

Birch Creek Culinary Water Company By-Laws and Regulations

Section 1. Definition of Membership Organization

Item 1. The organization shall be known as, the Birch Creek Culinary Water Company, and replaces the former Mink Creek Village Culinary Water, Inc. whose By-Laws and Regulations were adopted and amended on April 6, 1994.

Item 2. Persons with a permanent dwelling or established business with a hook-up on the water system at the present time will be considered members of the Birch Creek Culinary Water Company. Water is not available to admit any new members.

Item 3. Persons living in an established permanent dwelling which is on the system who rent with an optional contract to buy or are full time farm managers may vote and hold office in the organization if approved by the dwelling owner.

Item 4. Hook-ups not used and/or assessments and fees not paid for a period of 3 years will lose membership in the organization.

Item 5. Those persons qualifying under Item 2 above and moving to a different location on the system may leave their qualifying status with the home moved from or transfer this status to the new location.

Item 6. If and when property is sold, the existing qualifying rights at the time of transfer will remain with the property unless otherwise recorded as in Item 5.

Item 7. Part time residents (those who occupy a dwelling less than 10 months per year):

- a. Have the right to vote.
- b. Must pay full assessments.
- c. May hold office on the Board as a Member-at-Large.

Section II. Organization:

Item 1. The Birch Creek Culinary Water Company administrative body will consist of a Board of Directors, consisting of five elected members.



Item 2. The election will be every even numbered year as explained in Section III.

Item 3. The system will be divided into three Districts:

a. All hook-ups located with frontage on the Birch Creek Road will be in District One (1).

b. All hook-ups located with frontage on the Capital Hill Road will be in District Two (2).

c. All hook-ups located with frontage on the Store Hill and north along this road will be in District Three (3).

Item 4. The Board will consist of one (1) member from each District and two (2) members 'At Large'.

Item 5. The Board will have the right to appoint one of their members as President, one as Secretary and one as Work Director.

Section III. Duties of Elected Officers.

Item 1. The President will head the organization, calling and presiding over meetings, counter-sign all checks and take general responsibility for the welfare of the system.

Item 2. The Secretary will take minutes of all meetings, keep financial records, keep a list of all equipment and property owned by the organization, counter-sign all checks, keep records of violations and keep a record of all other business transactions pertaining to the Organization.

Item 3. The Work Director will keep all equipment and take responsibility and leadership for getting work done.

Item 4. Board Members will have an equal vote on all matters pertaining to the decisions made. This Board has the right to make decisions concerning the physical operation of the Company such as repairs or leaks, cleaning of the reservoir, etc. Disposal of funds must have a 3/5 vote of the Board. Board members will write up violation and report to the Secretary.

Item 5. The Board of Directors will hold at least one Board meeting a year.

Item 6. If a Board members position becomes vacant for any reason, the remaining Board members will appoint a replacement with the same qualifying requirements for that position to complete the unexpired term.

Section IV. Elections.

Item 1. Elections will be held every even numbered year during the annual meeting.

Item 2. There will be no nominations. Every member with full equity will be an eligible candidate except as stated in Section I Item 7.

Item 3. On one election year, a representative from District one (1) will be elected along with one member 'At Large'. The next election year representatives from Districts 2 (2) and Three (3) will be elected along with one member 'At Large'.

Item 4. Voting will be done in writing and in secret. Members will vote for two or three persons, depending on which year it is. The Secretary will count ballots alone with three persons (one from each District, appointed by the Chairman, to witness the count.)

Item 5. There will be no proxy or absentee voting on any matter.

Item 6. There will be one vote per dwelling membership.

Section V. Annual Meeting for All Membership.

Item 1. During the first week of April of each year, an annual meeting will be held at the Church House or other appropriate place. Each member will be notified at least one week in advance of the meeting.

Item 2. Agenda:

A report will be given by the President on the last year's operation.

Financial report by the Secretary.

Election when needed

Readings of violations and decisions

Reports and suggestions for the next year.

Other business.

Item 3. Special Meetings may be called by the Board as needed and members of the Company will be notified.

Section VI. Finances.

Item 1. A yearly membership fee of \$200.00 will be paid by each member for the first dwelling unit and an additional \$30.00 for each additional dwelling unit not occupied year round or non-dwelling units on a separate hook-up. All dwelling units occupied year round will pay \$200.00 per year. Fees are due at or before the annual meeting and are for the past years water use. They may be paid in installments when approved by the Board of Directors.

Item 2. Special assessments may be levied by a majority vote of the membership-present and voting and will follow the following formula. A fractional assessment for each dwelling and non-dwelling hook-up will be charged.

Item 3. Failure to pay assessments and fees within one year of the due date will result in an additional charge of 1% per month from the due date. If not paid within a year, water may be turned off and a \$50.00 turn-on fee charged.

Item 4. A dwelling hook-up may be retained although not used, so long as the member continues to pay the dwelling fee each year. If the dwelling hook-up is used for some other as a dwelling hook-up. An original non-dwelling hook-up cannot be changed to a dwelling hook-up or have a new dwelling hook-up added to it.

Section VII. Use of Water

Item 1. The first and foremost purpose for this system is for furnishing culinary water to the dwellings. For yard and garden and livestock use, this water shall be proportioned to each member on a fair and equal basis. It will be the duty of the Board to so regulate turns as they see fit to do so.

Item 2. All lines leading from the main line will be ¾-inch pipe.

Item 3. Hook-ups not used for 2 years will have the water turned off and a turn-on fee of \$10.00 will be collected before water can be used. All fees and assessments must be paid in full.

Item 4. From May 1 to October 1 all stock watering will be regulated either by automatic controls or by regulation by the Board regarding sizes of streams or amount of water.

Item 5. The Board will have jurisdiction over all outlets from the main line including the shut-off valve.

Item 6. Any shut-off valve belonging to the Company will not be turned off or on without approval of the Board.

Item 7. Violations of Item 6 will be subject to Section IX Item 4.

Section VIII. Maintenance and Supplies

Item 1. All supplies and equipment will be kept by the Work Director. A list of equipment will be kept by the Secretary.

Item 2. The reservoir will be cleaned as necessary, usually once each year. The Work Director or a Board member will be present when this work is done.

Item 3. Anyone wishing to work off assessment as in Section IV Item 1, will be given priority on any job such as repairs or maintenance. Otherwise, someone will be hired.

Item 4. Amounts paid for labor will be determined by the Board.

Section IX. Violations

Item 1. The Board will not act as judge of violations. This will be the responsibility of the entire membership.

Item 2. All violations will be read at the annual meeting. The violators will have the opportunity to plead guilty and pay the fine or present their case to the assembled members and may be acquitted by a majority of those present and voting. Voting will be in writing and secret.

Item 3. It is the responsibility of every member to report to a member of the Board any known violations. The member of the Board in the presence of two or more members has the obligation to check on reported

violations. If they find a violation, the member in violation must be informed and a written report given to the Secretary.

Item 4. First Violation	No fine. Warning
Second Violation	\$10.00
Third Violation	\$25.00

Every additional violation Water will be turned off and turn-on fees and fine paid before water can be used again

Item 5. The Board should have in their possession a map of all outside taps and hook-ups of every member on the system and has the right to enter property and check outside taps at any time.

Section 5. Multiple Dwellings

Item 1. We have some hook-ups supplying water to more than one dwelling. These will not be increased and no new ones will be allowed.

Item 2. No member will be allowed an additional new dwelling hook-up, but they can be purchased from existing members.

Item 3. Any proposed non-dwelling hook-up or non-dwelling addition to a present hook-up must be approved in advance by the Board.

Section XI. Amendments

Item 1. All –proposed amendments to these By-Laws must be submitted to the Board of Directors by the first of March. They will send a copy of any proposed amendments to all members one week before the annual meeting.

Item 2. Voting on amendments will be at the annual meeting and will require a 2/3 vote of the membership present and voting for ratification. Voting will be in writing and secret.