other utility services for its members and to transmit, distribute, furnish, sell and dispose of such other utility services to its members, to sink wells and shafts, and to make, build and construct, lay down and maintain reservoirs, cisterns, culverts, filterbeds, main and other pipes and appliances, and to construct, erect, purchase, lease as lessee and in any manner acquire, own, hold, maintain, operate, sell, dispose of, lease as lessor, exchange and mortgage plants, buildings, works, machinery, supplies, apparatus, equipment and systems necessary, convenient or useful for carrying out and accomplishing any or all of the foregoing purposes;

(c) To acquire, own, hold, use, exercise, and, to the extent permitted by law, to sell, mortgage, pledge, hypothecate and in any manner dispose of franchises, rights, privileges, licenses, rights of way and easements necessary, useful or appropriate to accomplish any or all of the purposes of the Corporation;

(d) To purchase, receive, lease as lessee, or in any other manner acquire, own, hold, maintain, use, convey, sell, lease as lessor, exchange, mortgage, pledge or otherwise dispose of any and all real and personal property or any interest therein necessary, useful, or appropriate to enable the Corporation to accomplish any or all of its purposes;

(e) To assist its members to provide to their premises and install therein electrical and gas appliances and services, cable and satellite appliances and plumbing appliances, fixtures, machinery, supplies, apparatus and equipment of any and all kinds and character, (including, without limiting the generality of the foregoing, such as are applicable to water supply and sewage disposal) and, in connection therewith and for such purposes to purchase, acquire, lease, sell, distribute, install and repair electrical, gas, cable, satellite and plumbing appliances, fixtures, machinery, supplies, apparatus and equipment of any and all kinds and character (including, without limiting the generality of the foregoing, such as are applicable to water supply and sewage disposal), and to receive, acquire, endorse, pledge, guarantee, hypothecate, transfer or otherwise dispose of notes and other evidence of indebtedness and all security therefor; and to create for any related purposes, subsidiary corporations to carry on the purposes set forth herein;

(f) To borrow money, to make and issue bonds, notes and other evidence of indebtedness, secured or unsecured, for moneys borrowed or in payment for property acquired, or for any of the other objects or purposes of the corporation; to secure the payment of such bonds, notes, or other evidences of indebtedness by mortgages, or deed or deeds of trust upon, or by the pledge of or other lien upon, any or all of the property, rights, privileges or permits of the Corporation, wheresoever situated, acquired, or to be acquired; and

(g) To do and perform, either for itself or its members, any and all acts and things, and to have and exercise any and all powers, as may be necessary or convenient to accomplish any or all of the foregoing purposes or as may be permitted by the Act under which the Corporation is formed. The corporation shall render no service to or for the public.

### ARTICLE III

**Section 1.** The Corporation is formed without any purpose of pecuniary profit to itself and shall have no capital stock.

**Section 2.** Any person, firm, corporation or body politic may become a member in the Corporation upon payment of the membership fee hereinafter specified by:

(a) Agreeing to purchase from the Corporation electric energy, or other utility services, or any or all utility services provided as hereinafter specified; provided, however, that a member who purchases electric energy and other utility services shall be entitled to only one vote at meetings of members; and

(b) Agreeing to comply with and be bound by the articles of incorporation of the Corporation and the Bylaws and any amendments thereto and such rules and regulations as may from time to time be adopted by the Board of Directors;

Provided, however, that no person, firm, corporation or body politic shall become a member unless and until he or it has been accepted for membership by a Board of Directors of the members.

A husband and wife or domestic partners that have joined in a civil union (hereinafter, a partner or partners) may jointly become a member and their application for a joint membership may be accepted in accordance with the foregoing provisions of this section, provided the husband and wife or partners comply jointly with the provisions of this section.

**Section 3.** The nonrefundable membership fee shall be \$5.00, but the Bylaws may provide for additional fees to be paid for more than one service connection.

**Section 4.** Each member shall, as soon as electric energy or other utility services shall be available, purchase from the Corporation either all electric energy or other utility services used on the premises referred to in the application of such member for membership; provided that each member must purchase either electric energy or other utility services but may purchase any or all utility services provided. Each member shall pay for the service received monthly at rates which shall from time to time be fixed by resolution of the Board of Directors; provided, however, that the electric energy or other utility services which the Corporation shall furnish to any member may be limited to such an amount as the Board of Directors shall from time to time determine. It is expressly understood that amounts paid for electric energy in excess of the cost of service are furnished by the members as capital and each member shall be credited with the capital so furnished as provided in the Bylaws. Each member shall pay to the Corporation for such electric energy or other utility services or any or all utility services provided such minimum amount or amounts due monthly as shall be fixed by the Board of Directors from time to time, regardless of the amount of electric energy or other utility services consumed. Each member shall also pay all obligations which may from time to time become due and payable by such member to the Corporation as and when the same shall become due and payable.

**Section 5.** The private property of the members of the Corporation shall be exempt from execution of the debts of the Corporation and no member shall be individually liable or responsible for any debts or liabilities of the Corporation.

**Section 6.** The Board of Directors of the Corporation may, by the affirmative vote of not less than two-thirds (2/3) of the members thereof, expel any member who shall have violated or refused to comply with any of the provisions of the articles of incorporation of the Corporation or the Bylaws or any rules or regulations adopted from time to time by the Board of Directors. Any member so expelled may be reinstated as a member by a vote of the members at any annual or special meeting of the members. The action of the members with respect to any such reinstatement shall be final.

**Section 7.** Any member may withdraw from membership upon payment in full of all debts and liabilities of such member to the Corporation and upon compliance with such terms and conditions as the Board of Directors may prescribe.

**Section 8.** Membership in the Corporation and a certificate representing the same shall not be transferable except as hereinafter otherwise provided, and upon the death, cessation of existence, expulsion or withdrawal of a member the membership of such member shall thereupon terminate and the certificate of membership of such member shall be null and void. Termination of membership in any manner shall not release the member from the debts or liabilities of such member to the Corporation.

**Section 9.** Each member shall be entitled to one (1) vote and no more upon each matter submitted to a vote at a meeting of the members. At all meetings of the members at which a quorum is present all questions shall be decided by a vote of a majority of the members voting thereon in person or by mail, except as otherwise provided by law, the articles of incorporation of the Corporation or the Bylaws. If the board submits a question by mail ballot, then the secretary shall mail to each member along with the notice of the meeting, the ballot on each such question and a voting envelope. The ballot may be cast only in a sealed envelope which is authenticated by the member's signature. A vote so cast shall be counted as if the member were present and voting in person. If a husband and wife or

partners hold a joint membership they shall jointly be entitled to one (1) vote and no more upon each matter submitted to a vote at a meeting of the members.

**Section 10.** As long as the total number of members does not exceed five hundred (500), at least ten per centum (10%) of the total number of members present in person shall constitute a quorum for the transaction of business at all meetings of the members. In case the total number of members shall exceed five hundred (500), then at least fifty (50) members present in person shall constitute a quorum for the transaction of business at all meetings of the members. If less than a quorum is present at any meeting, a majority of those present may adjourn the meeting from time to time without further notice.

#### **ARTICLE IV SALE, MERGER, CONVERSION TO CORPORATION AND DISSOLUTION**

**Section 1. Supersedes Inconsistent Articles and Bylaws.** The provisions of this Article IV shall supersede all other inconsistent provisions of these Articles and the Bylaws of the Cooperative, and shall govern the interpretation and application of all matters within the scope of this Article IV.

**Section 2. Scope.** The notice, quorum and voting requirements of this Article IV shall apply whenever the Board of Directors or members of the Cooperative consider, propose or adopt:

- (a) a sale, lease, exchange or other disposition of all, or substantially all, the property and assets of the Cooperative to or with a domestic or foreign business corporation subject to Oregon Revised Statutes, Chapter 57;
- (b) a voluntary dissolution of the Cooperative;
- (c) a merger of the Cooperative with or consolidation into a domestic or foreign business corporation subject to Oregon Revised Statutes, Chapter 57; or
- (d) an amendment to the Cooperative's Articles of Incorporation which would convert the Cooperative into a domestic business corporation subject to Oregon Revised Statutes, Chapter 57.

**Section 3. Requirements.**

(a) An affirmative vote of two-thirds of the directors is required for the Board of Directors to take or approve any action within the scope of Section 2 of this Article IV.

(b) If the Board of Directors shall resolve to submit to the members for a vote at any annual or special meeting any resolution or recommendation within the scope of Section 2 of this Article IV, then the Board of Directors shall give written notice to each member of the Board's intention to call a special meeting of the members to vote on the resolution after the expiration of 180 days from the date of the Board's resolution. The notice shall include the following information:

- (1) The date of the Board's resolution and the date after which the Board will call a special meeting for a vote on the resolution;
- (2) The full text of the Board's resolution; and
- (3) An objective explanation of the proposed action which is the subject of the resolution.

Upon the expiration of 180 days, the Board shall call a special meeting in accordance with the Cooperative's Bylaws to submit the proposed resolution to a vote of the members.

(c) Ten per cent (10%) of the members present in person shall constitute a quorum at any regular or special meeting at which the members will vote on any matter within the scope of Section 2 of this Article IV.

(d) No member's vote may be cast by proxy on any matter within the scope of Section 2 of this Article IV.

(e) An affirmative vote of two-thirds of all members is required to approve any action with the scope of Section 2 of this Article IV.

**Section 4. Severability.** In the event any provision, condition or part thereof of this Article IV shall be finally determined by a court of competent jurisdiction to be invalid, void, or voidable, the remaining provisions and conditions shall be and remain in full force and effect.

**Section 5. Amendment of this Article.** The Cooperative may alter, amend or repeal this Article IV in the manner provided by law, provided that an affirmative vote of two-thirds of all members shall be required to alter, amend or repeal all or any part of this Article IV.

#### **ARTICLE V**

**Section 1.** Except as limited elsewhere in these articles or in the Bylaws of the Corporation, the business and affairs of the Corporation shall be vested in and managed and controlled by a Board of Directors and the officers of the Corporation shall be a chairman of the board a vice chairman, a treasurer and a secretary. The offices of Secretary and Treasurer may be held by the same person.

**Section 2.** The officers of the Corporation shall be elected, by ballot, by and from the members of the Board of Directors at such times and for such terms of office as shall be provided in the Bylaws of the Corporation.

**Section 3.** The number of directors shall be not less than 5 or more than 9. Directors shall be elected in accordance with the provisions of the Bylaws.

**Section 4.** The Bylaws shall make provisions for the removal of directors and the filling of vacancies so created. Bylaws may also provide the divisions of the territory served by the Corporation into voting districts, and for the election of directors directly by such voting districts, or by a body of delegates elected by such voting districts.

**Section 5.** The directors, as such, shall not receive any compensation for their services, but the Bylaws may provide for reimbursement for reasonable expenses incurred in connection with the performance of their duties.

#### **ARTICLE VI**

**Section 1.** Membership in the Corporation shall be evidenced by a certificate of membership which shall be in such form and contain such provisions as shall be determined by the Board of Directors not contrary to, or inconsistent with, these articles of incorporation or the Bylaws of the Corporation. Such certificate shall be signed by the Chairman of the Board and by the Secretary of the Corporation and the corporate seal shall be affixed thereto.

**Section 2.** No membership certificate shall be issued for less than the membership fee, nor until such membership fee has been fully paid and such payment has been noted on the books of the Corporation.

**Section 3.** In case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and such indemnity to the Corporation as the Board of Directors may prescribe.

**Section 4.** Bylaws may be adopted, altered, amended or repealed by the members at any regular or special meeting, provided that notice of such meeting shall have contained a copy of the proposed adoption, alteration, amendment, or repeal.

**Section 5.** The Bylaws of the Corporation may define and fix other duties and responsibilities of the members and prescribe other terms and conditions upon which members shall be admitted to and retain membership in the Corporation, make provisions for annual and special meetings of the members and directors and notices thereof, provide for methods of voting, quorum requirements, and other matters relating to the internal organization and management of the Corporation, provided that such provisions shall not be inconsistent with these articles of incorporation or the laws of the State of Oregon.

#### **ARTICLE VII**

The term of existence of the Corporation shall be perpetual.

#### **ARTICLE VIII**

The operation of the Corporation shall be carried on in the Counties of Coos and Curry in the State of Oregon and in such other counties in the State of Oregon and in the United States of America as the Board of Directors may from time to time decide.

#### **ARTICLE IX**

The Corporation may amend, alter, change or repeal any provisions contained in these articles of incorporation in the manner now or hereafter prescribed by law.

**BYLAWS**  
**of**  
**COOS-CURRY ELECTRIC COOPERATIVE, INC.**



*As amended June 14, 2008*

**ARTICLE I**  
**MEMBERS**

**Section 1. Requirements for Membership.** Any person, firm, association, corporation or body politic or subdivision thereof will become a member of Coos-Curry Electric Cooperative, Inc. (hereinafter called the "Cooperative") upon receipt of electric service from the Cooperative, provided that he or it has first:

- (a) Made a written application for membership therein;
- (b) Agreed to purchase from the Cooperative electric energy, or other utility services, or any or all utility services provided as hereinafter specified;
- (c) Agreed to comply with and be bound by the articles of incorporation and Bylaws of the Cooperative and any rules and regulations adopted by the board \*, and
- (d) Paid the membership fee hereinafter specified. Membership fee is not refundable.

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

\*The word "board" is used herein to refer to the Board of Directors or Board of Trustees.

**Section 2. Membership Certificates.** Membership in the Cooperative shall be evidenced by a membership certificate which shall be in such form and shall contain such provisions as shall be determined by the board. Such certificate shall be signed by the Chairman of the Board and by the Secretary of the Cooperative and the corporate seal shall be affixed thereto. No membership certificates shall be issued for less than the membership fee fixed in these Bylaws, nor until such membership fee has been fully paid for. In case a certificate is lost, destroyed, or mutilated, a new certificate may be issued therefor upon such uniform terms and indemnity to the Corporation as the Board may prescribe.

**Section 3. Nonrefundable Membership Fees.** The nonrefundable membership fee shall be \$5.00, upon payment of which a member shall be eligible for one service connection. Service connection may be electric, other utility services or any or all utility services provided.

**Section 4. Purchase of Electric Energy or Other Utility Services.** Each member shall, as soon as electric energy or other utility services or any or all utility services provided shall be available, purchase from the Cooperative either all electric energy or all other utility services purchased for use on the premises specified in the application of such member for membership; provided that each member must purchase either electric energy or other utility services but may purchase any or all utility services provided. Each member shall pay for the service received monthly at rates which shall from time to time be fixed by resolution of the Board of Directors; provided, however, that the electric energy or other utility services which the Cooperative shall furnish to any member may be limited to such amount as the Board of Directors shall from time to time determine. It is expressly understood that amounts paid for electric energy 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 these Bylaws. Each member shall pay to the Cooperative for such electric energy or other utility services such minimum amount or amounts per month as shall be fixed by the Board of Directors from time to time regardless of the amount of electric energy or other utility services consumed. Each member shall pay all obligations which may from time to time become due and payable by such member to the Cooperative as and when the same shall become due and payable. Production or use of electric energy on such premises, regardless of the source thereof, by means of facilities which shall be interconnected with Cooperative facilities, shall be subject to appropriate regulations as shall be fixed from time to time by the Cooperative.

**Section 5. Joint Membership.** A husband and wife or partners 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 Bylaws shall be deemed to include a husband and wife or partners 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 of 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 board member, provided that both meet the qualifications for such office.

**Section 6. 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 or her spouse or partner to comply with the articles of incorporation, bylaws and rules and regulations adopted by the board. The outstanding membership certificate shall be reissued by the Cooperative in such manner as shall indicate the changed membership status.

(b) Upon the death of either spouse or partner who is a party to the joint membership, such membership shall be held solely by the survivor. The outstanding membership certificate shall be reissued in such manner as shall indicate the changed membership status, provided, however, that the estate of the deceased shall not be released from any debts due the Cooperative.

**Section 7. Termination 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 all members of the board, expel any member who fails to comply with any of the provisions of the articles of incorporation, bylaws or rules or regulations adopted by the board, but only if such member shall have been given written notice by the Cooperative that such failure makes him 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 vote of the board or by vote of the members at any annual or special meeting. The membership of a member who for a period of six (6) months after service is available to him, has not purchased electric energy from the Cooperative, or of a member who has ceased to purchase energy from the Cooperative, may be cancelled by resolution of the board.

(b) Upon the withdrawal, death, cessation of existence or expulsion of a member, the membership of such member shall thereupon terminate, and the membership certificate of such member shall be null and void. Termination of membership in any manner shall not release a member or his estate from any debts due the Cooperative.

**Section 8. Non-Liability for Debts of the Cooperative.** The private property of the members of the Cooperative shall be exempt from execution for the debts of the Cooperative and no member shall be individually liable or responsible for any debts or liabilities of the Cooperative.

## ARTICLE II MEETINGS OF MEMBERS

**Section 1. Annual Meeting.** The annual meeting of members shall be held one day in May, June, or July of each year and at such place within Coos or Curry County, State of Oregon, as shall be designated by the Board of Directors in the notice of the meeting for the purpose of electing directors, passing upon reports covering the previous fiscal year and transacting such other business as may come before the meeting. If the day fixed for the annual meeting shall be a Sunday or legal holiday, such meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein for any annual meeting or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members as soon thereafter as conveniently may be. Failure to hold the annual meeting at the designated time shall not work a forfeiture or dissolution of the Cooperative.

**Section 2. Special Meetings.** Special meetings of the members may be called by the Board of Directors or upon written request signed by at least ten per centum (10%) of all the members and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. Special meetings of the members may be held at any place within the counties of Coos or Curry in the State of Oregon specified in the notice of the special meeting.

**Section 3. Notice of Members' Meetings.** Written notice stating the place, day and hour of the meeting, and in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered to each member by mail not less than twenty (20) days nor more than forty (40) days before the date specified on the notice for the receipt of the notice, at the direction of the Secretary. When mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the member at the member's address as it appears

on the records of the Cooperative, with postage thereon prepaid. The failure of any member to receive notice of the annual or special meeting of the members shall not invalidate any action which may be taken by the members at any such meeting or any final vote-by-mail results.

**Section 4. Quorum.** As long as the total number of members does not exceed five hundred (500), at least ten per centum (10%) of the total number of members present in person shall constitute a quorum for the transaction of business at all meetings of the members. In case the total number of members shall exceed five hundred (500), then at least fifty (50) members present in person shall constitute a quorum for the transaction of business at all meetings of the members. If less than a quorum is present at any meeting, a majority of those present may adjourn the meeting from time to time without further notice.

**Section 5. Voting.** Each member shall be entitled to one (1) vote and no more upon each matter submitted to vote. All voting shall be by mail in accordance with Section 6. All meetings of members shall be informational in nature and for the purpose of encouraging discourse on matters affecting the business of the Cooperative. If a vote of the members is deemed appropriate by the board or a vote is required by law, the Articles of Incorporation, or these Bylaws, it shall be the duty of the Secretary to prepare a written ballot to be mailed to the members.

**Section 6. Voting by Mail.** All votes by members required by law, the Articles of Incorporation of the Cooperative, or these Bylaws, shall be by mail. The Secretary shall send a written ballot together with an exact copy of any resolution, election ballot or other matter to be voted upon and a voting envelope to each member by mail not less than twenty (20) days nor more than forty (40) days before the date specified on the ballot for the receipt of the ballot. The member shall vote and seal the ballot in an envelope which is authenticated by the member's signature. If there is a joint membership, the members sharing the membership jointly shall be entitled to one (1) vote and no more upon each matter submitted to a vote. The signature of one joint member shall be deemed to authenticate the ballot. Mailed ballots shall be deemed to be delivered to the member when deposited in the United States Mails, addressed to the member at the member's address as it appears on the records of the Cooperative, with postage thereon prepaid. The completed ballot must be received at the address designated by the Cooperative, by the date specified on the ballot for receipt of the ballot. A vote cast by mail shall be counted as if the member were present and voting in person. The results of any members' vote by written ballot shall be given by immediate posting at all offices of the Cooperative, a written insert in the next member billing statement, a news release, and such other cost-effective means as determined by the board to be most likely to reach the members as soon as reasonably possible after the results are tabulated and confirmed. The failure of any member to receive a ballot shall not invalidate any such vote.

**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:

1. Call of the roll
2. Reading of the notice of the meeting and proof of the due publication of mailing thereof, or the waiver or waivers of notice of the meeting, as the case may be
3. Reading of unapproved minutes of previous meetings of the members and the taking of necessary action thereon
4. Presentation and consideration of and acting upon, reports of officers, directors and committees
5. Announce vote-by-mail results
6. Unfinished business
7. New business
8. Member comments and questions
9. Adjournments.

### **ARTICLE III DIRECTORS**

**Section 1. General Powers.** The business and affairs of the Cooperative shall be managed by a board of not less than five (5) or more than nine (9) directors who shall exercise all of the powers of the Cooperative except such powers as are by law or by the Articles of Incorporation of the Cooperative or by these Bylaws conferred upon or reserved to the members.

**Section 2. Qualification and Tenure.** Directors shall be elected, by and from the members, in the manner and for the terms specified in the bylaws. The following qualifications are established for candidates for the office of director and for holding such office:

(a) He shall be a citizen of the United States of America, a member of the Cooperative in good standing, of good moral character, and an elector of the State of Oregon.

(b) Each nominee shall be a connected consumer of electric energy of the Cooperative, shall receive electric energy from the Cooperative at his principal place of residence, and at the time of nomination shall have been a member and resided in the zone from which he is nominated for a period of not less than one year.

(c) He shall not be an officer, employee, or financially interested in any competing enterprise, or utility engaged in the transmission, distribution or sale of energy in the State of Oregon, or any enterprise or agency selling electrical energy to the Cooperative, nor have any other interests adverse to those of the Cooperative, but nothing herein shall be construed to apply to contracts let to the lowest bidder after a public bidding, nor to isolated transactions in the ordinary course of business, or transactions specifically approved by the Board of Directors.

(d) He shall not be an employee of the Cooperative, and shall not have been an employee of the Cooperative for the previous three (3) years.

(e) He shall subscribe to and comply with an oath of office substantially worded as follows: " I (name) do solemnly swear (or affirm) that I will support the Constitution and laws of the United States of America and the State of Oregon; and that I will faithfully conduct myself as a director of Coos-Curry Electric Cooperative, Inc."

The Board of Directors shall determine that each nominee has such qualifications before his name is placed on the ballot and that each director-elect has such qualifications before taking office. Any director lacking such qualifications shall be subject to removal in the manner provided in Article V, Section 13 of the Bylaws.

(f) Each Director must become a National Rural Electric Cooperative Association Credentialed Cooperative Director within the first thirty-three months of election.

(g) In construing this section, and all provisions of these Bylaws, and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

### **Section 3. Nominations.**

(a) There will be seven (7) directors. Five (5) directors will directly represent the five (5) districts, and two (2) will be at-large positions. The two at-large directors will be, one from Districts 1 and 2 (Brookings/Harbor) and one from Districts 3, 4, and 5 (Gold Beach, Port Orford/Langlois, Coquille/Myrtle Point/Bandon).

(1)

#### ***District representatives/directors.***

Each district representative shall represent one of the five (5) territorial districts, and shall be elected for a term of three years, or until his successor has been elected to complete the remaining term. The elections for directors for three-(3)-year terms for the territorial districts shall be as follows: 2008 (District 4), 2009 (District 1 and District 3), and 2010 (District 2 and District 5).

There will be five (5) directors that represent the five (5) territorial districts that are legally described as follows:

#### **DISTRICT 1:**

That part of Curry County lying South of Township 38 South and East of Old Highway 101 extending eastward to the Josephine County line. (Former zone 1)

and

Beginning at the North line of Township 39 South, and the Pacific Ocean; thence along said North line to the West side of old Highway 101; thence South along the West side of old Highway 101 to the California State line; thence West along California line to the Pacific Ocean; thence North along the Pacific Ocean shoreline to the North line of Township 39 South, the point of beginning. (Former zone 2)

#### **DISTRICT 2:**

That part of Curry County lying South of Township 38 South and East of Old Highway 101 extending eastward to the Josephine County line. (Former zone 1)

and

Beginning at the North line of Township 39 South, and the Pacific Ocean; thence along said North line to the West side of old Highway 101; thence South along the West side of old Highway 101 to the California State line; thence West along California line to the Pacific Ocean; thence North along the Pacific Ocean shoreline to the North line of Township 39 South, the point of beginning. (Former zone 2)

#### **DISTRICT 3:**

Beginning at the mouth of the Rogue River in Township 36 South R15 WWM; thence upstream along the thread of the Rogue River to the East line of R13 WWM. Thence South along said East line to the North line of Township 36 South; thence East along said Township line to the Curry-Josephine County line; thence southerly along said County line to the South line of Township 38 South; thence West along said Township line to the Pacific Ocean; thence along the Pacific Ocean shoreline to the mouth of the Rogue River, the point of beginning. (Former zone 3)

and

Beginning at the North line of Township 34 South, and the Pacific Ocean; thence East along said Township line to the Curry-Josephine County line; thence southerly along said County line to South line of Township 35 South; thence

West along said Township line to the West line Range 12 WWM; thence North to the thread of the Rogue River; thence downstream along said thread to the Pacific Ocean; thence North along Pacific Ocean shoreline to the North line of Township 34 South, the point of beginning. (Former zone 4)

**DISTRICT 4:**

Beginning at the mouth of the Sixes River in Township 31 South, R16 WWM; thence upstream along the thread of the Sixes River to the West line Range 13 WWM; thence North along said line to the North line of Township 32 South; thence East along said Township line to the Coos-Douglas County line; thence southerly along the eastern boundary lines of Coos and Curry Counties to the South line of Township 33 South; thence West along said Township line to the Pacific Ocean; thence North along the Pacific Ocean shoreline to the mouth of the Sixes River, the point of beginning. (Former zone 5)

and

Beginning at the North line of Township 29 South and the Pacific Ocean; thence East along said Township line to the East line of Range 14 WWM; thence South along said East line to a point where it intersects the thread of the Sixes River; thence downstream along said thread to the mouth of said Sixes River; thence North along Pacific Ocean shoreline to the North line of Township 29 South, the point of beginning. (Former zone 6)

**DISTRICT 5:**

Beginning at the intersection of the North line of Township 29 South and West line Range 13 WWM; thence East along said Township line to the East line Range 12 WWM; thence South along said East line to the South line of Township 31 South; thence West along said line to the West line Range 13 WWM; thence North along said Range line to the North line of Township 29 South, the point of beginning. (Former zone 7)

and

Beginning at the North line of Township 26 South and the Pacific Ocean; thence East along said Township line to the East line of Range 12 WWM; thence South along said East line to the South line of Township 28 South; thence West along said Township line to its intersection with the Pacific Ocean; thence North along the Pacific Ocean shoreline to the North line of Township 26 South, the point of beginning. (Former zone 8)

And

Beginning at the intersection of the North line of Township 26 South and the West line of Range 11 WWM; thence East along said Township line to the NE corner of Section 4, Township 26 South, Range 9 WWM; thence south along the East line of said Section 4, and continuing South to the South line of Township 28 South; thence West along said Township line to the East line of Range 10 WWM; thence South along said Range line to the NW corner of Sec. 7, Township 30 S, R 9 WWM; thence East along the North section line of Sec. 7, 8, 9 & 10 to the NE corner of Sec. 10, T 30 S, R 9 WWM; thence South along the East line of Sec. 10 and Sec. 15 to the SE corner of Sec. 15, T 30 S, R 9 WWM; thence West along the South line of said Sec. 15, 16, 17 & 18 to the SW corner of Sec. 18, T 30 S, R 9 WWM; which point is also the East line of Range 10, thence south along said East line to the South line of T 31 S; thence West along said Township line to the West line of Range 11 WWM; thence North along said Range line to the North line of Township 26 South, the point of beginning. (Former zone 9)

**(2)**

***At large directors.***

In 2008, the board of directors will be expanded from 5 members to 7 members. The two added director positions will be at-large director positions: one to be elected from District 1 and 2 (Brookings/Harbor); and one to be elected from Districts 3, 4, and 5 (Gold Beach, Port Orford/Langlois, and Coquille/Myrtle Point/Bandon). If these additional director positions are approved, they will be appointed by the existing board of directors until the 2009 Annual Meeting. The at-large director positions for both (Districts 1 and 2) and (Districts 3, 4, and 5) would be appointed for one year. In 2009, the at-large director position for Districts 1 and 2 would run for a two-year term and three years thereafter, and the at-large director position for Districts 3, 4, and 5 would run for a one-year term and three years thereafter.

(b) It shall be the duty of the Board of Directors to appoint, not less than 60 days before the date of a meeting of the members at which directors are to be elected, a committee on nominations within each zone, consisting of not less than three members. No officer or member of the Board of Directors shall be appointed to any such committee. Each committee shall prepare not less than 60 days prior to the date of the meeting of the members a list of one or more nominations for directors, each nominee to be a member residing within the same zone as the committee nominating him. There shall be separate nominating committees for each director position that shall nominate at least one (1) member for each district position and at-large position open for election. The incumbent shall automatically be one of the candidates nominated if that director desires to run for reelection. The Secretary shall cause the list to be posted at the principal office of the Cooperative not less than 30 days prior to the date of the meeting.

(c) Any fifteen or more members in a zone may make other nominations for that zone in writing over their signatures not less than sixty (60) days prior to the meeting. The Secretary shall post the same at the same place where the lists of nominations made by the committee are posted.

(d) A ballot marked "Ballot for Directors" containing the names of all nominees arranged by zones and alphabetically within zones and with "incumbent" beside the incumbent's name shall be mailed with the notice of the meeting. The Secretary shall also mail with the notice of the meeting a statement that one director is to be elected within each zone showing which nominations were made by the committees and which by petition, and informing the members of the manner in which they may vote by mail for directors as provided in this section.

(e) Each member shall be entitled to vote for one director in each zone by marking on the ballot as instructed the name of the candidate preferred in each zone, but no ballot shall be voided for failure to express a preference in all zones. If a husband and wife or partner hold a joint membership, their ballot shall be jointly cast.

The candidate in each zone receiving the largest number of votes shall be elected as director from such zone.

(f) Members will vote by mail by returning the authenticated ballot bearing the name and signature of the member, or the name and signature of one of the parties of a joint ballot, to the address designated by the Cooperative. The ballot must be received by the Cooperative by no later than the date designated by the Cooperative.

(g) At each annual meeting the members shall also elect a director to fill the unexpired portion of term of any director who has resigned, died, been removed, or otherwise vacated his office. Candidates to fill such portion of term shall be from the same zone as the director who has vacated the office.

**Section 4. Vacancies.** Subject to the provisions of these Bylaws with respect to the removal of the directors, vacancies occurring in the Board of Directors shall be filled by a majority vote of the remaining directors (though less than a quorum of the board), and directors thus elected shall serve for the unexpired term of the director's predecessor in office.

**Section 5. Compensation.** Directors as such shall not receive any salary for their services, but by resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed for attendance at each meeting of the Board of Directors, and provision may be made for allowance for necessary travel, insurance coverage, and other similar benefits. Except in emergencies, no director shall receive compensation for serving the Cooperative in any other capacity, nor shall any close relative of a director receive compensation for serving the Cooperative, unless such compensation shall be specifically authorized by a vote of the members.

**Section 6. Rules and Regulations.** The Board of Directors shall have power to make and adopt such rules and regulations, not inconsistent with law, the articles of incorporation of the Cooperative or these Bylaws, as it may deem advisable for the management, administration and regulation of the business and affairs of the Cooperative.

**Section 7. Accounting Systems and Reports.** The Board of Directors shall cause to be established and maintained a complete accounting system subject to applicable laws and rules and regulations of any regulatory body. All accounts of the Cooperative shall be examined by the Board of Directors at least four times a year. The Board of Directors shall also, after the close of each fiscal year, cause to be made a full and complete audit of the accounts, books and of the financial condition of the Cooperative as of the end of each fiscal year and within 120 days of the end of the Cooperative's previous fiscal year. Such audit reports shall be submitted to the members at the following annual meeting.

**Section 8. Separate Accounts for Electric and Other Utility Service Systems.** The Board of Directors shall cause to be kept separate records, books and accounts, in which shall be recorded all financial transactions of the Cooperative with respect to the construction, maintenance and operation of any and all other utility services systems acquired, owned and operated by the Cooperative. All revenue and income accruing from membership fees, charges, assessments, and other sources, in connection with the ownership and operation of said other utility services systems, shall be entered in such records, and all expenses and disbursements in connection therewith, including the payment of principal and interest on any capital acquisition loan incurred in the acquisition or operation of said system shall be entered therein. Should there ever be an excess of net earnings over all expenses, including payment of principal and interest on capital acquisition loans, and the creation of proper reserves arising out of ownership and operation of said other utility services systems, the same shall be subject to distribution as patronage refunds only to members of the Cooperative who use the Cooperative's other utility services facilities; provided, however, that nothing herein contained shall be deemed or construed to require the payment of patronage refunds.

#### **ARTICLE IV MEETINGS OF DIRECTORS**

**Section 1. Regular Meetings.** A regular meeting of the Board of Directors shall be held without notice other than this Bylaw, immediately after, and at the same place as, the annual meeting of the members. A regular meeting of the Board of Directors shall also be held monthly at such time and place as the Board of Directors may provide by resolution. Such regular monthly meetings may be held without notice other than such resolution fixing the time and place thereof.

**Section 2. Special Meetings.** Special meetings of the Board of Directors may be called by the Chairman of the Board or any three (3) directors. The person or persons authorized to call special meetings of the Board of Directors may fix the time and place for holding of any special meeting of the Board of Directors called by them.

**Section 3. Notice.** Notice of the time, place and purpose of any special meetings of the Board of Directors shall be given at least twenty-four (24) hours previous thereto, by written, verbal, telephonic, e-mail, or other electronic notice. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except in case a director shall attend a meeting for the express purpose of objecting to the transaction of any business because the meeting shall not have been lawfully called or convened.

**Section 4. Quorum.** A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, provided, that if less than a majority of the Board of Directors is present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

**Section 5. Manner of Acting.** The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors except as otherwise provided in these Bylaws.

## **ARTICLE V OFFICERS**

**Section 1. Number.** The officers of the Cooperative shall be a Chairman of the Board, Vice Chairman, Secretary and Treasurer and such officers as may be determined by the Board of Directors from time to time.

The offices of Secretary and Treasurer may be held by the same person.

**Section 2. Election and Terms of Office.** The officers shall be elected, by ballot, annually by and from the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the members. If the election of officers shall not be held at such meeting, then such election shall be held within ten (10) days after the annual election of directors. Each officer shall hold office until the first meeting of the Board of Directors following the next succeeding annual meeting of the members or until his successor shall have been duly elected and shall have qualified, subject to the provisions of these Bylaws with respect to the removal of officers.

**Section 3. Removal.** Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Cooperative will be served thereby.

**Section 4. Vacancies.** Except as otherwise provided in these Bylaws, a vacancy in any office may be filled by the Board of Directors for the unexpired portion of the term.

**Section 5. Chairman of the Board.** The Chairman of the Board

(a) shall be the principal executive officer of the Board of the Cooperative and shall preside at all meetings of the members and of the Board of Directors;

(b) shall sign, with the Secretary, certificates of membership, the issue of which shall have been authorized by resolution of the Board of Directors, and may sign any deeds, mortgages, deeds of trust, notes, bonds, contracts or other instruments authorized by the Board of Directors to be executed, except in cases in which the signing and execution thereof shall be expressly delegated by the Board of Directors or these Bylaws to some other officer or agent of the Cooperative, or shall be required by law to be otherwise signed or executed; and

(c) in general shall perform all duties incident to the office of chairman of the board and such other duties as may be prescribed by the Board of Directors from time to time.

**Section 6. Vice Chairman.** In the absence of the Chairman of the Board, or in the event of his inability or refusal to act, the Vice Chairman shall perform the duties of the Chairman of the Board and when so acting shall have all the powers of and be subject to all the restrictions upon the Chairman of the Board and shall perform such other duties as from time to time may be assigned to him by the Board of Directors.

**Section 7. Secretary.** The secretary shall be responsible for performing all duties normally incident to the office of Secretary and other such duties as from time to time may be assigned to him/her by the Board of Directors.

**Section 8. Treasurer.** The treasurer shall be responsible for performing all duties normally incident to the office of Treasurer and other such duties as from time to time may be assigned to him/her by the Board of Directors.

**Section 9. General Manager/Chief Executive Officer.** The Board of Directors may appoint a General Manager/Chief Executive Officer (GM/CEO) who may be, but who shall not be required to be, a member of the Cooperative. The General Manager/Chief Executive Officer shall perform such duties as the Board of Directors may from time to time require of him and shall have such authority as the Board of Directors may from time to time vest in him.

**Section 10. Bonds of Officers.** The Board of Directors shall require the Treasurer or any other officer of the Cooperative charged with responsibility for the custody of any of its funds or property to give bond in such sum and with such surety as the Board of Directors shall determine. The Board of Directors in its discretion may also require any other officer, agent or employee of the Cooperative to give bond in such amount and with such surety as it shall determine.

**Section 11. Compensation.** The compensation, if any, of any officer or agent who is also a director or close relative of a director or any employee who is a close relative of a director, shall be determined by the members, as provided elsewhere in these Bylaws, and the powers, duties and compensation of any other officers, agents, and employees shall be fixed by the Board of Directors.

**Section 12. Reports.** The officers of the Cooperative shall submit at each meeting of the members reports covering the business of the Cooperative for the previous fiscal year and showing the condition of the Cooperative at the close of such fiscal year.

**Section 13. Removal of Directors.** Any member may request a petition from the Cooperative for the removal of any member of the Board of Directors. The member shall return the petition to the Cooperative within 60 days with the signatures of at least 10% of all current members of the Cooperative. The Cooperative shall have 30 days to certify that the petition was signed by at least 10% of the current members of the Cooperative. The member(s) requesting the vote may submit a statement within 10 days of the certification of the petition not to exceed 500 words, stating the basis for the request for the removal of the Director(s). The Director(s) may also submit a statement refuting the alleged basis for the removal, to accompany the ballot, not to exceed 500 words to be submitted 20 days after the certification of the petition. Within 45 days of the certification of the petition, the Secretary shall prepare and mail to each member with the regular notice of a general or special meeting, a ballot calling for a vote on the removal of the Director(s). The notice shall include any statement by the member(s) requesting a vote and any statement by the Director(s). The written statement of reasons for removal shall be filed with the minutes of the meeting. By the affirmative vote of a majority of the total number of members voting, the members may remove the Director(s) and shall fill the vacancy at the same meeting.

The members may, at any meeting at which a director or directors shall be removed, as herein provided, elect a successor or successors thereto without compliance with the foregoing provisions with respect to nominations.

## **ARTICLE VI CONTRACTS, CHECKS AND DEPOSITS**

**Section 1. Contracts.** Except as otherwise provided in these Bylaws, the Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name and on behalf of the Cooperative, and such authority may be general or confined to specific instances.

**Section 2. Checks, Drafts, etc.** All checks, drafts or other orders for the payment of money and all notes, bonds or other evidence of indebtedness issued in the name of the Cooperative shall be signed by such officer or officers, agent or agents, employee or employees of the Cooperative and in such manner as shall from time to time be determined by resolution of the Board of Directors.

**Section 3. Deposits.** All funds of the Cooperative shall be deposited from time to time to the credit of the Cooperative in such bank or banks as the Board of Directors may select.

## **ARTICLE VII REVENUES AND RECEIPTS**

**Section 1. Interest or Dividends on Capital Prohibited.** The Cooperative shall at all times be operated on a cooperative non-profit basis for the mutual benefit of its patrons. No interest or dividends shall be paid or payable by the Cooperative on any capital furnished by its patrons.

**Section 2. Patronage Capital in Connection with Furnishing Electric Energy.** In the furnishing of electric energy the Cooperative's operations shall be so conducted that all patrons, members and non-members alike, 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 patrons, members and non-members alike, for all amounts received and receivable from the furnishing of electric energy in excess of operating costs and expenses properly chargeable against the furnishing of electric energy. 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 the patrons, members and non-members alike, as capital. The Cooperative is obligated to pay by credits to a capital account for each patron all such amounts in excess of operating costs and expenses. The books and records of the Cooperative shall be set up and kept in such a manner that at the end of each fiscal year the amount of capital, if any, so furnished by each patron is clearly reflected and credited in an appropriate record to the capital account of each patron. Upon request of any member as to the capital credits credited to his account, the Cooperative within a reasonable time, and at no cost to the member, shall provide such member with a statement of account of the member's capital credit. All such amounts credited to the capital account of any patron shall have the same status as though they had been paid to the patron in cash in pursuance of a legal obligation to do so and the patron had then furnished the Cooperative corresponding amounts for capital.

In the event of dissolution or liquidation of the Cooperative, after all outstanding indebtedness of the Cooperative shall have been paid, outstanding capital credits shall be retired without priority on a pro rata basis before any payments are made on account of property rights of members. If, at any time prior to the dissolution or liquidation, the Board of Directors shall determine that the financial condition of the Cooperative will not be impaired thereby, the capital then credited to patrons' accounts may be retired in full or in part. Any such retirement shall be made in order of priority according to the year in which the capital was furnished and credited, the capital first received by the Cooperative being the first retired.

Capital credited to the account of each patron shall be assignable only on the books of the Cooperative pursuant to written instruction from the assignor and only to successors in interest or successors in occupancy in all or a part of such patron's premises served by the Cooperative unless the Board of Directors, acting under policies of general application, shall determine otherwise. In the event that a non-member patron shall elect to become a member of the Cooperative, the capital credited to the account of such non-member patron may be applied by the Cooperative toward the payment of a membership fee on behalf of such non-member patron. Any payment paid to a member for acquisition of rights-of-way for transmission or distribution line rights-of-way shall be considered, for purposes of this section, as being a charge against the capital credit account of that member.

Notwithstanding any other provisions of these Bylaws, the Board of Directors, at its discretion, shall have the power at any time upon the death of any patron, if the legal representatives of his estate shall request in writing that the capital credited to any such patron be retired prior to the time such capital would otherwise be retired under the provisions of these Bylaws, to retire capital credited to any such patron immediately upon such terms and conditions as the Board of Directors, acting under the policies of general application, and the legal representatives of such patron's estate shall agree upon; provided, however, that the financial condition of the Cooperative will not be impaired thereby.

The patrons of the Cooperative, by dealing with the Cooperative, acknowledge that the terms and provisions of the articles of incorporation and Bylaws shall constitute and be a contract between the Cooperative and each patron, and both the Cooperative and the patrons are bound by such contract, as fully as though each patron had individually signed a separate instrument containing such terms and provisions. The provisions of this article of the Bylaws shall be called to the attention of each patron of the Cooperative by posting in a conspicuous place in the Cooperative's office.

#### **ARTICLE VIII WAIVER OF NOTICE**

Any member or director may waive, in writing, any notice of meetings required to be given by these Bylaws.

#### **ARTICLE IX DISPOSITION OF PROPERTY**

The Cooperative may not sell, mortgage, lease or otherwise dispose of or encumber any of its property other than:

- (a) property which in the judgment of the Board of Directors neither is nor will be necessary or useful in operating and maintaining the Cooperative's system and facilities; provided, however, that all sales of such property shall not, in any one (1) year exceed in value ten per centum (10%) of the value of all the property of the Cooperative;
- (b) services of all kinds, including electric energy; and
- (c) personal property acquired for resale, unless such sale, mortgage, lease or other disposition or encumbrance is authorized at a meeting of the members by the affirmative vote of at least two-thirds (2/3) of the members voting thereon at such meeting in person or by mail, and the notice of such proposed sale, mortgage, lease

or other disposition or encumbrance shall have been contained in the notice of the meeting; provided, however, that notwithstanding anything herein contained, the Board of Directors, without authorization by the members, shall have full power and authority to borrow money from the United States of America, the National Rural Utilities Cooperative Finance Corporation, or any other lender, or any agency or instrumentality thereof, and in connection with such borrowing to authorize the making and issuance of bonds, notes or other evidences of indebtedness and, to secure the payment thereof, to authorize the execution and delivery of a mortgage or mortgages, or a deed or deeds of trust upon, or the pledging or encumbering of any or all property, assets, rights, privileges, licenses, franchises and permits of the Cooperative, whether acquired or to be acquired, and wherever situated, all upon such terms and conditions as the Board of Directors shall determine.

#### **ARTICLE X FISCAL YEAR**

The fiscal year of the Cooperative shall begin on the first day of January each year and end on the thirty-first day of December of the same year.

#### **ARTICLE XI MEMBERSHIP IN OTHER ORGANIZATIONS**

The Cooperative may become a member of, or purchase stock in, any other organization by an affirmative vote of two-thirds of the Board of Directors at any duly authorized board meeting, provided however, that membership in, or stock purchase of, does not constitute a conflict of interest.

#### **ARTICLE XII SEAL**

The Corporate seal of the Cooperative shall be in the form of a circle and shall have inscribed thereon the name of the Cooperative and the words "Corporate Seal, Oregon".

#### **ARTICLE XIII AMENDMENTS**

These Bylaws may be altered, amended or repealed by the members at any regular or special meeting, provided the notice of such meeting shall have contained a copy of the proposed alteration, amendment, or repeal.

#### **ARTICLE XIV INDEMNIFICATION**

**Indemnification of Directors, Officers, Employees and Agents.** The Cooperative shall indemnify its officers, directors, employees and agents to the fullest extent authorized by law, and specifically pursuant to the provisions of ORS § 62.462 to 62.482, including advances for expenses under ORS § 62.468, and subject to the limitations thereon as contained in such statutes. In the event that the Cooperative shall indemnify or advance expenses to a director under these provisions, the Cooperative shall report thereon in writing to the members with or before the notice of the next meeting of the members.

#### **ARTICLE XV NONDISCRIMINATION**

**Section 1.** No person, otherwise eligible, shall be barred from the rights of or eligibility for membership in this Cooperative, nor for being elected to and holding any office or serving as a member of the Board of Directors, or from being employed by this Cooperative, on account of their age, race, color, religion, sex, sexual orientation or national origin.

**Section 2.** As used in these Bylaws, the masculine, feminine, or neuter gender, and the singular or plural number, shall be deemed to include the others whenever the context shall indicate.