



# Interior Gas Utility

Board of Directors Meeting  
April 23, 2019 @ 4:00 PM  
100 Cushman Street, Suite 512, Fairbanks, Alaska

## **DRAFT AGENDA**

### **I. Call to Order**

- Roll call
- Approval of Agenda & Consent Agenda  
(*Items marked with \* are approved under consent agenda*)
- Approval of Minutes – 4/2/2019\* and 4/9/2019\* .....Page 2
- Public Comment – *limited to three minutes*

### **II. New Business**

- Financial Policies .....Page 14
- Director Butler Resignation-Confirmation of IGU Board Vacancy .....Page 20
- Bylaws Amendment - Article V - Committees .....Page 22

### **III. Unfinished Business**

- IGU Policy No. 5  
Ethics, Conflicts of Interest and Complaint Procedures .....Page 24

### **IV. Other Business**

- Action Items List.....Page 47
- Union Negotiations (Possible Executive Session).....Page 49

### **V. Closing Comments**

- General Manager Comments
- IGU Attorney Comments
- Directors Comments

### **VI. Adjournment**

*To participate via teleconference, call 1-800-315-6338; when prompted, enter 47499*

**MINUTES**  
**4/2/2019 & 4/9/2019**



# Interior Gas Utility

Board of Directors Board Meeting  
April 2, 2019 @ 4:00 PM  
100 Cushman Street, Suite 512, Fairbanks, Alaska

## Draft Minutes

A Meeting of the Board of Directors of the Interior Gas Utility was held Tuesday, April 2, 2019, in the IGU Conference Room, Fairbanks, Alaska. IGU Board Chair, Pamela Throop presiding.

Others in attendance were: Dan Britton (IGU General Manager), Zane Wilson (CSG – IGU Attorney), Laura Steel (IGU Secretary), Mark Rockwell (FNG Director of Operations), and members of the Public; Liz Grieg (Public), Jim Sackett (Governor’s Office), and Jomo Stewart (FEDC).

### I. Call to Order @ 4:00 pm.

- Roll call

Board Members Present:

Pamela Throop  
Steve Haagenson  
Bill Butler  
Patrice Lee  
Mary Nordale  
Jack Wilbur  
Gary Wilken (telephonic)

- Approval of Agenda, Consent Agenda, & Minutes

***Moved by Vice Chair Haagenson and Seconded by Director Wilbur to approve the Agenda, Consent Agenda, and Minutes.***

- Amended March 19 Minutes to include Page 3 of Packet-add the name of the company Jackson Fox works for.
- Amended March 19 Minutes to include Page 4 of Packet-adding that we have Reconvened into regular session when we come out of Executive Session.
- Amended March 26 Minutes to include Page 8 of Packet-change the word “legislation” to “litigation” on Director Lee’s closing comments.

***Motion carried as amended without objection.***

- Public Comment – None.

### II. New Business

- Project Manager – Job Description
  - Discussion led by Mark Rockwell. Two-sided handout describing the Senior PM for the liquefaction project.

- Residence and office can be Anchorage or Fairbanks, but Fairbanks may be the duty station.
- Suggestions included a salary budget and listing five or six preferential things that are key points and possibly numbering them.
- Construction Manager at Risk (CMAR) approach discussed and may be a consideration for liquefaction plant. 65% Design versus 100% Design discussion.
- Cost of the recruitment is miniscule compared to the cost of the project, and suggestions were made to consider hiring someone short-term.
- Dan and Mark will revise and incorporate what they heard from the Directors and will move forward with the document.

### III. Old Business

- New Ethics Policy No. 5
  - Zane understood the agenda today was to take some votes and get direction from the BOD. 1) Who do we want to handle ethics complaints? GM, or IGU Attorney, or some other person or entity? 2) Do you want to go with Hearing Officer model, Ethics Committee or Subcommittee model, or something else? We need to work through those issues.
  - Director Wilbur stated he was hoping Zane would have taken the discussion from last meeting and come to the BOD with a recommendation based on the discussion, unless this is still his recommendation after the discussion.
  - Discussed who the BOD wants to handle the ethics complaints, what the BOD believes to be ethics violations, what process to use when ethics complaints are made.
  - Director Nordale requests for the BOD to read all the ethics violations listed in the new policy draft, and ensure they are clear.
  - Discussed ethics complaints against employees going directly to the GM. Original Policy No. 5 lacks a process to follow when an employee violates the policy. On page 2, the GM was responsible for dealing with it.

***Moved by Director Butler that “if there is an ethics complaint it goes to the Board’s Attorney, the Board’s Attorney makes the determination, if he makes the determination that it crosses the line to be an ethics complaint then he brings it to the Board for adjudication”.***

***Seconded by Director Wilbur.***

***Moved by Director Nordale to Amend the Motion so that “the complaint be filed with the General Manager who will immediately transmit it to the attorney”. Intent was the IGU Attorney can change, so can the GM, but at least the GM has a fixed address and we need to make it as simple as possible. Seconded by Director Wilken.***

Discussion.

- Complaint would go to the GM, who then gives it to the Attorney, who becomes the gatekeeper and determines if it will go to the Board.
- Hearing officer discussed as a possibility.
- Questions and discussion as to the motion and the amendment, and what they included.

***Call for the Question on the Amendment by Director Wilbur. Seconded by Director Butler.***

***Vote on the Question:***

***Butler Y, Lee Y, Nordale Y, Wilbur Y, Wilken N, Haagenson Y, Throop Y.***

***Motion Passes 6-1.***

***Vote on the Amendment:***

***Butler N, Lee N, Nordale Y, Wilbur N, Wilken Y, Haagenson N, Throop Y.***

***Amendment Fails 3-4.***

Discussion of original motion and who should receive the ethics complaint.

***Moved by Director Wilbur to Amend the Motion so that “the Counsel is responsible for making a decision on whether or not the complaint is valid and a recommendation on how to proceed to the Board.” Seconded by Director Lee.***

Discussion.

- Counsel would have a lot of insight on how the BOD should move forward.
- Director Butler has no problem with the Amendment.
- Madam Chair does not believe the attorney should make that determination solely.
- Determination would not be on its merits; if submitted correctly and is a violation to the ethics code, it will be forwarded to the Board.

***Vote on the Amendment:***

***Amendment Passed Unanimously.***

Discussion on the newly amended Motion and the different understandings of the Motion, and the process that will be followed with an ethics complaint.

Dan re-stated the Motion as follows:

***“If there is an ethics complaint, it shall be filed with the IGU Attorney. The IGU Attorney will review the complaint and determine whether or not it has been filed correctly. If filed correctly that complaint will be evaluated by the IGU Attorney and the IGU Attorney shall bring forward a recommendation to the IGU Board of Directors with whether or not the Attorney feels the complaint is valid, and the recommended action for such valid complaint.”***

***Vote on the Motion as Amended:***

***Motion passed Unanimously.***

Zane requests any Board members send him changes on the Ethics Policy.

Discussion on Ethics Policy No. 5.

***Moved by Director Lee to “table the discussion on the ethics document, that we made good progress today, that we table that and move it to the work session and that people submit their comments to Zane in writing regarding, cause’ I agree, Jack, its important but it also could take us an hour and a half to get through it, so my motion is to table this discussion and move it to***

***the next meeting and we start again cause' it may, we may need to take this in increments; and that in the meantime..."*** (interrupted by Discussion) ***No second.***

- Director Butler asks Dan why this policy isn't in the employee manual for employees instead of integrated in the BOD policy for Directors.

***Seconded by Director Nordale.***

- Question by Director Butler is moot as the preceding Motion is seconded.

***Vote on the Motion:***

***Butler Y, Lee Y, Nordale Y, Wilbur N, Wilken Y, Haagenson N, Throop Y.***

***Motion passed 5-2 to postpone discussion until next work session.***

Discussion on what the motion entailed and whether the BOD is to submit suggested changes to the attorney before the draft policy comes to the BOD.

Discussed whether the motion was to Table or Postpone, and the criteria for each.

#### **IV. Reports**

- General Manager
  - Report was provided in the Board Packet.
  - Mark and Dan are heading to Anchorage for a meeting to discuss proposed pipelines and utilities.
  - Legislative Update includes 2<sup>nd</sup> hearing at the House Finance Committee.
  - Director Lee asks about referring to the Titan Expansion without calling it the "Proposed" Titan Expansion.

#### **V. Other Business**

- Action Items List
  - Discussed list and removing 4 items at bottom of the list since they don't need to be separate action items on the list.
  - Madam Chair asked what the plan is for going forward and the purchase of gas. Dan points out #14 Identify gas supplies. Madam Chair wants a separate Plan going forward prior to #14 "Plan for Gas Supply" added to the Action Item List.
  - Director Lee also asks for information under #14 on the list. Who is making negotiations right now to unstrand BlueCrest? Also wants to know the plan, and any other specifics of the local goings-on that may affect us.

#### **VI. Old Business**

- Siemens Update
  - Discussed press release and letter last time, and now have changes to both of those. Zane does not think there is anything left to discuss. We need the public to be on notice and put it on the agenda for action.
  - Director Lee states she would like to make a Motion and begins to read a written statement recommending a 30-day hiatus is taken before terminating

Siemens MOU, and a review that will cost up to \$2,000 should be done. Zane comments that a motion is not an option since this is not an agenda item that we can act on in this meeting.

- Discussion about the process for the next meeting re: Siemens MOU.
- North Pole Storage Update
  - Discussed continuing to evaluate bids. Madam Chair wants a motion to go into Executive Session to discuss this in detail.

Five Minute Break @ 6:18 P.M.

Reconvene in Regular Session @ 6:26 P.M. for Closing Comments and Executive Session.

Madam Chair suspends the rules for Closing Comments before Executive Session.

## **VII. Closing Comments**

- Director Lee stated she is happy to hear that air quality is coming up so often in testimonies and whatnot, but at the same time it's a two edged sword and she's a little sad that sometimes it appears that people are trying not to pay money, or they get money and the air quality issue is all of a sudden front and center everywhere. So it's a good thing that it is but she hopes that people will remain committed to the idea that it's a health & safety issue and that the sooner we get affordable gas to the community, the more likely we are to be able to clean up our air.

***Motion to move to executive session to consider matters related to the North Pole Storage facility update; the public knowledge of which would clearly have an adverse effect on the finances of IGU. And to attend would be IGU Attorney, GM, and Mark Rockwell.***

***Moved by Director Wilken, Seconded by Director Butler.***

Board went into Executive session @ 6:29 pm.

Reconvene into Regular Session.

## **VIII. Adjournment @ 7:20 p.m. Moved by Director Butler, Seconded by Director Lee.**

DATE: 4-2-2019

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# Interior Gas Utility

Board of Directors Work Session & Special Board Meeting

April 9, 2019 @ 4:00 PM

100 Cushman Street, Suite 512, Fairbanks, Alaska

## **Draft Minutes**

A Work Session & Special Board Meeting of the Board of Directors of the Interior Gas Utility was held Tuesday, April 9, 2019, in the IGU Conference Room, Fairbanks, Alaska. IGU Board Chair, Pamela Throop presiding.

Others in attendance were: Dan Britton (IGU General Manager), Zane Wilson (CSG – IGU Attorney), Laura Steel (IGU Secretary), Mark Rockwell (FNG Director of Operations), and Public members: Liz Greig, and Jomo Stewart (FEDC).

### **I. Call to Order @ 4:00 pm.**

- Roll call

Board Members Present:

Pamela Throop  
Steve Haagenson  
Bill Butler  
Patrice Lee  
Mary Nordale  
Jack Wilbur  
Gary Wilken

- Approval of Agenda
  - Madam Chair requested that Unfinished Business IGU Policy No. 5 be postponed to the next meeting.
  - Moved by Vice Chair Haagenson, Seconded by Director Lee to accept the Agenda as modified.
  - Agenda approved without objection.
- Public Comment – None.

### **II. New Business**

- Siemens MOU Termination
  - Moved by Director Butler, Seconded by Director Wilbur, that “the IGU Board of Directors hereby authorizes the IGU General Manager to terminate the October 24, 2018, Siemens Government Technologies, Inc. (Siemens), and

Interior Alaska Natural Gas Utility (IGU) Memorandum of Understanding (MOU)".

▪ Discussion:

- Director Lee wants to make an amendment to the motion. Director Lee Moved and Director Nordale Seconded that IGU does not terminate the MOU with Siemens at this time, that they take a 30-day hiatus at which time an independent review of Siemens offers in relation to the IGU ...will be conducted.
  - Discussion:
    - Point of Order called by Director Wilbur. Discussed Motion and became Moot as it was not an Amendment to the Motion on the Table.
- Discussion on the Motion.
- Director Wilbur requested Zane weigh in on his perception of the negotiation session, so they have it on public record.
- Zane sees we turned over every stone, doesn't see anything else we could have done, sees no point in going back to Siemens. We did everything we could to try to be successful. No reservation whatsoever about the fact that we put it all on the table and tried to work a deal.
- Directors continued discussing the negotiating history.
  - Director Wilbur Called for the Question, Seconded by Director Butler.
  - Vote by Roll Call:
    - Butler Y, Lee N, Nordale N, Wilbur Y, Wilken Y, Haagenson Y, Throop Y.
    - Motion passed 5-2. Debate ends.
- Vote by Roll Call on original Motion:
- Butler Y, Lee N, Nordale N, Wilbur Y, Wilken Y, Haagenson Y, Throop Y
- Motion passed 5-2.

### III. Other Business

- IGU Employment Agreements
  - Written Motion was emailed to Directors and provided at meeting to establish a standing committee to handle General Manager employment related contract.
  - Zane states they only amended it to limit it to the General Manager and some editorial/punctuation kinds of changes, but otherwise the same.
  - Director Lee had sent a question as to whether we had sufficient scope as to the GM duties in order to create a performance standard. Madam Chair states the contract has this.
  - Madam Chair Moves the Motion as written (and attached).
  - Zane suggests the language in the first paragraph to say "standing" committees instead of "temporary" committees. Director Wilbur disagrees to the designation. Discussion of which language to use.
  - Motion Seconded by Director Butler, with the term "standing" and the elimination of the term "temporary" from the written Motion.

- Discussed language of 'temporary' versus 'standing' committee, and the duties of the committee.
  - Vice Chair Haagenson provided an amended motion, hard copies handed out as red-line version and clean version, and clean version of the Motion was read. Seconded by Director Wilken.
  - Discussed the amendment.
    - Motion by Director Wilken to Amend the Motion and add a new Item 2) that the committee shall be approved by the majority of the Board of Directors. Seconded by Director Wilbur.
    - Discussion on what the Bylaws say, and how appointments are made.
      - Motion by Director Nordale to Amend the Motion and provide that the Board shall establish the GM Review Committee and the Chair of the BOD shall appoint 2 members, or the Chair of the BOD shall serve on the committee and appoint the second member.

Brief recess taken.

Reconvene into open session @ 4:59 pm.

- Madam Chair reiterated we have a Motion on the floor, we have an Amendment, and we have an Amendment to the Amendment, and an un-seconded Amendment from Director Nordale.
  - Motion by Director Nordale was Seconded by Director Lee.
    - Madam Chair asked Ms. Steel to read the Amendments, in order.
    - Madam Chair opened up for Discussion on this latest Amendment only.
      - Director Wilbur Moved to postpone action on this until a time when we Amend the Bylaws to determine how we are going to establish committees. We have shown, basically, the inadequacy of the Bylaws in trying to tell us how to form a Committee. This discussion should not be trying to figure out how we form committees. And so this ought to be postponed until we sit down with the Bylaws and decide how we are going to form committees. Seconded by Director Butler.
      - Discussion.

Roll Call Vote:

Butler Y, Lee Y, Nordale Y, Wilbur Y, Wilken N, Haagenson N, Throop N.

Motion Passed 4-3.

- Discussed all the Motions/Amendments will be brought back on the Table.
- Postponed until the 23<sup>rd</sup>.
- Discussion continued.
- Action Items List reviewed.

#### IV. Closing Comments

- Director Butler-This is Director Butler's last Board Meeting, now that he has seen the Siemens thing resolved, he is resigning.
- Director Lee-thanked Director Butler for his service
- Director Nordale-said Director Butler served North Pole well.
- Director Wilken-said it was a big deal to get tentative approval from a bank. First time in 6 years someone is willing to put money on it. Maybe this thing is going to work, that is what Mt McKinley did for us. Thanks everyone here.
- Director Wilbur-thanked Director Butler for participating all this time. Bylaws indicate they do have to accept his resignation. Page 2 of 7. It should be on the Agenda next week.
- Vice Chair Haagenson-If we knew, we would have had a cake. Asked Director Butler to look at his circle of friends and see if he can find someone to help us.
- Madam Chair-meeting schedule will continue weekly, no meeting on the 30<sup>th</sup>. In May, lets resume as we did and go back to monthly schedule. (Director Wilbur agrees and asked that next week's meeting is the one we don't have. He is on the Chancellors Board of Advisors and they have a meeting next week.)  
We are skipping next Tuesday's meeting and then having our Board Meeting on the 23<sup>rd</sup> and the Work Session on the 30<sup>th</sup>. NO meeting on the 16<sup>th</sup>.
- We will resume meeting twice monthly with a May 7 meeting and a May 21 meeting.

#### V. Adjournment @ 5:34 P.M. Director Butler moved, Director Wilbur seconded.

DATE: 4-9-2019

[illegible]

## **FINANCIAL POLICIES**

## INTERIOR GAS UTILITY POLICY

**Policy NO. XX**

**Page 1 of 5**

**Subject:** Debt Policy

**Effective Date:** TBD

**Revision Date:**

### I. PURPOSE

To establish guidelines and a framework for the issuance and management of debt by the Interior Alaska Natural Gas Utility (Utility).

### II. POLICY

- A. It is the policy of the Utility that the preceding paragraphs be used as the framework for the issuance of debt.
- B. All anticipation borrowing shall be consistent with local, state, and federal laws and regulation.
- C. The Utility will seek to foster and maintain positive relationships with all credit rating agencies and creditors.
- D. The Utility is committed to providing continuing disclosure of financial and pertinent credit information relevant to the Utility's outstanding debt and will comply with continuing disclosure requirements under Securities and Exchange Commission Rule 15c2-12 and reporting requirements under its bond and bank documents.
- E. The issuance of long-term debt will be used only to finance capital expenditures, and the acquisition of property, both land and equipment.
  - Long-term debt is not appropriate to fund current operating or maintenance expenses.
  - Long-term debt may include bonds, bank term loans and capital leases.
  - The final maturity of the debt will not exceed the useful life of the financed asset or project.
  - The Utility may utilize various debt and coupon structures to accomplish its

## INTERIOR GAS UTILITY POLICY

**Policy NO. XX**

**Page 2 of 5**

**Subject:** Debt Policy

**Effective Date:** TBD

**Revision Date:**

financing goals, including the use of premium bonds, discount bonds, and capital appreciation bonds.

- Use of capitalized interest should be limited to completion of the financed project, until expected project revenues will be sufficient to pay debt service, and to align future net aggregate debt service of the Utility with available revenues for repayment of debt service.
- Optional redemption provisions shall be as short as possible consistent with the lowest interest cost to the Utility. When possible, the redemption price should be par plus accrued interest to the optional redemption date.
- Long-term debt issued on a project finance basis will only be issued if the projected revenues of the project or other identified sources of repayment are reasonably expected to be sufficient to provide for the timely payment of debt service.
- Bond insurance will be considered for use when it provides an economic savings to the Utility.
- The Utility will monitor opportunities to obtain savings in interest expense by refunding outstanding debt. As a general rule, the present value savings of a particular refunding should exceed 3% of the principal of the refunded bonds and the final maturity date of the refunding bonds should not exceed the final maturity date of the refunded bonds.

F. The issuance of short-term debt will be used only to address timing differences between the receipt of revenues and expenditures, short-term working capital needs, and interim financing to be repaid through the issuance of long-term debt or the receipt of grants.

- Short-term debt issued to address timing differences between the receipt of revenues and expenditures or fund working capital will be reduced to no more than 3% of total revenues for 30 days each fiscal year.
- The issuance of an interim financing will require demonstration that the interim debt can reasonably be expected to be serviced by current revenues and subsequently extinguished through the issuance of long-term debt.



## INTERIOR GAS UTILITY POLICY

**Policy NO. XX**

**Page 3 of 5**

**Subject:** Debt Policy

**Effective Date:** TBD

**Revision Date:**

- G. The Utility's preference is to structure its long-term debt to provide level debt service based on its aggregate outstanding long-term debt. To such end, the preference of the Utility is to issue long-term debt with level annual debt service. Other debt service structures may be considered if an economic advantage or business purpose is identified for a particular issuance.
- H. The Utility will determine the most economic means of selling its long-term debt, negotiated or competitive sale. While a competitive sale places potential purchaser's in competition to buy the long-term debt of the Utility in a transparent fashion, the Utility may realize a lower cost through negotiated sale due, among other reasons to, a volatile market conditions, time constraints, size, credit rating, security, or nature of the issue.
- I. Arbitrage Rebate Post-Issuance federal tax requirements generally fall into two categories: (i) the qualified use of proceeds of tax-exempt debt and property financed thereby; and (ii) arbitrage yield restriction and rebate. Qualified use requirements require monitoring of the various direct and indirect uses of property financed by tax-exempt bonds over the life of the bonds and calculations of the percentage of nonqualified uses of such property. Arbitrage Rebate requirements also require monitoring, over the life of the bonds, to determine whether the (i) yield on investments acquired with tax-exempt bond proceeds are properly restricted and (ii) issuer must file IRS Form 8038-T to make a yield reduction payment and/or rebate payment. The Utility will comply with arbitrage rebate post-issuance federal tax requirements in connection with the issuance of tax-exempt debt.

## INTERIOR GAS UTILITY POLICY

**Policy NO. XX****Page 4 of 5****Subject:** Debt Policy**Effective Date:** TBD**Revision Date:**

- J. The Utility shall maintain a minimum bond rating objective of investment-grade for all debt issues with at least one nationally recognized rating agency.
- K. All covenants related to debt financing will be strictly followed. No less than quarterly, a supplemental report will be provided to the Utility's Finance Committee reporting compliance or non-compliance with covenants. In the event of non-compliance, a comprehensive plan will be submitted to correct the non-compliance.

### III. REFERENCES

- A. There are no references associated with this policy.

### IV. DEFINITIONS

- A. **Arbitrage Rebate** – A payment made by an issuer to the federal government in connection with an issue of tax-exempt or other federally tax-advantaged bonds.
- B. **Capitalized Interest** – is the addition of unpaid interest to the principal balance of the debt.
- C. **Investment-Grade** – is a bond with a credit rating of BBB- (on the Standard & Poor's and Fitch scale) or Baa3 (on Moody's) or higher.

### V. RESPONSIBILITY

- A. The Board of Directors shall be responsible for the review, approval, and adoption of the Debt Policy.

## INTERIOR GAS UTILITY POLICY

**Policy NO. XX**

**Page 5 of 5**

**Subject:** Debt Policy

**Effective Date:** TBD

**Revision Date:**

- B. General Manager shall be responsible for enforcing management and employee compliance with the Debt Policy.
- C. The Chief Financial Officer/Controller shall be responsible for the execution of the Debt Policy.

### VI. PROCEDURES

- A. No specific tasks or activities associated with this policy.

### VII. ANNUAL REVIEW DATE

- A. The Debt Policy will be reviewed annually on or before January 31 by the General Manager and Chief Financial Officer/Controller and updated or revised as necessary. Any changes or enhancements must be approved and adopted by the Board of Directors.

## **DIRECTOR BUTLER RESIGNATION- CONFIRMATION OF IGU BOARD VACANCY**

*Alaska*

April 15, 2019

City Hall  
907-488-2281  
Fax: 907-488-3002

Pamela Throop, Chair  
Interior Gas Utility  
3408 International Street  
Fairbanks, Alaska 99701

Mayor  
907-488-8584

**RE: Resignation letter**

City Clerk  
907-488-8583

Ms. Throop:

I wanted to re-affirm my announcement at the April 9 IGU board meeting that effective at the conclusion of that meeting that I was resigning from the IGU Board of Directors.

Police  
Department  
907-488-6902

Sincerely,



Bill Butler

Fire  
Department  
907-488-2232

Director of City Services  
City of North Pole

Utilities  
907-488-6111

c Mike Welch, Mayor

Director of  
City Services  
907-488-8593

Finance  
907-488-8594

**BYLAWS AMENDMENT  
ARTICLE V-COMMITTEES**

### IGU BOARD MOTION

**WHEREAS** Article V of the IGU Board laws is ambiguous regarding how appointments are made to standing and temporary committees;

IT IS HEREBY MOVED THAT:

1. Article V – Committees of the IGU Bylaws shall be amended as follows:

#### Article V – Committees

The Board may ~~appoint~~ establish standing and temporary committees to advise the Directors. Each committee shall be chaired by a member of the Board of Directors, ~~appointed by the Chair,~~ and include at least one other member of the Board. Committees may include non-Directors. All appointments shall be made by the Chair, subject to confirmation by the Board of Directors. These Committees will report and may develop work products during the Committee of the Whole Meetings.

2. This amendment to the Bylaws shall be effective upon approval of the amendment by the Fairbanks North Star Borough Assembly.

\_\_\_\_\_  
Pamela Throop - Chair, IGU Board of Directors

\_\_\_\_\_  
Date

**IGU POLICY NO. 5  
ETHICS, CONFLICTS OF INTEREST &  
COMPLAINT PROCEDURES**



**INTERIOR GAS  
UTILITY POLICY**

**Policy NO. 05****Page 1 of 7**

**Subject:** Ethics, Conflicts of Interest and Complaint  
Procedures-Employees

**Effective Date:** , 2019**Revision Dates:** 4/4/2017;  
2/6/2019; 4/3/19**I. OBJECTIVE**

To provide guidelines by which Interior Gas Utility (IGU) ~~Directors,~~  
employees ~~and affiliates~~ conduct themselves in a manner which avoids  
conflicts of interest, ~~which may result in embarrassment,~~ decreased  
productivity, monetary loss or inappropriate use of IGU's name or property  
and to provide a process for the filing and resolution of ethics complaints.

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**II. POLICY**

**A.** ~~Directors~~ Employees shall comply with the ~~Board adopted Code of Ethics for  
the IGU Board.~~ Employee Code of Ethics.

**B.** ~~Employees shall not engage, either directly or indirectly, in partisan political  
activities as representatives of IGU.~~

**C.** ~~Employees may promote and support the enactment and enforcement of  
federal and state legislative, regulatory and administrative rules, laws and  
regulations which encourage the lowest cost service to customers  
consistent with sound management and wise use of resources.~~

**D.** ~~Employees shall not sell, distribute or provide gas, supplies or related  
services to other employees or the general public outside of their  
employment.~~

**E.** ~~An employee may have another job in addition to the job he or she holds with  
IGU as long as the "second" job does not create a conflict of interest in their  
IGU position, as determined by IGU. The employee must notify  
management or the General Manager, and obtain written approval for the  
"second" job prior to accepting the "second" job. A "second" job cannot  
interfere in any way with their employment with IGU. The "second" job shall~~

~~not adversely affect the employee's performance, hours of work, ability to meet overtime requirements or the reputation of IGU.~~

~~F. Any product, procedure, process, intellectual property or invention developed by an employee(s) on IGU's premises, during the employee's work time or using IGU-owned equipment or materials shall be the sole and exclusive property of IGU.~~

~~G. Employees shall not engage in any outside activity which creates, has the realistic potential of creating, or has the appearance of creating a conflict of interest with the employee's duties or which is contrary to the interests of IGU.~~

~~H. No employee shall knowingly use IGU property, funds or position for personal gain.~~

~~I. Confidential information obtained in the course of an employee's duties may not be used for financial gain to the employee or be, in any other way or for any other purpose, disclosed.~~

~~J.B.~~ Every Employee of IGU is expected to avoid situations which might realistically be construed as unethical or a conflict of interest since it is not feasible in a policy statement such as this to describe all of the circumstances and conditions that might be or have the potential of being a conflict of interest.

~~K.C.~~ Definitions.

"Anything of value" means:

1. Anything having a monetary value in excess of \$100.00; or
2. Anything, regardless of its monetary value, perceived or intended by either the one who offers it or the one to whom it is offered to be sufficient in value to influence a public official in the performance or nonperformance of an official action; or
3. Anything, regardless of its monetary value, which, under the circumstances, a reasonably prudent person in the position of the public official to whom the thing is or may be offered, would recognize as being likely to be intended to influence the public official in the performance or nonperformance of an official action; and

4. The term “anything of value” includes, but is not limited to, a valuable act, advance, award, benefit, contract, compensation, contribution, deposit, emolument, employment, favor, fee, forbearance, gift, gratuity, honorarium, loan, offer, payment, perquisite, privilege, promise, reward, remuneration, service, subscription, or the promise that any of these things will be conferred in the future.

“Complainant” means a person filing a complaint.

“Confidential information” means information gained by the IGU in the course and scope of its business, including but not limited to personnel, financial and litigation information which is not generally made available to the public, or information concerning the acts or intended acts of IGU, including but not limited to executive sessions and ethics hearings not generally made available to the public.

“Conflict of interest” means a private or financial interest or an interest in anything of value, as defined in this policy, or a professional interest in a relevant matter. It may also include the filing of a complaint by a public official or a member of the board.

“Entity” means a group of persons organized for any purpose including but not limited to a corporation, company, partnership, firm, association, organization, joint venture, joint stock company, foundation, institution, government, union, trust, society, church or club.

“Financial interest” means:

1. An interest held by a person or entity subject to this policy or an immediate family member, which includes an involvement or ownership of an interest in a business, including a property ownership, or a professional or private relationship, that is a source of income, or from which, or as a result of which, a person has received or expects to receive anything of value; or
2. The public official holds a position in an entity, as an officer, director, trustee, partner, or holds a position of management.

This definition, however, shall be interpreted and applied in a manner that distinguishes between minor and insubstantial conflicts that are unavoidable in a free society and those conflicts of interest that are substantial and material. Specifically, a public official shall not be disqualified from participation in matters in which the public official:

1. Has a financial interest which is insubstantial;
2. Has a financial interest that is possessed generally by the public or a large class of persons to which the public official belongs;
3. Merely performs some duty or has some influence which would have insubstantial or conjectural effect on the matter; or
4. Has an interest because it involves compensation and benefits for the performance of public official duties.

"Gift" means any benefit or thing or act of value which is conveyed to or performed for the benefit of a public official including any advance, award, contract contribution, deposit, employment, favor, forbearance gratuity, honorarium, loan, payment, service, subscription, or the promise that any of these things or acts of value will be conferred in the future, if such thing or act of value is conferred or performed without the lawful exchange of consideration which is at least equal in value to the thing or act conferred or performed.

"IGU" includes all entities owned in whole or in part by IGU.

"Immediate family member" means spouse, child (step, biological or adoptive), parent (step, biological or adoptive), sibling, grandparent, father-in-law, mother-in-law, or a regular member of the public official's household.

"Person" means and includes a corporation, company, firm, partnership, association, society, organization or business trust, joint venture, as well as a natural person.

"Private interest" means any personal, other than financial, involvement that may be prejudicial to or in conflict with the public interest. This definition, however, should be interpreted in a manner that distinguishes between minor and insubstantial involvement that is unavoidable in a free society and those that are substantial and material. Specifically, a public official shall not be disqualified from participation in matters in which the public official has a personal interest:

- (1) Which is insubstantial;
- (2) That is possessed generally by the public or a large class of persons to which the public official belongs; or
- (3) In a matter over which the public official merely performs some duty or has some influence which would have insubstantial or conjectural effect on the matter.

"Public censure" means an official rebuke, which shall be part of the public records.

"Public official" means any IGU employee or person serving on the IGU Board.

"Respondent" means the person against whom a complaint is filed with the board of ethics.

"Subpoena" means a command to appear at a certain time and place to give testimony upon a certain matter. A subpoena duces tecum requires production of books, papers and other things.

### **III. RESPONSIBILITY**

- A.** The General Manager shall be responsible for enforcing employee compliance with this policy.

### **IV. Employee Code of Ethics and Complaint Procedure**

**A. General Prohibited Conduct.** No person serving on the IGU Board employee shall:

1. Solicit, offer or receive money or other item of value in return for the exercise of the person's official duties.
2. Offer or accept any money or other item anything of value for or in consideration of obtaining any employment, appointment, or promotion of any person by IGU.
3. Offer or accept any money or other item anything of value for or in consideration of the use of the person's public employee's position to obtain a contract for any person or business, payment or engage in any other transaction with IGU.
4. Use for the person's own benefit financial interest, or for the benefit of another, confidential information acquired by reason of the person's IGU position and which is not available to the public.
5. Disclose or release, confidential information acquired as an Board member employee or from the person's official duties unless authorized by law, by a board majority, the IGU Board, or by court order.

6. Divert or permit the diversion of IGU resources including personnel time, IGU services, vehicles, equipment, materials or other property for a purpose unrelated to IGU business or for personal gain.
7. Accept a gift from an individual or an entity with interests that may be substantially affected by the performance of the person's official employee's IGU duties under circumstances where the timing and nature of the gift would cause a reasonable person to question the person's judgment in exercising IGU duties on a matter affecting the donor.
8. Accept gifts from persons on a basis so frequent as to raise an appearance of the use of the person's employee's IGUs position for private gain.
9. State or suggest to another person that official action or vote on any IGU matter is conditioned on the retention or non-retention of services, including without limitation professional services, construction, and the procurement of supplies, from another person or entity.
10. Engage as a representative of IGU or during the Employee's work hours, either directly or indirectly, in partisan political activities or use official position to solicit a contribution, endorsement, or other campaign support for any political candidate.
11. Act in a manner to suggest that the employee is acting in the employee's official capacity or otherwise representing IGU when engaging in political activity during personal time.
12. Sell, distribute or provide gas, supplies or related services or products to other employees or the general public outside of their employment. Any product, procedure, process, intellectual property or invention developed by an employee(s) on IGU's premises, during the employee's work time or using IGU owned equipment or materials shall be the sole and exclusive property of IGU.
13. Engage in any outside activity which creates, has the realistic potential of creating, or has the appearance of creating a conflict of interest with the employee's duties or which is contrary to the interests of IGU. An employee may have another job in addition to the job he or she holds with IGU as long as the "second" job does not create a conflict of interest in their IGU position, as determined solely by IGU. The employee must notify the General Manager, and obtain written approval for the "second" job prior to accepting the "second" job. A "second" job cannot interfere in any way with their employment with IGU. The "second" job shall not adversely affect

the employee's performance, hours of work, ability to meet overtime requirements or the reputation of IGU.

- B. Complaint procedure - Employee.
1. Any person may file a complaint under this chapter concerning an employee with the General Manager. The complaint may be filed with the Chair if the General Manager is the subject of the complaint. A complaint shall specify the provisions of this chapter alleged to have been violated and facts alleged to constitute the violation.
  2. All complaints under this section shall be in writing and signed and sworn to under oath by the complaining person. Upon request by the complainant, the name of the complainant shall be kept confidential and shall not be revealed unless for good cause shown.
  3. Upon receipt of the complaint, the General Manager or Chair shall give the person under investigation notice of the substance of the complaint and an opportunity to present written information or oral testimony including the names of any individuals the person wishes to have interviewed.
  4. At the conclusion of an investigation, the General Manager or Chair shall prepare a written report including:
    - a) A summary of the investigation; and
    - b) Such administrative or legal action as deemed appropriate.
  5. The report shall be delivered to the person under investigation, the Chair, and the IGU attorney.
  6. The decision of the General Manager or chair shall be the final decision maker on all complaints, subject to appeal to the Superior Court in accordance with the Alaska Rule of Appeal Procedure. Action on complaints and investigations shall be completed within 90 days of the filing of the complaint unless good cause is shown for an additional 30-day extension.
  7. If an employee is found in violation of this chapter or found to have furnished false or misleading information during the investigation, the employee may be subject to reprimand, demotion, suspension, discharge or otherwise subject to disciplinary action. This section does not prohibit the review of a disciplinary action in the manner prescribed by an applicable collective bargaining agreement.

All documents, records, testimony, final determination and disciplinary action relating to the investigation of the complaint are confidential and shall not be released to the public unless required by state law or court order.

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IGU Board Chair

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Date

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Secretary to the Board

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Date



**INTERIOR GAS  
UTILITY POLICY**

**Policy N0. XX**

**Page 1 of 13**

**Subject:** Ethics, Conflicts of Interest and Complaint  
Procedures-Directors

**Effective Date:** 2019

**Revision Dates:** 4/4/2017;  
2/6/2019; 4/3/19

**I. OBJECTIVE**

To provide guidelines by which Interior Gas Utility (IGU) Directors ~~employees and affiliates~~ conduct themselves in a manner which avoids conflicts of interest ~~which may result in embarrassment~~, decreased productivity, monetary loss or inappropriate use of IGU's name or property and to provide a process for the filing and resolution of ethics complaints.

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**II. POLICY**

1. Directors shall comply with the Board adopted *Code of Ethics for the IGU Board*.

~~2. Employees shall not engage, either directly or indirectly, in partisan political activities as representatives of IGU.~~

~~3. Employees may promote and support the enactment and enforcement of federal and state legislative, regulatory and administrative rules, laws and regulations which encourage the lowest cost service to customers consistent with sound management and wise use of resources.~~

~~4. Employees shall not sell, distribute or provide gas, supplies or related services to other employees or the general public outside of their employment.~~

~~5. An employee may have another job in addition to the job he or she holds with IGU as long as the "second" job does not create a conflict of interest in their IGU position, as determined by IGU. The employee must notify management or the General Manager, and obtain written approval for the "second" job prior to accepting the "second" job. A "second" job cannot interfere in any way with their employment with IGU. The "second" job shall not adversely affect the employee's performance, hours of work, ability to meet overtime requirements or the reputation of IGU.~~

- ~~6. Any product, procedure, process, intellectual property or invention developed by an employee(s) on IGU's premises, during the employee's work time or using IGU-owned equipment or materials shall be the sole and exclusive property of IGU.~~
- ~~7. Employees shall not engage in any outside activity which creates, has the realistic potential of creating, or has the appearance of creating a conflict of interest with the employee's duties or which is contrary to the interests of IGU.~~
- ~~8. No employee shall knowingly use IGU property, funds or position for personal gain.~~
- ~~9. Confidential information obtained in the course of an employee's duties may not be used for financial gain to the employee or be, in any other way or for any other purpose, disclosed.~~
10. Every Director and Employee of IGU is expected to avoid situations which might realistically be construed as unethical or a conflict of interest since it is not feasible in a policy statement such as this to describe all of the circumstances and conditions that might be or have the potential of being a conflict of interest.

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#### 1. Definitions.

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"Anything of value" means:

1. Anything having a monetary value in excess of \$100.00; or
2. Anything, regardless of its monetary value, perceived or intended by either the one who offers it or the one to whom it is offered to be sufficient in value to influence a public official in the performance or nonperformance of an official action; or
3. Anything, regardless of its monetary value, which, under the circumstances, a reasonably prudent person in the position of the public official to whom the thing is or may be offered, would recognize as being likely to be intended to influence the public official in the performance or nonperformance of an official action; and

4. The term “anything of value” includes, but is not limited to, a valuable act, advance, award, benefit, contract, compensation, contribution, deposit, emolument, employment, favor, fee, forbearance, gift, gratuity, honorarium, loan, offer, payment, perquisite, privilege, promise, reward, remuneration, service, subscription, or the promise that any of these things will be conferred in the future.

“Complainant” means a person filing a complaint.

“Confidential information” means information gained by the IGU in the course and scope of its business, including but not limited to personnel, financial and litigation information which is not generally made available to the public, or information concerning the acts or intended acts of IGU, including but not limited to executive sessions and ethics hearings not generally made available to the public.

“Conflict of interest” means a private or financial interest or an interest in anything of value, as defined in this policy, or a professional interest in a relevant matter. It may also include the filing of a complaint by a public official or a member of the board.

“Entity” means a group of persons organized for any purpose including but not limited to a corporation, company, partnership, firm, association, organization, joint venture, joint stock company, foundation, institution, government, union, trust, society, church or club.

“Financial interest” means:

1. An interest held by a person or entity subject to this policy or an immediate family member, which includes an involvement or ownership of an interest in a business, including a property ownership, or a professional or private relationship, that is a source of income, or from which, or as a result of which, a person has received or expects to receive anything of value; or
2. The public official holds a position in an entity, as an officer, director, trustee, partner, or holds a position of management.

This definition, however, shall be interpreted and applied in a manner that distinguishes between minor and insubstantial conflicts that are unavoidable in a free society and those conflicts of interest that are substantial and material. Specifically, a public official shall not be disqualified from participation in matters in which the public official:

1. Has a financial interest which is insubstantial;

2. Has a financial interest that is possessed generally by the public or a large class of persons to which the public official belongs;
3. Merely performs some duty or has some influence which would have insubstantial or conjectural effect on the matter; or
4. Has an interest because it involves compensation and benefits for the performance of public official duties.

"Gift" means any benefit or thing or act of value which is conveyed to or performed for the benefit of a public official including any advance, award, contract contribution, deposit, employment, favor, forbearance gratuity, honorarium, loan, payment, service, subscription, or the promise that any of these things or acts of value will be conferred in the future, if such thing or act of value is conferred or performed without the lawful exchange of consideration which is at least equal in value to the thing or act conferred or performed.

"IGU" includes all entities owned in whole or in part by IGU.

"Immediate family member" means spouse, child (step, biological or adoptive), parent (step, biological or adoptive), sibling, grandparent, father-in-law, mother-in-law, or a regular member of the public official's household.

"Person" means and includes a corporation, company, firm, partnership, association, society, organization or business trust, joint venture, as well as a natural person.

"Private interest" means any personal, other than financial, involvement that may be prejudicial to or in conflict with the public interest. This definition, however, should be interpreted in a manner that distinguishes between minor and insubstantial involvement that is unavoidable in a free society and those that are substantial and material. Specifically, a public official shall not be disqualified from participation in matters in which the public official has a personal interest:

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"Public censure" means an official rebuke, which shall be part of the public records.

"Public official" means any IGU employee or person serving on the IGU Board.

"Respondent" means the person against whom a complaint is filed with the board of ethics.

"Subpoena" means a command to appear at a certain time and place to give testimony upon a certain matter. A subpoena duces tecum requires production of books, papers and other things.

### III. RESPONSIBILITY

1. The IGU Board shall be responsible for enforcing a Director's compliance with this policy.

### IV. Code of Ethics for the IGU Board and Complaint Procedures

1. **Purpose and Intent.** ~~Members serving on the IGU Board.~~ Directors provide their time and energy in public service to the Board and exercise significant personal commitment, often at substantial financial sacrifice in terms of time taken from other professional endeavors. The appointed and elected members are expected and permitted to earn a living and hold individual financial interests. However, matters coming before the Board may include matters in which the appointed or elected member or a family member has a financial or private interest creating ethical issues which should be regulated in order to ensure that decisions of IGU rest solely on what is in the public's best interest.

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**B. General Prohibited Conduct.** ~~No person serving on the IGU Board~~ No Director shall:

1. Solicit, offer or receive money or other item of value in return for a vote, or the exercise of the person's official duties.
2. Offer or accept any money or other item of value for or in consideration of obtaining employment, appointment, or promotion of any person by IGU.
3. Offer or accept any money or other item of value for or in consideration of the use of the person's public position to obtain a contract for any person or business with IGU.
4. Use for the person's own benefit, or for the benefit of another, confidential information acquired by reason of the person's IGU position and which is not available to the public.

5. Disclose or release, confidential information acquired as a Board member or from the person's official duties unless authorized by law, by a Board majority, or order of the court.
6. Divert or permit the diversion of IGU personnel time, IGU services, vehicles, equipment, materials or other property for a purpose unrelated to IGU business.
7. Accept a gift from an individual or an entity with interests that may be substantially affected by the performance of the person's official IGU's duties under circumstances where the timing and nature of the gift would cause a reasonable person to question the person's judgment in exercising official IGU duties on a matter affecting the donor.
8. Accept gifts from persons on a basis so frequent as to raise an appearance of the use of the person's IGUs position for private gain.
9. State or suggest to another person that official action or vote on any IGU matter is conditioned on the retention or non-retention of services, including without limitation professional services, construction, and the procurement of supplies, from another person or entity.

**C. IGU Exercising Monetary or Management Discretion.** When action on a matter involves monetary discretion in the recommendation of policy or funding, IGU Board members Directors shall disclose any financial interest or personal involvement in the matter, including a summary of personal contacts.

**D. Disclosure Requirements.** IGU Board members Directors shall place the public interest above any financial or private interest when taking official action. If a Board Member's Director's private relationships or interests prevent the member Director from placing the public interest above a financial or private interest, the Board member Director shall disclose this fact on the record. Prior to comment, deliberation or decision on a matter coming before the IGU Board, a member Director shall disclose any financial or private interest in the matter, including the financial interest or personal involvement private interest of an immediate family member. as defined in FNSBC 2.25.200. The nature of the financial or private interest shall be disclosed in sufficient detail to permit the other members of the IGU Board to determine if the financial interest or private interest shall be disclosed in sufficient detail to permit the other members of the IGU Board to determine if the financial interest is substantial or the personal involvement is prejudicial disclosed is is substantial. If the other members of the IGU Board, by majority vote, determine that a financial interest or private interest is substantial or the personal involvement is prejudicial, the member may not participate in the matter coming before the IGU Board.

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**E. Substantial Financial Interest.** Whether the financial or private interest disclosed is substantial shall be determined by the Board on a case-by-case basis, with evaluation

of these factors:

1. Whether the financial or private interest is a substantial part of the matter under consideration;
2. Whether the financial or private interest directly and substantially varies with the outcome of the official action;
3. Whether the financial or private interest is immediate and known or conjectural and dependent on factors beyond the official action;
4. Whether the financial or private interest is significant monetarily;
5. Whether the financial or private interest is of a type which is generally possessed by the public or a large class of persons to which the member belongs.
6. Other factors deemed appropriate by the chair under the specifics of the disclosure and the nature of the action before the appointed body.

**F. Restrictions on Employment.** It is a conflict of interest for a ~~Board member~~ Director to represent, advise, or assist a person for compensation regarding a matter that was under consideration by the Board if the ~~member~~ Director participated personally in the matter through the exercise of official duty.

**G. Written Disclosure of Present Economic Interest.** All ~~Board members~~ Directors shall, within 30 days after appointment or election, disclose any economic interest that could cause the ~~official~~ Director to have a personal or financial interest in a decision of the IGU Board. The ~~Board member~~ Director shall file supplemental written statements with the ~~Board IGU Attorney~~ as new interests are acquired, and make disclosures on the record of potential conflicts as required and regardless of any prior written disclosure, shall make a full disclosure on the record of a potential conflict when matters come before the IGU Board.

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**H. Acquisition of an Economic Interest in Board Contracts and Business.** If a ~~Board member~~ Director or a member of the Director's immediate family ~~is defined in FNSBC 2.25.200~~ can't take any official action with respect to preparation of a solicitation, award, or administration of a contract, the member or a member of the immediate family shall not acquire directly or indirectly an economic interest in a related IGU contract.

**I. Allowable Gifts.** Gifts to a ~~member of the Board~~ Director that are unrelated to the ~~Board~~ Director's service and gifts without monetary value are not prohibited. In addition, the following unsolicited gifts are allowed subject to disclosure as follows:

1. A gift or award of monetary value presented in recognition of meritorious, civic, or voluntary service to a ~~Board~~ Director, so long as presented by a recognized civic

or non-profit charitable organization presenting such a gift or award as part of an established tradition, and not given as financial inducement for official action. A ~~Member~~ Director shall disclose a gift or award with a monetary value in excess of ~~\$50.00~~—\$100.00 and file the disclosure with the ~~Board~~ IGU Attorney within 30 working days of receipt of the gift or award.

2. A perishable gift for immediate consumption or display, from member(s) of the public, expressing general appreciation or holiday cheer, when shared among members of the Board or donated to charity. ~~Board members~~ Directors shall disclose a gift under this category with a value in excess of ~~\$150.00~~ \$100.00 and file the disclosure with the ~~borough clerk~~ IGU Attorney within 30 working days of receipt.

**J. Political Activity.** A Director shall not:

1. Use official position to solicit a contribution, endorsement, or other campaign support for any political candidate.
2. Use official position to discourage or inhibit any person from exercising voter franchise.
3. Act in a manner to suggest that the ~~member~~ Director is acting in the ~~member's~~ Director's official capacity or otherwise representing the IGU Board, when engaging in political activity during personal time.

**K. Complaint procedure – Directors.**

1. Filing of a verified complaint. Any person may file a verified complaint with the IGU Attorney alleging that a Board Member has violated one or more provisions of this ethics policy.
2. The complaint must:
  - A. Be a written statement of the charge setting out in ordinary and precise language the acts or omissions with which the respondent is charged, so that the respondent is able to prepare a defense;
  - B. Specify the subsection(s) of the IGU ethics policy that the respondent is alleged to have violated;
  - C. No action may be taken on an untimely complaint. A complaint alleging a violation must be filed within two years from the date the complainant(s) knew or should have known of the action alleged to be a violation; provided, that in no event shall a hearing be initiated more than five years after the alleged violation occurred.



3. Form of verification. The verification shall be substantially in the following form:

I, (complainant/respondent), have read the foregoing complaint/response, know the contents thereof, and the same are true to the best of my knowledge and belief.

The complaint/response and the verification must be signed by the complainant/respondent before a notary public.

4. Confidentiality.

- A. All proceedings in respect of a complaint filed under the IGU ethics policy are confidential and may not be disclosed to any person except as required for the proper processing and handling of the complaint.
- B. It is not a violation of this section for a person to contact or retain an attorney or to participate in a criminal investigation.
- C. All proceedings and records shall remain confidential unless the respondent requests a public hearing or the IGU Board issues its findings of fact and conclusions of law concerning the complaint.

5. Service of complaint.

Upon receipt of a verified complaint, the IGU Attorney shall:

- 1) Stamp the complaint with the date and time received, number the complaint, establish a docket for further proceedings, and enter the complaint, including date and time received, on the docket.
- 2) Review the complaint to determine that it complies with the IGU ethics policy, that it alleges facts sufficient to constitute a violation, and that the board has jurisdiction over the matter.
- 3) If the IGU Attorney determines that the complaint complies with the IGU ethics policy and that the IGU Board has jurisdiction, the IGU Attorney shall serve the complaint and notice on the respondent, personally, or by U.S. mail, certified return receipt requested.
- 4) The IGU Attorney shall notify both the respondent and the complainant that the complaint has been accepted.

The notice shall specify the following:

- 1) The respondent must file a response to the complaint within 30 days from the date of the IGU Attorney's written notice;
- 2) The respondent may file a challenge to sufficiency of the complaint, if any, within 15 days;
- 3) The respondent has the right to submit affidavits or other written evidence in support of his or her response;
- 4) Failure to submit a timely response shall be deemed an admission of the allegations in the complaint;
- 5) The existence of the complaint shall be confidential until the findings of fact and conclusions of law are issued by IGU Board concerning the complaint;
- 6) The complainant and the respondent have the right to be represented at any hearing throughout these proceedings.

If the IGU Attorney determines that the complaint fails to comply with the IGU ethics policy or that the IGU Board does not have jurisdiction, the IGU Attorney shall dismiss the complaint, setting forth the grounds in a written decision. The IGU Attorney shall serve a copy of the decision on the complainant.

A complainant may appeal a dismissal of a complaint to the IGU Board by filing an appeal with the IGU Attorney within 15 days after the date of the notice of dismissal. The appeal must state all facts and legal grounds for the appeal.

#### 6. Response.

The respondent shall file a verified response within 30 days from the date of service of the complaint.

If the respondent fails to respond timely, the allegations of the complaint shall be deemed admitted. The IGU Attorney shall notify the complainant and respondent the allegations of the complaint are deemed admitted.

The respondent may appeal to the IGU Board any deemed admission of the allegations of the complaint, for good cause, by filing an appeal with the IGU Attorney within 15 days after the date on which the response was due. The appeal must state all facts and legal grounds for failure to respond timely.

#### 7. Transmittal.

The IGU Attorney will forthwith furnish to the IGU board the complaint and response, if any, or any appeal and schedule a meeting of the IGU Board. The transmittal to the IGU Board shall include the IGU Attorney's recommendations to the IGU Board.

8. IGU Board review and determination.

The IGU Board shall review and consider all complaints accepted by the IGU Attorney, and timely responses, or any appeal of the dismissal of the complaint.

The IGU Board shall take any action or combination of actions which it deems appropriate and which it is lawfully empowered to take, including but not limited to issuing findings of fact and conclusions of law based on the written record if the respondent admits the allegation(s) or otherwise fails to respond.

The IGU Board may, in its sole discretion, dismiss the complaint, or decide to proceed to resolution of the complaint if:

- 1) The complainant seeks to withdraw the complaint at any time before the board takes final action; or
- 2) The complainant, after notice, materially fails to cooperate in the board's review and consideration of the complaint.

9. Pre-hearing conference.

Upon receipt of the response, or the time has passed and the respondent has failed to answer the allegations of the complaint, the IGU Attorney shall furnish copies of the complaint and response, if any, to the complainant, the respondent and the members of the IGU Board, including the notice convening the board and setting the time and place for a pre-hearing conference.

The pre-hearing conference shall be conducted by the IGU Attorney and held no later than 30 days after receipt of the response or the time for filing a response has run.

Both the complainant and the respondent may be represented by counsel at all proceedings after the filing of the complaint. An attorney representing a party shall file with the IGU Attorney an entry of appearance, furnishing the IGU Attorney with his or her name, mailing address, telephone and facsimile numbers and email addresses, if any.

At the pre-hearing conference, the following matters shall be considered:

- 1) Time and place for hearing on the complaint and response;
- 2) Any stipulations of fact;

- 3) Any motions to be filed;
- 4) Any simplifications of the issues;
- 5) Scheduling motions, discovery and any other relevant matters;
- 6) Exchange of evidence which shall not be later than 10 days before the hearing; and
- 7) Any other matters that the IGU Attorney determines will provide a fair and orderly hearing.

#### 10. Hearing notice.

If the IGU Attorney determines that a hearing on the complaint must be held, the IGU Attorney shall serve on the complainant and the respondent a notice of hearing setting out the time and place of hearing and the schedule for any preliminary matters. This notice shall include a statement of the right to provide written evidence and oral testimony. The complainant and the respondent shall also be informed of the right to be represented at the hearing.

If the respondent has failed to answer the allegations of the complaint or has admitted the allegations, the IGU Board shall prepare findings of fact and conclusions of law based on the written record.

#### 11. Subpoenas.

The IGU Board shall issue subpoenas and subpoenas duces tecum at the request of either the complainant or the respondent, and may issue subpoenas and subpoenas duces tecum to witnesses not called or named by either party but who are deemed by the board to have relevant information.

A subpoena issued under this section may be enforced in the superior court in the manner provided under the Alaska Rules of Civil Procedure.

#### 12. Motions – Depositions.

All motions shall be served in the manner set forth in the Alaska Rules of Civil Procedure and the answering party shall have 10 days from date of service to respond and moving party shall have five days to reply, unless another time has been agreed upon in the pre-hearing conference.

Either party or the board's attorney may depose witnesses. Notices of deposition shall be served on the parties no less than three business days before the date scheduled for the deposition.

Motions and depositions may not be used to extend the time for hearing. For good cause shown, either party may apply to the board for an extension of the time for hearing.

#### 13. Service by mail and filing.

If service by mail is used, three days will be added for response time from the date of mailing. The party must certify the date mailed on the document.

All documents shall be filed with the IGU Attorney.

#### 14. Hearing.

All hearings shall be before the IGU Board. The chair of the board shall preside, unless another member of the board has been so designated by the board. The chair shall rule on admission and exclusion of evidence.

The board may administer oaths, hold hearings, and take testimony. Upon motion by the board or application by a party to the hearing, the board may issue subpoenas to require the presence of witnesses and the production of records, books and papers at the hearing.

The IGU Attorney, or designee, shall act as the attorney for the board and shall advise the board on matters of law.

The complainant and the respondent may each present an opening statement setting out the matters they intend to prove. The complainant shall proceed first with his or her evidence and the respondent shall follow, setting forth his or her evidence. The complainant and the respondent may make closing arguments.

The IGU Board may obtain additional information by a request to the IGU Attorney or designee, to investigate the complaint and report all information to the board.

The Alaska Rules of Evidence do not apply to the admission of evidence in a hearing, but the ethic board's findings of fact must be based on reliable and relevant evidence.

At the conclusion of the presentation of evidence and closing arguments, the IGU Board shall consider the allegations, the evidence supporting them and the respondent's evidence. If fewer than three members of the IGU Board are available for deliberation an alternate shall be seated as a voting member until conclusion of the matter, including any appeals; otherwise, the alternate is excused at the conclusion of the hearing.

The complainant, the respondent, and their counsel shall be excluded from all deliberations of the board.

#### 15. Findings of fact and conclusions of law.

The IGU Board shall enter its findings of fact and conclusions of law no later than 30 days after the conclusion of the hearing. The IGU Board shall notify the parties and their attorneys if an extension is required to permit the IGU Board to prepare its findings of fact and conclusion of

law.

If the IGU Board finds that no violation has occurred, the IGU Board shall dismiss the complaint. The IGU Attorney shall serve the notice of dismissal on the complainant, the respondent and attorneys. The notice of dismissal remains confidential.

If the IGU Board finds that a violation of the IGU ethics policy has been committed, it shall prepare and submit its findings of fact and conclusions of law to the assembly.

The findings of fact and conclusions of law are final and conclusive.

The IGU Board may impose any legally authorized penalty on the public official including public censure.

If the IGU Board determines that no violation has occurred, or otherwise dismisses the complaint for substantive reasons, the IGU Board may, in its discretion, award full or partial attorney fees to a Director who reasonably incurred those costs defending the complaint. This award may be made only to the extent that the IGU Board has appropriated funds for that purpose.

#### 16. Appeal of findings of fact and conclusions of law and penalty.

After the IGU Board has determined an appropriate penalty, appeal of the findings of fact and conclusions of law and the penalty may be taken to the superior court in accordance with the Alaska Rules of Appellate Procedure.

Notice of an appeal must be filed with the superior court within 30 days of the imposition of the penalty.

#### 17. Records retention.

The IGU Attorney shall provide for the storage or destruction of all records of the proceedings of the IGU Board in accordance with IGU's approved retention schedule.

\_\_\_\_\_  
IGU Board Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary to the Board

\_\_\_\_\_  
Date

## **ACTION ITEMS LIST**

## IGU ACTION ITEM LIST

Item	Action	Responsible Person	Date Initiated	Due Date	Status	Notes
1	Liquifaction Project Manager Approach	Dan Britton & Mark Rockwell	3/12/2019	4/9/19		
2	Policy Drafted on Public Records Retention	IGU Attorney	12/13/2018	4/9/19		
3	Upper Management Employment Review	IGU Board		4/9/19		
4	Change the Code of Ethics	Madam Chair, Director Nordale & IGU Attorney		4/9/19		
5	Ethical Procedures Developed	Madam Chair, Director Nordale & IGU Attorney	1/8/2019	4/9/19		
6	Policy No. 05 Ethics and Conflicts of Interest updated	Madam Chair, Director Nordale & IGU Attorney		4/9/19		
7	Policy No. 05 Ethics and Conflicts of Interest; Disclosure form created	Madam Chair, Director Nordale & IGU Attorney		4/9/19		
8	List of Commercial Buildings for Natural Gas Conversion	Michelle Hollowell	2/12/2019	4/12/19		
9	Global Plan going forward with the Utility, Update Capital Plan and Proforma	Dan Britton & Brown Thornton & Wesley Smith		4/23/19		
10	New Schedule	Mark Rockwell	1/22/2019	4/23/19		
11	Recommendation for Public Relations and Marketing Services to update and integrate IGU and FNG's online/internet presence	Michelle Hollowell	2/6/2019	4/23/19	BOD Decision 5/7/2019	
12	Update Binders of Meeting Minutes & Attachments	Laura Steel		4/30/19		
13	Confirmation of Mat-Su Permitting - part of FEED work	Dan Britton	2/5/2019	5/1/19		
14	IBEW Monthly report in General Manager Report	Dan Britton		5/7/19		
15	Legislative Monthly report in General Manager Report	Dan Britton		5/7/19		
16	Political versus Legal View for North Slope Pad Return on Investment	IGU Attorney & Dan Britton	1/22/2019	5/14/19		
17	Identify gas supplies and negotiate price and terms (Current Contract Ends May 2021)	Dan Britton		8/31/19		
18	IGU Policy 09 Relationship Between the IGU Board of Directors and the General Manager	IGU Board	9/4/2018	Tabled on 9/4/18		
19	IGU Policy 10 Delegation of Authority by the IGU Board of Directors to the General Manager	IGU Board	9/4/2018	Tabled on 9/4/18		
20	Plan going forward on Negotiating price and terms with gas suppliers	Dan Britton		5/21/19		
21	Transportation Study Update	Madam Chair				
22	Entity Integration	Dan Britton		10/29/19		



# **UNION NEGOTIATIONS**

## **POSSIBLE EXECUTIVE SESSION**