

**BYLAWS of
LOWER YELLOWSTONE RURAL ELECTRIC ASSOCIATION, INC.
Sidney, Montana**

As Amended and Adopted by Vote of Members
2021

**ARTICLE I
Membership**

SECTION 1. Requirements for membership. Any persons, partnership, entity, association, corporation or body politic may become a member in the Lower Yellowstone Rural Electric Association, Inc., (hereinafter called the "Cooperative") by:

- a) Filing a written application for membership;
- b) Agreeing to purchase from the Cooperative electric energy as hereinafter specified;
- c) Agreeing to comply with and be bound by the articles of incorporation and bylaws of the Cooperative and any rules and regulations adopted by the board of trustees;

SECTION 2. Joint Membership. Any two people who agree may apply for a joint membership and, subject to their compliance with the requirements set forth in Section 1 of this Article, may be accepted for such membership. The term "Member" as used in these bylaws shall be deemed to include any two people holding a joint membership and any provisions relating to the rights and liabilities of membership shall apply equally with respect to the holders of a joint membership. Without limiting the generality of the foregoing, the effect of the hereinafter specified actions by or in respect to the holders of a joint membership shall be as follows:

- a) The presence at a meeting of either or both shall be regarded as the presence of one member and shall constitute a joint waiver of notice of the meeting;
- b) The vote of either separately or both jointly shall constitute one joint vote;
- c) A waiver of notice signed by either or both shall constitute a joint waiver;
- d) Notice to either shall constitute notice to both;
- e) Expulsion of either shall terminate the joint membership;
- f) Withdrawal of either shall terminate the joint membership;
- g) Either but not both may be elected or appointed as an officer or trustee, provided that both meet the qualifications for such office.

SECTION 3. Conversion of Membership.

- a) A membership may be converted to a joint membership upon the written request of the holder thereof and the agreement by such holder and other person to comply with article of incorporation, bylaws and rules and regulations adopted by the board of trustees.
- b) Upon the death of either person who is a party to the joint membership, such membership shall be held solely by the survivor. The estate of the deceased member shall not be released from any debt which is owed to the Cooperative.

SECTION 4. Purchase of Electric Energy. Each member shall, as soon as electric energy is available, obtain from the Cooperative all electric energy purchased on the premises specified in the application for membership, and shall pay rates which shall from time to time be fixed by the board of trustees; provided, however, that the board of trustees may limit the amount of electric energy which the Cooperative shall be required to furnish to any one member. It is expressly understood that amounts paid for electric energy in excess of the cost of service are furnished by members as capital and each member shall be credited with the capital so furnished as provided in these bylaws. Each member shall pay to the Cooperative such minimum amount regardless of the amount of electric energy consumed, as shall be fixed by the board of trustees from time to time.

- a) The member shall pay LYREC for electric service at all served premises in accordance with rate schedules established and approved by LYREC. Bills rendered for electric service shall be due and payable on receipt. LYREC reserves the right to require the applicant to make a deposit in advance of delivery of any electric service. In the event LYREC retains an attorney for compliance or enforcement of membership, the member will be responsible for all costs and attorney fees incurred by LYREC.
- b) LYREC reserves the right to discontinue its electrical service to the member and to remove its equipment from the member's premises if the member fails to make payments as required, fails to pay any account for service at a location in member's name or fails to comply with any condition or obligations of membership.
- c) The member will comply with and be bound by the provisions of the articles of incorporation and bylaws of the cooperative, and such rules, regulations and policies as may from time to time be adopted by the cooperative.
- d) The member will grant LYREC all necessary easements to serve and supply electric power to the member. The member grants LYREC the right of access to the member's property for purposes of service, installation, repair, or removal of electrical facilities, including the right to trim any trees and branches deemed by LYREC to be a hazard. The member further agrees to not deny requests from the cooperative for any easements deemed necessary for the construction, operation, and/or maintenance of an electric transmission or distribution line. The terms of membership shall be binding on the heirs, assigns and successors. It is acknowledged that electric service provided is a necessity such that member and spouse, family, heirs, assigns, and successors are liable for payment.
- e) The member assumes no personal liability or responsibility for any debts or liabilities of LYREC. Membership shall constitute an agreement between the member and LYREC and shall continue in force from the date when LYREC begins to supply service until terminated by either party.
- f) Allocation of capital credits shall be based upon the patronage of the member. Refer to Policy 102 and 103. The policies are on LYREC's website or you may request a copy.

SECTION 5. Termination of Membership. Any member may withdraw from membership upon compliance with such terms and conditions as the board of trustees may prescribe. The board of trustees of the Cooperative, may, by the affirmative vote of not less than two thirds of all the trustees, expel any member who has refused or failed to comply with any of the provisions of

the article of incorporation, bylaws or rules or regulations adopted by the board of trustees, but only if such member is given a 10 day written notice by the Cooperative that such refusal or failure makes the member subject to expulsion and such refusal or failure continues after such notice was given. Any expelled member may be reinstated by majority vote of the board of trustees or by majority vote of the members at any annual or special meeting.

Upon the withdrawal, death, cessation of existence or expulsion of a member the membership of such member shall terminate. Termination of membership in any manner shall not release a member or his/her estate from any debt owed to the Cooperative.

SECTION 6. Furnishing of Other Services. The cooperative may elect to provide services other than electricity as permitted by law and as approved by the board.