



Cloverland
ELECTRIC COOPERATIVE

**BYLAWS OF YOUR
ELECTRIC COOPERATIVE**

Amended and Revised October 21, 2011

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ARTICLE I: MEMBERS

SECTION 1. Qualifications

(a) Any natural person, or entity such as a firm, association, corporation, partnership or governmental unit (referred to as "person") may become a member of Cloverland Electric Cooperative (referred to as "Cooperative") by:

- (1) **Paying any deposit, contribution, fee, charge or any combination, as required by the Cooperative; and,**
- (2) **Agreeing to purchase electricity from the Cooperative; and,**
- (3) **Agreeing to comply with and be bound by the Cooperative's Articles of Incorporation, these Bylaws, any amendments, and any rules and regulations as may be adopted by the Cooperative's Board of Directors (referred to as the "Board").**

(b) While a person may receive electric service at more than one premise, no person shall hold more than one membership in the Cooperative.

SECTION 2. Joint Membership

(a) If more than one person is listed on an account, those persons constitute a joint membership. Any provision relating to the rights and liabilities of membership shall apply equally to holders of a joint membership.

- (1) The presence of any person in a joint membership at a meeting shall be regarded as the presence of the member;
- (2) The presence of any person in a joint membership at a meeting shall constitute a waiver of notice of the meeting by the member;
- (3) The person in a joint membership is entitled to only one vote in a joint membership;
- (4) Notice of any person in a joint membership shall constitute notice to both;
- (5) Any person in a joint membership shall be eligible to serve as a director for the Cooperative, but not more than one concurrently;
- (6) Upon the death of any person, the membership shall continue to be held by the surviving joint members. Any surviving joint members shall not be released from any debts due the Cooperative. If all joint members are deceased, the estate remains responsible for any debts due the Cooperative.
- (7) Upon legal separation or divorce, the membership shall continue to be held solely by the spouse who continues to occupy or use the premises. The spouse who does not occupy or use the premises covered by the membership shall not be released from any debts due the Cooperative.

SECTION 3. Membership Districts

- (a) Members shall be grouped into three membership districts based upon location of receipt of electric service.
- (b) The Board shall establish membership districts which shall contain approximately the same number of members. Annually, the Board may review the composition of these districts and if it should be found that inequities in representation have developed which can be corrected by a reconstitution of districts, the Board shall reconstitute them so that each shall contain approximately the same number of members.

SECTION 4. Purchase and Production of Electricity

- (a) Each member shall, as soon as electric service is available, purchase from the Cooperative all electric service provided by the Cooperative (except to the extent that the Cooperative may, in writing, waive such requirement) and shall pay rates as approved by the appropriate regulatory authority. It is expressly understood that the amounts paid for electric service in excess of the cost of service are furnished by members as capital and each member shall be credited with such capital.
- (b) The Cooperative shall use reasonably diligent efforts to furnish its members with adequate and dependable electric service, although it cannot and therefore does not guarantee a continuous and uninterrupted supply.
- (c) The Cooperative may require a contract executed by a member for any particular classification of service.

SECTION 5. Member Responsibilities

- (a) Each member shall cause all premises receiving electric service from the Cooperative to become and remain wired in accordance with applicable local, state and federal codes, ordinances and statutes.
- (b) Each member shall be responsible for and indemnify the Cooperative and its employees, agents and independent contractors against death, injury, loss or damage resulting from any defect or improper use or maintenance of such premises and all wiring and apparatus connected thereto or used thereon.
- (c) Each member shall make available to the Cooperative a suitable site, as determined by the Cooperative, to place the Cooperative's physical facilities for the furnishing and metering of electric service and shall permit the Cooperative's authorized employees, agents and independent contractors to have access safely and without interference from any hostile source for meter reading, bill collecting, and for inspection, maintenance, replacement, relocation, repair or disconnection of such facilities at all reasonable times.
- (d) Each member shall not interfere with, impair the operation of or cause damage to such facilities, and shall use best efforts to prevent others from so doing.
- (e) Each member shall also provide such protective devices, apparatus or meter base as the Cooperative shall require in order to protect the Cooperative's physical facilities and operation, and to prevent any interference with or damage to such facilities. In the event such facilities are interfered with, impaired in their operation or damaged by the member, or by any other cause when the member's reasonable care and surveillance should have prevented such, the member shall indemnify the Cooperative and its employees, agents and independent contractors against death, injury, loss or damage resulting from, including but not limited to the Cooperative's cost of repairing, replacing or relocating any such facilities and its loss, if any, of revenues resulting from the failure or defective functioning of its metering equipment. The Cooperative shall, however, in accordance with its applicable service rules and regulations, indemnify the member for any overcharges for service that may result from a malfunctioning of its metering equipment error occurring in the Cooperative's billing procedures.
- (f) In no event shall the responsibility of the Cooperative for furnishing electric service extend beyond the point of delivery.
- (g) Each member shall participate in any required program that may be established by the Cooperative to enhance load management, to more efficiently conserve electricity, or to conduct load research.

SECTION 6. Withdrawal or Termination of Membership

- (a) Any member who withdraws or terminates membership in any manner shall not be relieved of any debts and liabilities of such member to the Cooperative.
- (b) Membership in the Cooperative shall not be transferable except as otherwise provided in these Bylaws.
- (c) Upon the dissolution for any reason of a partnership or upon the death, withdrawal or addition of any individual partner, the membership shall continue to be held by the remaining and/or new partner or partners as though the membership had never been held by different partners. Neither a withdrawing partner nor a withdrawing partner's estate shall be released from any debts then due the Cooperative.

SECTION 7. Right of Way Easements

- (a) Each member shall, upon request, give to the Cooperative, without compensation, all easements or rights of way over, on and under such lands owned or leased by the member, and in accordance with such reasonable terms and conditions, as the Cooperative shall require for the furnishing of electric service (for the member or other members) for the construction, operation, maintenance or relocation of the Cooperative's electric facilities. Maintenance shall include, but not be limited to, right-of-way clearing and vegetative management.
- (b) Members may reasonably request alternative routing across their lands to serve other members. If approved by the Cooperative, the cost of line changes to accommodate such requests shall be upon the member requesting service.
- (c) Any person who refuses to grant the Cooperative an easement or easements upon request shall pay the actual cost of any line changes made necessary by such refusal, including but not limited to attorneys fees and expenses.

SECTION 8. Petitions

Petitions by the membership authorized under these Bylaws shall be on forms prepared and available from the Cooperative.

- (a) All members signing such petitions shall include their service address;
- (b) Each member's signature appearing thereon shall be dated as of the date of signing;
- (c) The person circulating the petition shall be a member of the Cooperative and shall include at the end of each petition sheet his or her service address and attest that he or she circulated the petition and is acquainted with the persons who signed the petition in his or her presence.
- (d) A petition to remove a director is subject to Board approval as to form and clarity prior to circulation pursuant to Article III, Section 7.

ARTICLE II: MEETINGS OF MEMBERS

SECTION 1. Annual Meeting of the Members

- (a) The Annual Meeting of the Members of the Cooperative and shall be held on a date and time, as may be designated by the Board and at a place in a county in the state of Michigan served by the Cooperative.
- (b) The purpose of the Annual Meeting of the Members of the Cooperative is to announce the results of the director elections and inform members of any substantive matters.
- (c) Failure to hold the Annual Meeting of the Members of the Cooperative at the designated time shall not work a forfeiture or dissolution of the Cooperative.

SECTION 2. Special Meetings

Special member meetings may be called by at least five (5) directors of the Cooperative or upon written petition signed by at least ten percent (10%) of the members.

SECTION 3. Notice

Written or printed notice stating the place, day and time of the meeting and the purpose or purposes of the meeting, shall be delivered not less than ten (10) days before the date of the meeting, either personally, electronically, or by U.S. mail, to each member. If mailed, the notice shall be deemed to be delivered when deposited in the U.S. mail, addressed to the member at the member's address as it appears on the records of the Cooperative. Publication in a newsletter mailed to each member's address as it appears on the records of the Cooperative is sufficient delivery. The failure of any member to receive any notice shall not invalidate any action, which may be taken by the members at the meeting.

SECTION 4. Quorum

Fifty (50) members present in person shall constitute a quorum for the transaction of business at all member meetings. If less than a quorum is present, a majority of those present may adjourn the meeting, without further notice.

SECTION 5. Voting

- (a) Each member shall be entitled to one (1) vote upon each matter submitted for a vote of the members. Except as otherwise provided in these Bylaws or the Articles of Incorporation, all matters shall be decided by a majority of the members voting.
- (b) Each entity shall designate its representative to the Cooperative on its stationery and file such designation with the Cooperative. This representative may vote on any matter submitted.
- (c) To be eligible to vote, the member's name (or the name of the member/entity's representative) must be on file with the Cooperative by the record date established by the Board.

SECTION 6. Proxies

There shall be no proxy voting at member meetings.

SECTION 7. Legal Counsel

Legal counsel shall attend each member meeting to decide all legal questions that arise.

SECTION 8. Order of Business

The Chairperson of the Cooperative, or in his or her absence, the Vice Chairperson, shall preside at all meetings. The order of business shall be essentially as follows:

- (a) Determination of a quorum;
- (b) Reading of the meeting notice with proof of the due publication or mailing thereof, or waiver or waivers of notice of meeting, as the case may be;
- (c) Reading of unapproved minutes of previous meetings and the taking of necessary action;
- (d) Presentation of reports of officers, directors, and committees;
- (e) Unfinished business;
- (f) New business;
- (g) Adjournment

ARTICLE III: DIRECTORS

SECTION 1. Number

The Board shall consist of nine (9) directors elected by and from the members of their respective districts. Each district is served by three (3) directors.

SECTION 2. Qualifications

Each director must be a member and a bona fide resident of the district which he/she is to represent, shall be at least twenty-one (21) years of age, and may not be in any way employed by or financially interested in a competing enterprise or a business selling electric energy or supplies to the Cooperative, or of a business primarily engaged in selling electrical appliances, fixtures or supplies to the members of the Cooperative.

SECTION 3. Nominations

All candidates shall be nominated by petition. Petitions must be received by the Cooperative on or prior to the date established by the Board for such receipt. Any twenty-five (25) members or more of a district may make nominations in writing over their signatures for candidates for director from their district.

SECTION 4. Election

- (a) Directors shall be elected by mail ballot.
- (b) Any member receiving electric service in more than one district shall be entitled to vote in only one district.
- (c) The candidate receiving the highest number of votes shall be elected and shall take office immediately following the conclusion of the scheduled Annual Meeting of the Members of the Cooperative, whether or not a quorum is present.

SECTION 5. Tenure

- (a) A director elected to succeed a director whose term of office has expired shall serve a term of three (3) years or until his/her successor has been elected and qualified.
- (b) In the event the Board reconstitutes its membership districts and as a result an existing director no longer resides within that district, it shall not affect the remaining term of that director in that district.

SECTION 6. General Powers

The business and affairs of the Cooperative shall be managed by the Board which shall exercise all of the powers of the Cooperative except where by law, by the Articles of Incorporation or by these Bylaws, such powers are conferred upon or reserved to the members. The Board shall have the power to make and adopt rules, regulations, and policies consistent with law, the Articles of Incorporation or these Bylaws, as it may deem advisable for the management, administration and regulation of the membership, business, and affairs of the Cooperative.

SECTION 7. Removal

Any member may for cause bring charges against a director by filing them in writing with the Secretary of the Cooperative, together with a petition signed by twenty-five percent (25%) of the members of that district, requesting the removal of the director in question. The petition shall state succinctly the reasons being alleged for the director's recall and be approved by the Board as to form and clarity prior to circulation. The Cooperative shall cause the signatures upon the petition to be verified as to authenticity of signatures of membership. The removal shall be voted at the next regular or special meeting of the district in which the director in question resides. The director in question shall be informed in writing of the charges not less than thirty (30) days prior to the meeting and shall have the opportunity to be heard in person or by counsel after the person or persons bringing the charges against that director shall have had the same opportunity. The director in question shall be removed upon the affirmative vote of the majority of members voting at the district meeting at which a quorum is present.

SECTION 8. Vacancies/Appointments

Vacancies on the Board shall be filled by a majority vote of the remaining directors. A director elected to fill a vacancy shall be subject to all of the qualifications of directors set forth in these Bylaws. A director appointed to fill a vacancy shall serve the remaining term of the director for whom he/she is appointed to replace or until his/her successor has been elected and qualified.

SECTION 9. Per Diem

Directors shall not receive any salary for their services, but by resolution of the Board, a fixed sum and expenses of attendance, if any, may be allowed for the attendance at Cooperative business. No director or close relative of a director shall receive compensation for serving the Cooperative in any other capacity unless such compensation shall be specifically authorized by the affirmative vote of the majority of the directors not involved therein.

SECTION 10. Close Relative Defined

As used in these Bylaws, a "close relative" is a person who, by blood or in law, including step and adoptive kin, is a spouse, child, grandchild, parent, grandparent, brother, sister, and, uncle, aunt, nephew, or niece of the director.

SECTION 11. Accounting System and Reports

The Board shall require the Cooperative to establish and maintain a complete accounting system of the Cooperative's financial operations and condition, and after the close of each fiscal year, require a full, complete and independent audit of the Cooperative's accounts, books and records reflecting financial operations during the past fiscal year.

ARTICLE IV: MEETINGS OF DIRECTORS

SECTION 1. Annual Meeting of the Board

The Annual Meeting of the Board shall be held at the first board meeting following the scheduled Annual Meeting of the Members of the Cooperative. The purpose of this meeting is to seat new directors and to elect the officers of the Board.

SECTION 2. Regular Meetings

Regular meetings of the Board shall be held at a date, time and place as the Board may determine by resolution. These meetings may be held without notice other than the resolution fixing the date, time and place, except when business to be transacted requires notice.

SECTION 3. Special Meetings

Special meetings of the Board may be called by the Chairperson or any three (3) directors. The person or persons authorized to call special meetings may determine the time and place of the meeting.

SECTION 4. Notice

Written notice of any special meeting shall be given to each director at his/her address on record with the Cooperative at least five (5) calendar days in advance of the meeting in person, by U.S. mail, or electronic mail. Notice is considered delivered by the postmark date, or if delivered electronically, by the date sent. The attendance of a director at any meeting constitutes waiver of the meeting notice unless attendance is for the express purpose of objecting to the transaction of any business on the grounds that the meeting has not been lawfully called or convened.

SECTION 5. Quorum

A majority of directors present shall constitute a quorum for the transaction of business at any board meeting. If less than a majority of directors are present; the meeting may be adjourned without further notice. The absent directors shall be notified accordingly.

SECTION 6. Voting

All questions shall be decided by a majority vote of the directors present.

SECTION 7. Proxies

Proxy voting shall not be allowed at any meetings of the Board.

SECTION 8. Order of Business

The Chairperson of the Cooperative, or in his/her absence, the Vice-Chairperson, shall preside at all meetings and establish the Order of Business.

SECTION 9. Contracts between the Cooperative and Directors

Any contract or other transaction between the Cooperative and any of its directors (or any firm of which any of its directors or their close relatives are interested as owners or employees) shall not be invalid or voidable solely because of such interest (i) if the fact of such director's or close relative's interest is made known to the Board, and (ii) the Board authorizes, approves and/or ratifies such contract or transaction by a majority vote of the disinterested directors.

ARTICLE V: OFFICERS

SECTION 1. Number & Title

The officers of the Cooperative shall be the Chairperson, Vice-Chairperson, President/Chief Executive Officer (CEO), Secretary and Treasurer, and such other officers as may be determined by the Board. The offices of Secretary and Treasurer may be held by the same person.

SECTION 2. Elections

The officers, except the President/CEO, shall be elected annually by ballot by and from the Board at the meeting of the Board held after the Annual Meeting of the Members of the Cooperative.

SECTION 3. Tenure

Each officer shall hold office until the officer's successor has been elected and qualified, subject to the provisions of these Bylaws with respect to the removal of directors and officers.

SECTION 4. Removal

Any officer or agent elected or appointed by the Board may be removed by the Board whenever in its judgment the best interest of the Cooperative will be served.

SECTION 5. Vacancies

A vacancy in any office may be filled by the Board for the unexpired portion of the term of the office vacated.

SECTION 6. Chairperson

The Chairperson shall:

- (a) Preside at all meetings of the Board and membership;
- (b) Sign any deeds, mortgages, deeds of trust, notes, bonds, contracts or other instruments authorized by the Board to be executed, except in cases in which the signing and execution is expressly delegated by the Board or by these Bylaws to some other officer of the Cooperative or required by law to be otherwise signed or executed; and
- (c) In general, perform all duties incident to the office of Chairperson and such other duties as may be assigned by the Board.

SECTION 7. Vice-Chairperson

In the absence of the Chairperson, or in the event of the Chairperson's inability or refusal to act, the Vice-Chairperson shall:

- (a) Perform the duties of Chairperson, and when so acting shall have all the powers of and be subject to all the restrictions upon the Chairperson; and
- (b) Shall perform all other duties as may be assigned by the Board.

SECTION 8. Secretary

The Secretary, or designee, shall:

- (a) Keep the minutes of meetings of the members and Board in one (1) or more books provided for that purpose;
- (b) Ensure that all notices are duly given in accordance with these Bylaws or as required by law;
- (c) Maintain custody of the Cooperative seal and ensure that it is affixed to all documents, the execution of which on behalf of the Cooperative under its seal;
- (d) Keep a register of the name and address of each member of the Cooperative, which address shall be furnished to the Cooperative by the member;
- (e) Have general charge of the books and accounts of the Board;
- (f) Keep a current copy of the Bylaws of the Cooperative containing all amendments on file. The bylaws shall be open to the inspection of any member, and a copy shall be forwarded to any member upon request; and
- (g) In general, perform all duties incident to the office of Secretary and such other duties as may be assigned by the Board.

SECTION 9. Treasurer

The Treasurer, or designee, shall:

- (a) Have general charge and custody of and be responsible for all funds and securities of the Cooperative;
- (b) Have general charge of all monies due and payable to the Cooperative from any source, and deposit or invest all monies in the name of the Cooperative, except for authorized petty cash funds, in such financial institutions or secure investments as have been approved by the Board; and
- (c) In general, perform all the duties incident to the office of Treasurer and such other duties as may be assigned by the Board.

SECTION 10. President/Chief Executive Officer (CEO)

The Board shall appoint a President/CEO who may be a member of the Cooperative. The President/CEO shall perform such duties as the Board may require of that officer and shall have the authority as the Board may vest in him/her. The President/CEO may appoint managers and other staff as deemed appropriate to assist in the performance of assigned duties.

SECTION 11. Annual Report

The officers or their designees shall provide members with an annual report detailing the financial condition of the Cooperative after the close of the fiscal year.

ARTICLE VI: CONTRACTS, CHECKS & DEPOSITS

SECTION 1. Contracts

Except as otherwise provided in these Bylaws, the Board may authorize any officer(s) to enter into a contract or execute and deliver any instrument in the name and on behalf of the Cooperative.

SECTION 2. Checks

All checks, drafts, or other orders for the payment of money, and all notes, bonds or other evidences of indebtedness issued in the name of the Cooperative shall be signed or countersigned by an officer(s) or employee(s) of the Cooperative and in such manner as determined by resolution of the Board.

SECTION 3. Deposits and Investments

All funds of the Cooperative shall be deposited or invested, except for authorized petty cash funds, to the credit of the Cooperative in such financial institutions or secure investments as approved by the Board.

ARTICLE VII: INDEMNIFICATION

SECTION 1. Indemnification

The Cooperative shall indemnify directors, officers, and employees against liability to the extent that their acts or omissions constituting the grounds for the alleged liability were performed in their official capacity, and if actionable, were based upon good faith business judgments and the belief that the acts or omissions were in the best interests of the Cooperative. The Cooperative may purchase insurance to cover such indemnification.

ARTICLE VIII: NONPROFIT OPERATION

SECTION 1. Interest or Dividends on Capital Prohibited

The Cooperative shall at all times be operated on a Cooperative nonprofit basis for the mutual benefit of its members. No interest or dividends shall be paid or payable by the Cooperative on any capital furnished by its members.

SECTION 2. Member Capital In Connection With Furnishing Electricity

(a) The furnishing of electric service by the Cooperative's operations shall be so conducted that all members will through their purchase of electricity furnish capital for the Cooperative. To assure that the Cooperative will operate on a nonprofit basis, the Cooperative is obligated to allocate to all members all amounts received as capital in excess of operating costs and expenses. These amounts and reasonable reserves for depreciation, doubtful accounts, operating reserves, and capital investments are received with the understanding that they are furnished by the members as capital. The Cooperative is obligated to allocate these amounts as credits to a capital account for each member. 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 member is clearly reflected and credited in an appropriate record to the capital account of each member, and the Cooperative shall within a reasonable time after the close of the fiscal year notify each member of the amount of capital credited to the member's account. Individual notices are not required if the Cooperative notifies all members of the aggregate amount of such excess

and provides a clear explanation of how each member may compute and determine the specific amount of capital credited to that member. All such amounts credited to the capital account of any member shall have the same status as though they had been paid to the member in cash in pursuance of a legal obligation to do so and the member had then furnished the Cooperative corresponding amounts of capital.

(b) All other amounts received by the Cooperative from its operations in excess of costs and expenses shall, insofar as permitted by law, be used to offset any losses incurred during the current or any prior fiscal year and to the extent not needed for that purpose, allocated to its members on a per kilowatt hour basis and any amount so allocated shall be included as part of the capital credited to the accounts of members, as provided in these Bylaws.

(c) 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 dissolution or liquidation, the Board determines the financial condition of the Cooperative will not be impaired, the capital then credited to members accounts may be retired in full or in part if the retirement does not result in the retirement of all voting rights. The Board shall determine the method, basis, priority and order of retirement, if any, for all amounts furnished as capital. The Board shall also determine the method for apportionment of losses, if any.

(d) Capital contributed by members prior to January 1, 1978, shall become permanent nonrefundable capital of the Cooperative.

(e) Capital credited to the account of each member shall be assignable only to successors in interest or successors in occupancy in all or a part of such member's premises served by the Cooperative unless the Board acting under policies of general application shall determine otherwise.

(f) Notwithstanding any other provisions of these Bylaws, the Board, at its discretion, shall have the power at any time upon written notification of the death of any natural member to retire the capital in the account to the legal representatives of the estate. The capital credits shall be discounted and refunded to the estate. If sufficient margins are not available for the immediate retirement of any account, the retirement shall occur during the next fiscal year before any other retirements are issued.

SECTION 3. Contract

The members of the Cooperative acknowledge that the terms and provisions of the Articles of Incorporation and Bylaws shall constitute a contract between the Cooperative and each member, and both the Cooperative and the members are bound by this contract, as fully as though each member has individually signed a separate instrument containing the terms and conditions.

ARTICLE IX: UNCLAIMED FUNDS

Any capital credits, refunds, deposits, membership fees, account balances or book equity which remain unclaimed for a period of five (5) years following reasonable notice and attempted payment by the Cooperative to a member or former members, shall be added to the general funds of the Cooperative and the member or former member shall not have claim to these funds.

ARTICLE X: DISPOSITION OF PROPERTY

The Cooperative may not sell, mortgage, lease or otherwise dispose of or encumber all or substantially all of its property unless such sale, mortgage, lease or other disposition or encumbrance is authorized at a meeting of the members thereof by the affirmative vote of not less than a majority of all members of the Cooperative, and unless 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 thereof, shall have full power and authority 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 the property assets, rights, privileges, licenses, franchises, and permits of the Cooperative, whether acquired or to be acquired and wherever situated, as well as the revenues and income there from all upon such terms and conditions as the Board shall determine, to secure any indebtedness of the Cooperative.

ARTICLE XI: FISCAL YEAR

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

ARTICLE XII: SEAL

The corporate seal of the Cooperative shall have inscribed thereon the name of the Cooperative and the words "Corporate Seal, Michigan".

ARTICLE XIII: AMENDMENTS

These bylaws may be altered, amended or repealed by the affirmative vote of two-thirds (**2/3**) of the members of the Cooperative voting at any annual or special meeting at which a quorum is present or by the affirmative vote of two-thirds (**2/3**) of the members of the Board at any regular or special meeting of the Board, provided that notice of the proposed alteration, amendment or repeal shall have been given with the notice of the member or board meeting at which the vote is taken. The Board shall not make or alter any provision fixing their qualifications, classifications, or terms of office. The Board shall not make, alter, amend or repeal any Bylaw provision adopted or repealed by the members of the Cooperative for a period of two (2) years after the effective date thereof.