

BYLAWS
Temple Driveway Plowing Cooperative
Updated as of: 10-24-2023.

ARTICLE I: Organization

- A. **Name.** The name of the organization shall be Temple Driveway Plowing Cooperative, also known as the Cooperative.
- B. **Ownership and Purpose.** The Cooperative shall be owned by its members and shall operate for the primary and mutual benefit of its members and its community. The Cooperative is formed for the purposes of:
1. Plowing members' driveways in an efficient and ecologically sound manner;
 2. Providing snow "pushback" services and other such related tasks in support of purpose #1;
 3. Providing incidental plowing services to the Town of Temple in connection with its performance of purposes #1 and 2; and
 4. Continuing to provide driveway plowing for the Temple community.

ARTICLE II: Membership

- A. **Eligibility.** Membership in the Cooperative shall be open to any owner or tenant of a Temple, New Hampshire property with a residential or business building. Each member shall acknowledge and accept the Terms and Standards established by the Board. The Terms and Standards shall be provided with each membership application. If there are co-owners, or two or more tenants, it is still one membership for each property.
- B. **Joining.** An eligible person may join the Cooperative by submitting an application, the annual plowing fee on such terms as determined by the Board of Directors. However, if the Board of Directors determines that the driveway cannot be plowed safely, the fees shall be returned.
- C. **Rights.** Members have the right to receive plowing service based on the Terms and Standards established by the Board, to elect the Cooperative's Board of Directors, to attend meetings of the Board, to receive notice of and attend membership meetings, and to approve amendments to these bylaws. Each membership shall have one vote and no more on all matters submitted to members. All rights and responsibilities of members are subject to the bylaws as they may be amended from time to time.
- D. **Responsibilities.** Members shall keep current in fees due to the Cooperative, meet the Standards set by the Board, and shall keep the Cooperative informed of any changes in name, current address, or other contact information. A member who upholds these responsibilities is considered an active member in good standing.
1. All members are entitled to a meeting with their plow driver at the beginning of the season. The plow manager will connect the member with the driver at the member's request starting in October.

E. **Complaints & Disputes About Plow Services.**

1. Members must clearly mark their property according to the guidelines established by the plow manager and the board. The plow contractor shall be responsible for damage only to property that is clearly marked and which was caused by their vehicle(s).
2. The plow manager shall handle all complaints and disputes about plow services with Cooperative members. The plow contractor shall promptly notify the plow manager of any complaint or incident regarding plow services. If the TDPC Board hears directly of any complaint or incident regarding plow services, the Board shall notify the plow manager.
3. Any claim of damage done to a member's property will be resolved with the plow manager and the plow contractor involved in the incident within 14 days. After the plow manager provides a resolution, the member or plow contractor has 30 days to appeal the plow manager's decision.

F. **Termination of Membership.** A member may terminate his or her membership voluntarily at any time by written notice to the Cooperative and the membership shall terminate if the member fails to pay required fees. Membership may be terminated involuntarily by the Board for cause after the member is provided fair notice of the reasons for proposed termination and has an opportunity to respond in person or in writing.

G. **Transferability.** If the property is sold, the membership shall be transferred to the new owner. Likewise, if a tenant is a member, and the tenant vacates the premises, the membership shall be transferred to a new tenant or to the property owner. The departing owner or tenant shall be responsible for any pro-ration of fees with the new member.

ARTICLE III: Member Meetings

A. **Annual Meeting.** A membership meeting shall be held each year in June at a time and place to be determined by the Board. The purpose of such meetings shall be to elect directors, hear reports on operations and finances, and to transact such other business as may properly come before the meeting.

B. **Special Meeting.** A special membership meeting may be called by a majority vote of the Board of Directors or by written petition signed by at least 10 percent of the membership. A special meeting shall be held within 30 days after such demand.

C. **Notice.** Members shall receive at least 14 days notice of an annual or special meeting. Notice shall include email or mail to the address supplied by the member and posting on 2 community bulletin boards.

D. **Voting.** Each membership shall have one vote, even if two or more persons are owners or a corporate entity is owner. Multiple owners/tenants of a property shall determine each membership vote between themselves prior to or at the time the vote is to be cast. Unless otherwise stated in these bylaws, or required by law, all questions shall be decided by a vote of a majority of the members present and voting thereon. Proxy voting is not allowed.

- E. **Quorum.** At any meeting of the members, or for any vote of the members, a quorum necessary for decision-making shall be 5 percent of the total number of members or 15 members, whichever is greater.

ARTICLE IV: Board of Directors

- A. **Powers and Duties.** The Board of Directors (“the Board”) shall be composed of 7 to 11 directors, elected from among members of the Cooperative. The Board shall have full power to govern the Cooperative, including, but not limited to, hiring plowing contractors, securing other appropriate services, setting fees, and assuring that the mission of the Cooperative is carried out.
- B. **Terms and Elections.** Elections shall occur annually in a manner prescribed by the Board. Directors shall serve a term of 3 years and shall serve staggered terms so that approximately 1/3 of the Board is elected each year. No director may serve more than 3 consecutive 3-year terms.
- C. **Cooperative Members.** Directors shall be Cooperative members. Loss of membership shall automatically remove the person from the Board.
- D. **Vacancies.** A seat on the Board becomes vacant if the director resigns, ceases to be a member, passes away or is removed as described below. Any vacancy among directors elected by the members may be filled by appointment by the Board. A director so appointed shall serve to the next Annual Meeting. At the Annual Meeting a director shall be elected to fill the remainder of the vacated term.
- E. **Removal.** A director may be removed by decision of 2/3 of the remaining directors for conduct contrary to the Cooperative or failure to follow Board policies.
- F. **Meetings.** The Board shall hold regular in person or Zoom meetings at such time and place as it shall determine, and all directors shall be notified by email or text of the meeting at least 7 days in advance. Meetings shall be open to all members unless the Board decides to go into executive session regarding discussion of a matter that may, by law, be considered confidential. Minutes of Board meetings, including date of next Board meeting, shall be posted to the Temple website.
- G. **Action with Lesser Notice or Without a Meeting.** If necessary to the work of the Board, it may have a special meeting on less than 7 days notice. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken by phone or email, if affirmed by all of the directors.
- H. **Quorum.** A majority of the current directors shall constitute a quorum and no decisions will be made without a quorum.
- I. **Conflicts of Interest.** No contractor or employee of the Cooperative may serve on the Board. Directors shall be under an obligation to disclose their actual or potential conflicts of interest in any matter under consideration by the Board. Directors having such a conflict shall not participate in the discussion as a Board member and decision of the matter unless otherwise determined by the Board.

- J. **Officers and Committees.** The Board will designate officers and committees as necessary for the effective conduct of Board business and according to the requirements of state law.
- K. **Bonding.** Each officer, employee or agent handling the funds of the Cooperative in the amount of \$1,000 or more in any one year shall be covered by an adequate bond in the form and amount as approved by the Board, as required by NH RSA 301-A:29.
- L. **Indemnification.** The Cooperative shall indemnify and reimburse each present, past and future director and officer for any claim or liability (including expenses and attorneys fees actually and reasonably incurred in connection therewith) to which such person may become subject by reason of being a director or officer. Such indemnification shall be made only if it is determined by the Board that the director or officer acted in good faith in the reasonable belief that his or her action was in the best interests of the Cooperative. No indemnification or reimbursement shall be paid if the claim or liability results from:
1. Any breach of the director's or officer's duty of loyalty to the Cooperative or its members.
 2. Act or omissions which are not in good faith or which involve intentional misconduct or a knowing violation of law.
 3. Any transaction from which the director, officer, or both, derived an improper personal benefit.
- The Co-Op is authorized to obtain appropriate liability insurance for the members of Board of Directors and officers.

ARTICLE V: Finances

- A. **Setting Fees.** The Board shall establish the annual fee in April of each year for the next plowing season. The basic fee for any returning member shall be derived from the total number of members, the estimated cost of ten plowing events based on the previous year's cost, and the combined total assessed property value of all members. The fee per member shall be calculated by dividing the estimated ten plow cost by the sum property assessment of all members to provide a cost rate as a % per \$1000. This figure when multiplied by the individual member's property assessment will result in the member's plowing fee.
- B. **The 3 types of members are:**
1. Returning members
 2. New members: Former non-returning member or other existing town residents who want to join.
 3. New residents to town who take residence after the October deadline or after all membership reminders have been posted.
- A late fee surcharge shall be levied on returning members not paying before the announced renewal end date. Joining during a storm shall also incur an additional charge.
- C. **Use of Fees.** The Board shall use the fees: (a) to secure plowing services for Cooperative members, (b) promote membership, (c) obtain administrative and professional services,

- (d) obtain bonding and liability insurance, and (e) pay fees owed to the state and federal government.
- D. **Reserves.** The Board shall establish reserves with the goal of covering higher costs in years requiring more plowing.
- E. **Additional Fees.** If in the best judgment of the Board, costs for the season will exceed the funds available, the Board shall call a meeting of the membership to decide whether to assess additional fees.
- F. **Audits.** In accordance with NH RSA 301-A:30, the Board shall cause the books of the Cooperative to be audited annually as required by law.
- G. **Annual Report.** The Board shall deliver to the NH Secretary of State an Annual Report of its condition signed by the President or Treasurer under the pains of perjury as required by NH RSA 301-A:31.

ARTICLE VI: Dissolution

- A. **Asset Distribution.** The Cooperative may be dissolved upon a decision of the Board and a 2/3 vote of the members who participate in the vote. Upon dissolution of the Cooperative, its assets shall be distributed in the following manner and order:
1. The board shall pay all liabilities and expenses of liquidation.
 2. If the corporation dissolves, current Members shall receive a pro-rata share of the unused amounts of annual fees they paid.
 3. Any other assets shall be distributed to any cooperative association or other nonprofit association to which contributions are deductible from income tax under current Internal Revenue Service regulations.

ARTICLE VII: Bylaws

- A. **Amendments.** These by-laws may be amended by a majority of the members who participate in the vote. An amendment may be proposed by the Board or by petition of at least 5 percent of active members.
- B. **Notice.** Members shall receive at least 14 days notice of the meeting. Notice shall include email or mail to the address supplied by the member and posting on 2 community bulletin boards.

Annex A: TDPC Complaint Form

Adopted by TDPC Board on 24 October, 2023.