

B & B WATER SUPPLY CORPORATION

COUNTY OF NAVARRO

BARRY, TEXAS

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B&B WATER SUPPLY CORPORATION

HISTORY:

The B & B Water Supply Corporation became a reality in 1966. Loans and grants were tentatively committed subject to requirements of applicable FHA instructions and closing conditions of the office of General Counsel. In May 1966 Mr. Robert Gladney received a letter from the Secretary Of State John L. Hill stating the Articles of Incorporation has been placed on record. Since that time the corporation has continued to expand from 125 meters to it present 425 meters. As of August 1988, B & B Water Supply Corporation paid off their FHA Loan.

PURPOSE OF THE CORPORATION:

The corporation is a nonprofit, member owned corporation organized under Article 1434A of the revised civil statues of Texas, of 1925 as amended and supplemented by the Texas nonprofit act, Article 1.01 as amended. The orporation is formed for the purpose of furnishing a water supply for general farm use and for domestic purpose to individuals in the rural communities of Drane, Black Hills, Cryer Creek, Barry and the surrounding rural areas.

The Board of Directors, elected by the members of the Corporation, shall have the authority to formulate policies, rates, and tariffs.

NEW MEMBERS:

Applicants wishing to be served by the B & B Water Supply Corporation shall make application at the office, establishment, or person responsible for taking new applications. Necessary forms will be furnished and assistance in making the application will be offered. These forms will include a service agreement and also a right-of-way easement, if needed. After all necessary application forms have been completed and the application is approved, the applicant shall pay the following:

Membership fee	\$	100.00
Installation fee	\$	200.00
Future construction	\$	1,000.00

The above is subject to revision.

If the applicant does not have a water main on his property, the applitnant will pay for the additional cost incurred in getting water to the property, and or any improvements necessary to serve him.

Where the water main is located in the public right-of-way, due to the applicant's refusal to grant easements to the corporation for installation of water main and appurtenance, the applicant, prior to receiving service, shall grant easement to the corporation, shall pay, in addition to the standard tap and membership fee, all sums necessary to bring the water to the applicant's property.

DEVELOPMENTS:

If a development is to be served by the B & B Water Supply Corporation, the developer shall make **maps** and show the area to be served by the extension. After acceptance of the plans by the corporation, the developer will be responsible for all cost incurred in the material, labor, and machinery necessary to complete the service to the development. There shall be an up front fee in proportion to the number of meters. All lines shall parallel a public road so as to facilitate inspection of the line, if at all possible, and at the discretion of the board. The developer or customer (s) shall maintain the extension from the existing main line in a manner acceptable to the corporation for a period of two (2) years. All lines shall be at least thirty (30) inches deep. All additions to the system must be engineered by a registered P.E. and all fees paid up front by the applicant. Meters shall be located near the property line, and at a location that will be accessible for reading and servicing. The meter box will be set flush with the adjacent grade and protected from vehicles. All connections shall be standard for the system.

INDUSTRY:

In the event an industry should request service by the corporation, the board of directors will study, with the aid of a registered P.E. the water demands of the industry and determine if the quantity of water needed by the industry can be furnished. If the water can be furnished without affecting the existing customers, the corporation will proceed with contracts and agreements consistent with the policies of the corporation. If, however, the water is not available, the application of the industry will be refused or the industry may at their expense improve that portion of the system necessary to supply the quantity of water needed by the industry. In the event that the industry accepts this obligation, the directors of the corporation and the industry will negotiate the contracts and agreements necessary to supply water to the industry. All additions and improvements to the B & B Water Supply Corporation will become the property of the corporation.

BILLING:

All meters shall be read after the 20th of the month, and bills will be due by the 15th of the month. If payment is made after the 15th of the month a late charge of \$5.00 will be added to next month's billing.

DISCONTINUANCE OF SERVICE:

If payment is not made to the Corporation for regular or additional water or services, the water will be cut off after sixty (60) days. A reconnect fee of \$ 50.00 will be charged, plus any other monies owed the Corporation. If payment is made after sixty (60) days, but before the meter is disconnected, a fee of \$25.00 -will be charged, plus any other monies owed to the Corporation.

DISCONTINUANCE OF MEMBERSHIP:

If a member should request discontinuance of service in writing to the Corporation, his water service will be discontinued and his obligation to pay for water shall terminate. After all bills have been paid, the member will be refunded his membership fee, or that portion which remains after all bills are paid. If this member, at some future date not to exceed one year, should request that a meter be installed at the same meter box, a reconnect fee of \$300.00 will be charged, provided all connections are in place.

METERS:

All water shall be metered through standard meters and installed by the Corporation. Each meter is for the use of the member and is to serve only one dwelling for only one business. The Corporation does not permit the extension of pipes or hoses, or any other conveyance to transfer water from one dwelling to another, nor one dwelling to a business, or to any other person or structure. The meter will be installed below grade level in a standard meter box furnished by the Corporation and mounted at grade level. The meter shall be installed in a location to afford accessibility for reading and servicing by the Corporation, and to provide protection from damage by traffic, machinery, or abuse. The member shall provide protection for the meter or other property of the Corporation, and shall replace at his own expense items damaged by his negligence or abuse in excess of fair wear and tear.

REPLACEMENT OF METERS:

If and when a meter becomes inoperative or defective for reasons other than abuse, the Corporation will replace the meter at no expense to the member. The Corporation will test meters as needed, and if a meter is found to be inaccurate, will replace *the* meter at no expense to the member. The Corporation will test a member's meter upon a request from that person. If the meter should be found to be inaccurate, the meter will be replaced by the Corporation at no cost to the member; if found accurate, all charges are due and-payable to the Corporation.

METER TRANSFERS:

All meters will be transferred from one member to the other in accordance with state laws.

B & B WATER SUPPLY CORPORATION
RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that _____,
(hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and
other good and valuable consideration paid by _____,
(hereinafter called "Grantee"), the receipt and sufficiency of which is
hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey
to said Grantee, its successors, and assigns, a perpetual easement with the
right to erect, construct, install and lay and thereafter use, operate,
inspect, repair, maintain, replace, and remove water distribution lines and
appurtenances over and across _____ acres of land, more particularly
described in instrument recorded in Vol. _____, Page _____, Deed Records,
_____ County, Texas, together with the right of ingress and egress
over Grantors' adjacent lands for the purpose for which the above mentioned
rights are granted. The easement hereby granted shall not exceed 15' in
--- width, and Grantee is hereby authorized to designate the course of the
easement herein conveyed except that when the pipe line(s) is installed, the
easement herein granted shall be limited to a strip of land 15' in width the
center line thereof being the pipe line as installed.
The consideration recited herein shall constitute payment in full for all
damages sustained by Grantors by reason of the installation of the
structures referred to herein and the Grantee will maintain such easement in
a state of good repair and efficiency so that no unreasonable damages will
result from its use to Grantors' premises. This Agreement together with
other provisions of this grant shall constitute a covenant running with the
land for the benefit of the Grantee, its successors, and assigns. The
Grantors covenant that they are the owners of the above described lands and
that said lands are free and clear of all encumbrances and liens except the
following: This easement is subject to the provisions of Title VI of the
Civil Rights Act of 1964 and the regulations issued pursuant thereto for so
long as the easement continues to be used for the same or similar purpose
for which financial assistance was extended or for so long as the Grantee
owns it, whichever is longer.
IN WITNESS WHEREOF the said Grantors have executed this instrument this
_____ day of _____, 19_____.

ACKNOWLEDGEMENT

STATE OF TEXAS COUNTY OF _____
BEFORE ME, the undersigned, a Notary Public in and for said County and State,
on this day personally appeared _____
known to me to be the person(s) whose name(s) is (are) subscribed to the
foregoing instrument, and acknowledged to me that he (she) (they) executed
the same for the purposes and consideration therein expressed.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ day
of _____, 19_____.

(Seal)

Notary Public in and for
_____ County, Texas

SERVICE AGREEMENT

AGREEMENT made this _____ day of _____, 19____, between,
B & B **WATER** SUPPLY BARRY, TEXAS a corporation organized under the **laws** of the
State of Texas (hereinafter called the Corporation) and
_____, (hereinafter called the Member).

WITNESSETH:

The Corporation agrees to sell and deliver water to the **Member** and **Member** agrees to purchase and receive water from the Corporation, in accordance with the bylaws and rules and regulations of the Corporation as amended from time to time by the Corporation.

The Member shall pay the Corporation for service hereunder at the rates and upon the terms and conditions set forth in the rate schedule adopted from time to time by the Corporation's Board of Directors.

-- The Board of Directors shall have the authority to sell the membership of any member in the event of nonpayment of any charges of assessments **owing** by said member within thirty (30) days after demand for payment by mail, properly addressed to such delinquent Member. The proceeds of any sale of membership over and above the amount due the Corporation shall be paid to the delinquent Member. In lieu of such sale of membership, the Board of Directors may purchase the membership on behalf of the Corporation at a price determined by the Board to be fair value of the membership, provided that in the event of either a sale of the membership or the purchase thereof by the Corporation the proceeds shall first be applied to the payment of any indebtedness due the Corporation by the delinquent Member.

In the event the Member shall breach this agreement by (1) refusing or failing, without just cause, to connect to the Corporation's facility and use same as soon as the facility is available, or (2) refusing or failing, without just cause, to pay the minimum monthly water rate as established by the Corporation, upon the occurrence of either of said events the Member agrees to pay the Corporation a lump sum of Three Hundred Dollars (\$300.00) as liquidated damages.

All water shall be metered by meters to be furnished and installed by the Corporation. The meter and/or connection is for the sole use of the member or customer and is to serve water to only one dwelling or only one business and does not permit the extension of pipe or pipes to transfer water from one property to another, nor share, resell, or sub-meter water to any other persons, dwelling, business, property, etc.

In the event the total water supply be insufficient to meet all of the needs of the Members, or in the event there is a shortage of water, the Corporation may prorate the water available among the various Members on such basis as is deemed equitable by the Board of directors, and may also prescribe a schedule of hours covering the use of water for garden purposes by particular Members and require adherence thereto to prohibit the use of water for garden purposes; provided that, if at any time the total water supply be insufficient to all of the needs of all Members, the Corporation must first satisfy all of the needs of all Members for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of the Members for both domestic and livestock purposes before supplying any water for gardening purposes.

The member shall install at his own expense a service line from the water meter connection to the point of use.

The **member** shall hold the Corporation harmless from any and all **claims** or demands for damage to real or personal property occurring from the point the Member ties on to the water meter to the final destination of the line installed by Member. The member agrees to grant to the Corporation an easement of right-of-way for the purpose of installing, maintaining and operating such pipe lines, meters, valves, and any other equipment which may be deemed necessary for the Corporation on such form as is required by the Corporation.

The Corporation shall have the right to locate a water service meter and the pipe necessary to connect the meter on the property of the Members at a point to be chosen by the Corporation, and shall have access to its property and equipment located upon Member's premises at all reasonable times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service shall have the right to remove any of its property from the Member's premises.

The Corporation's authorized employees shall have access to the Member's property or premises at all reasonable times for the purpose of inspecting for possible violations between the Water Supply Corporation's system and any unknown or nonpotable water supply, as well as any other undesirable plumbing practices as described by the appropriate regulatory authority.

Member

ACCEPTED AND APPROVED

President

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BY-LAWS

By-Laws of B & B Water Supply Corporation, having been presented to the Board of Directors of said Corporation and duly adopted as follows:

ARTICLE I

The President shall preside at all members' and directors' meetings. The President may, and upon demand of one-third (1/3) of the members, shall call a special meeting of the member or directors, and the President may, and shall, upon demand of one-third (1/3) of such directors, call a special meeting of the directors or membership. Such special **meeting** shall be held upon **giving** the notice required in Article XII **Of** the By-Laws. The President shall perform all other duties that usually pertain to the office or are delegated to him by the Board of Directors.

ARTICLE II

The Vice-President shall, in case of the absence or disability of the President, perform the duties of the President.

ARTICLE III.

The Secretary-Treasurer shall have the custody of all the monies and securities of the Corporation. The secretary-treasurer shall keep regular books and shall keep minutes of all meetings of members and directors. All monies of the Corporation shall be deposited by the secretary-treasurer in such depository as shall be selected by the directors. Checks must be signed by the secretary-treasurer and the President or Vice-President, in the absence of the President. The secretary-treasurer shall have custody of the seal of the corporation and affix it as directed hereby or resolution passed by the Board of Directors or members. The Board of Directors may appoint an employee as assistant or deputy secretary to assist the Secretary in all official duties. The position of the secretary-treasurer **and** other positions entrusted with receipt and disbursement of funds shall be placed under a fidelity bond in an amount which shall be set from time to time **by** the Board of Directors. It must be at least equal to the maximum amount of monies on hand at any one time, but shall not be less than \$1,000.00.

ARTICLE IV.

The Board of Directors shall consist of five (5) members, a majority of whom shall constitute a quorum. Upon the issuance of the charter and annually thereafter, the Board of Directors shall elect a President, Vice-President, and a Secretary-treasurer. The board shall be elected by the members at the members regular meeting and starting in 1984 three directors shall be elected and two the following year, thus each board member shall serve two years instead of one. This article was amended on the 31 day of March, 1983 at the annual meeting of the B & B WATER SUPPLY CORPORATION members annual meeting.

ARTICLE V.

Regular meetings of the Board of Directors shall be held at such time and place as the board may determine at the next previous regular meeting. No further notice to the directors of such regular meetings shall be required, and it shall be the duty of each director to attend the same without further notice.

ARTICLE VI.

The corporation shall conduct its business on a non-profit basis, and no dividends shall ever be paid upon the memberships in such Corporation.

ARTICLE VII.

The directors of the Corporation shall establish and maintain a reserve account separate and apart from other fund accounts of the Corporation. Such deposits will be made monthly. Withdrawals from this fund shall be made only for emergency repairs, obsolescence of equipment, and improvements to facility. The directors shall invest all sums in this fund not required to be expended within the year in some form of interest bearing account.

ARTICLE VIII.

Section 1. Every person (which includes any legal entity) owning or having a legal right to the control, possession or occupancy of property served or which may reasonably be served by the Corporation, shall have the right to become a member of the Corporation upon payment of the membership fee hereinafter provided and upon compliance with the reasonable requirements of the Corporation governing the purchase of water, charges for connection and operation of and service by the system. Membership shall not be denied because of the applicant's race, color, creed or national origin. It is the intent of the Corporation to provide service on a nondiscriminatory basis to all persons desiring service to the extent that the capabilities of the system will reasonably permit.

Section 2. The membership fee shall be \$100.00 which shall entitle the member to one connection to the water main of the Corporation. A person may own more than one membership but each member shall be entitled to only one vote regardless of the number of memberships owned. Membership certificates shall be in such form as shall be determined by the Board of Directors.

ARTICLE IX

For the purpose of determining members entitled to notice of or to vote at any meeting of members or any adjournment thereof or in order to make a determination of members for any other proper purpose, ownership of memberships shall be deemed to be in those persons who are the record owners of memberships as evidenced by the membership transfer book on the 15th day of the month preceding the month of the date upon which the action requiring such determination is to be taken.

ARTICLE X

In order to insure that business done by the Corporation shall continue within the capacity of its facilities and to prevent undue financial burden on the members of the Corporation, membership in the Corporation shall be transferred from the original members, their transferees, pledgees, administrators or executors, or purchasers at judicial sale, or other persons, only after approval by the directors of the transferee of said membership. Except as hereinafter provided, membership in the Corporation shall be deemed personal estate, and shall be transferable only upon surrender of the membership certificate endorsed by the record owner to the transferee. After all indebtedness due the Corporation as been paid by the transferring member, a new membership certificate may be issued. Notwithstanding anything to the contract hereinabove provided, the consideration for the transfer of any membership in the Corporation from the original members, their transferees, pledges, administrators or executors, or purchasers at judicial sale, or other persons, shall never exceed the amount of the original costs of such membership. No gain or profit shall ever be realized from the sale or transfer of a membership.

ARTICLE XI

There shall be a regular meeting of the members annually, ** _____ to transact all business that may be properly brought before it. The Secretary-Treasurer shall give at least fifteen (15) days written notice of such annual meeting to the membership indicating the time, place and purpose of such meeting, and shall address and mail the notice to each member at the address last known to the Corporation. Voting by proxy shall be permitted.

ARTICLE XII

Special meeting of the directors may be held upon reasonable notice, either written or oral. Prior to any special meeting of the members, the President shall request in writing that the Secretary-Treasurer give ten (10) days notice to the members. Such notice shall indicate the time, place, and purpose of the meeting, and shall be addressed and mailed to such members at their address last known to the Corporation.

ARTICLE XIII

The business of the Corporation may be handled under the direction of the Board of Directors, by a manager to be elected by majority vote of the Board, and the manager shall serve with or without compensation. The manager, with the approval of the Board of Directors, may employ, with or without compensation, such supervisory, clerical or other employees as may be required to effectively operate the business of the Corporation.

**This meeting shall be held between March 15th and April 15th each year.

ARTICLE XIV

All members will be billed, disconnected, or reconnected, in accordance with the written policies of the Corporation. In the event a member should surrender his membership certificate properly endorsed to the Secretary-Treasurer of the Corporation, the water service shall be discontinued and the obligation to pay for water service shall terminate except as for the minimum charge for the current month or the charge for water used during the current month, whichever is greater, and except as for any prior unpaid amounts due the Corporation. In the event membership is terminated, cancelled, withdrawn, or surrendered, whether voluntarily or involuntarily, the former member's rights and interest in the assets of the Corporation will not be forfeited.

ARTICLE XV

Upon the discontinuance of the Corporation by dissolution or otherwise, all assets of the Corporation remaining after payment of the indebtedness of the Corporation shall be distributed among the members and former members in direct proportion to the amount of their patronage with the Corporation insofar as practicable. Any indebtedness due the Corporation by a member for water service or otherwise shall be deducted from such member's share prior to final distribution. By application for and acceptance of membership in the Corporation, each member agrees that, upon the discontinuance of the Corporation by dissolution or otherwise, all assets of the Corporation transferred to that member shall be in turn immediately transferred by the individual member to the state, or to an educational, religious, charitable, or other similar organization that is qualified as a charitable organization under Section 501(c)(3) Internal Revenue Code of 1954, as amended.

ARTICLE XVI

•The fiscal year of the Corporation shall be from January 1 to December 31.

ARTICLE XVII

For so long as the Corporation is indebted for a loan or loans made to it by any bank or loan corporation, the Corporation shall insure with a reputable insurance company such of-its properties and in such amounts as to cover its assets.

ARTICLE XVIII

(a) If at the end of the fiscal year, or in the event of emergency repairs, the Board of Directors determines the total amount derived from the collection of water charges to be insufficient for the payment of all costs incident to the operation of the Corporation's system during the year in which such charges are collected, the Board shall make and levy an assessment against each member of the Corporation as the Board may determine. Any assessments levied to make up operational deficits in any year shall be levied against members in proportion to their patronage with the Corporation.

(b) In the event a member should surrender his membership certificate properly endorsed to the Secretary-Treasurer of the Corporation, the obligation to pay such assessments shall be limited to assessments made and levied prior to the date of surrender of the membership certificate, provided, however, that this paragraph and the second sentence of Article XIV shall not apply to relieve a member of his obligation under special agreements covering multiple-membership certificates held by one member.

ARTICLE XIX

The books and accounts of the Corporation shall be audited at least once each year by a person competent to perform such audit. The reports prepared by such auditor shall be submitted to the members at the annual meeting of such members.

ARTICLE XX

These By-Laws may be altered, amended, or repealed by a vote of a majority of the members present at any regular meeting of the Corporation, or at any special meeting of the Corporation called for that purpose, except that the members shall not have the power to change the purpose of the Corporation so as to decrease its rights and powers under the law of the State, or to waive any requirements of bond or other provisions for the safety and security of the property and funds of the Corporation or its members, or to deprive any member of rights and privileges then existing, or so to amend the By-Laws as to effect a fundamental change in the policies of the Corporation. Notice of any amendment to be made at a special meeting of the members must be given at least ten (10) days before such meeting and must set forth the amendments to be considered.

ARTICLE XXI

The seal of the Corporation shall consist of a circle within which shall be inscribed "B & B Water Supply Corporation".

ARTICLE XXII

The Corporation pledges its assets for use in performing the organization's charitable functions.

The above By-Laws and regulations were unanimously adopted by the Board of Directors of the B & B Water Supply Corporation, at a meeting in the Fannie Mae Vernon Room on the 4th day of March A.D. 1986.

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B & B WATER SUPPLY CORPORATION 2012 BY-LAW Changes

In 2012 the USDA Changed the standard By-Laws for Rural Water Supply Companies They changed the age requirement for a Board Member. Along with some qualification requirements. See Article IV below:

ARTICLE IV

Section I. A person must be a member of the Corporation and at least 18 years old in order to serve as a Director. A person is not qualified to serve as a director if the person has been determined by a final judgment of a court exercising probate jurisdiction to be totally mentally incapacitated; or partially mentally incapacitated without the right to vote; or has been finally convicted of a felony from which the person has not been pardoned or otherwise released from the resulting disabilities.

They also changed the time line that the Board has until a new board member is appointed as a successor until the next regular or special Membership meeting .at which time the general Membership shall elect a successor.

Not later than the 60th day after a Director dies, resigns or is determined by the Board to not meet one of the qualifications set forth in Section 1, a successor who meets those qualifications shall be appointed by a majority of the remaining Directors to serve until the next regular or special Membership meeting, at which time the general Membership shall elect a successor for the remaining balance of the previously vacated term.

In ARTICLE VI the USDA changed the Annual Meeting and Election Procedures in Section 2. Section 3. Section 4. Section 5. and Section 6. these changes were to be adopted at the next annual meeting after the By-Laws were approved by the board and given to the Membership for review before they vote on the changes at annual meeting.

ARTICLE VI

Section 2. The Board of Directors shall adopt, and from time to time may revise, written procedures for conducting annual or special Membership meetings, including notification to the Membership of the proposed agenda, location, and date of the meeting; election procedures; approval of the ballot form to be used; and validation of eligible voters, ballots, and election results. At least thirty (30) days before the date of a Membership meeting that includes an election, the Corporation shall mail to each member of record at the address last known to the Corporation written notice of such meeting indicating the time, place, and purpose of such meeting; the election ballot; and for director elections, a statement of each candidate's qualifications, including biographical information as provided in each candidate's application. The election ballot for director elections must include the number of directors to be elected and the names of the candidates. Failure to hold or call an annual or special meeting in accordance with these Bylaws shall give each Member rights to compel the Board of Directors to properly hold an annual or special meeting of the Membership.

Section 3. The Board shall select an independent election auditor not later than thirty (30) days before the scheduled date of a Membership meeting where an election will be held. The independent election auditor is not required to be an experienced election judge or auditor and may serve as an unpaid volunteer. At the time of selection and while serving in the capacity of an independent election auditor, the independent election auditor may not be associated with the Corporation as an employee; a director or candidate for director; or an independent contractor engaged by the Corporation as part of the Corporation's regular course of business. The independent election auditor shall receive and count the ballots before the meeting is adjourned. The independent election auditor shall provide the board with a written report of the election results.

Section 4. For any election, a member may vote in person at the Membership meeting; by mailing a completed ballot to the office of the independent election auditor or to the Corporation's main office which must be received by noon on the business day before the date of the meeting; or by delivering a completed ballot to the office of the independent election auditor or to the Corporation's main office by noon on the business day before the date of the meeting.

A quorum for the transaction of business at a meeting of the Membership is a majority of the members present. In determining whether a quorum is present, all members who mailed or delivered ballots to the independent election auditor or the Corporation on a matter submitted to a vote at the meeting are counted as present.

Section 5. The Board of Directors shall establish a standing Credentials Committee of three (3) Members, of which the Secretary-Treasurer shall be the chairperson. This committee shall at no time have sufficient board members appointed to constitute a quorum of the Board of Directors. This committee, in accordance with procedures adopted by the Board under Section 2, shall recommend for Board approval the election procedures and all related forms and notices, recommend for Board approval a person to fill the role of independent election auditor, ensure that the election procedures are implemented, and serve other functions designated in the Corporation's election procedures. Should the individual holding the office of Secretary-Treasurer be running for re-election, the Board shall appoint an officer not currently running for re-election to serve as chairperson of this committee.

Section 6. After fixing a date for the notice of a meeting, the Board of Directors shall prepare an alphabetical list of the names of all voting members who are entitled to vote as of the record date of the meeting. The list must show the address of each voting member. No later than two (2) business days after the date notice is given of the meeting, and continuing through the meeting, the list of voting members must be available for inspection by any member entitled to vote at the meeting for the purpose of communication with other members concerning the meeting at the Corporation's principal office or at a reasonable place identified in the meeting notice in the city where the meeting will be held. Any voting Member, or voting Member's agent or attorney, shall be allowed, on written demand, to inspect and, at a reasonable time and at their expense, copy the list. Further, the Board shall make the list of voting Members available at the meeting, and shall allow inspection of such list by any voting Member or voting Member's agent or attorney at any time during the meeting, including any adjournments thereof.