

As Amended and Adopted by Vote of Members 1977, 1988, 1990, 1991, 1992,1993, 1994, 1998, 2002, 2008, 2014, 2017, 2019

ARTICLE I Membership

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

SECTION 2. Joint Membership. ~~A husband and wife~~ 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 ~~a husband and wife~~ 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:

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 ~~his or her spouse~~ other person to comply with articles of incorporation, bylaws and rules and regulations adopted by the board of trustees.
- b. Upon the death of either ~~spouse~~ 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. Membership Fee.** Any new or renewing applicant will pay LYREC the sum of \$10.00 as a membership fee.~~

SECTION ~~5~~ 4. Purchase of Electric Energy.

~~Each member shall also pay all amounts owed by him to the Cooperative as and when the same shall become due and payable.~~

~~Each member shall also pay interest, penalties and collection fees and costs as follows:~~

~~a. Member agrees to pay \$1 or interest at the rate of 1 1/2 percent per month, compounded monthly (annual simple interest equivalent 19.6 percent), whichever is greater, on any account which is past due~~

~~b. Member agrees to pay any and all expenses, including but not limited to attorney fees and costs, incurred by Lower Yellowstone Rural Electric Association for action or collection of member's past due account.~~

~~c. If member's electric service is disconnected for non-payment, a new application and membership fee will be required before service is restored.~~

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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 ~~6~~5. Termination of Membership.

~~In case of withdrawal or termination of membership in any manner, the Cooperative shall repay to the member the amount of the membership fee paid by him/her, provided, however, that the Cooperative shall deduct from the amount of the membership fee the amount of any debts or obligations owed by the member to the Cooperative.~~

ARTICLE III MEETING OF MEMBERS

SECTION 7. Nomination and Election of Trustees.

~~b. **Nominations From the Floor.** At any annual meeting at which trustees are to be elected, nominations for trustees may be made from the floor.~~

SECTION 8. Order of Business.

2. ~~Acknowledgment Reading~~ of the notice of the meeting and proof of the ~~date of due~~ publication or mailing thereof, or the waiver or waivers of notice of the meeting, as the case may be.
3. ~~Reading of unapproved minutes of previous meeting of the members and the taking of necessary action thereon.~~

ARTICLE IV TRUSTEES

SECTION 2. Special Meetings.

- a. ~~Telecommunications Meetings and Actions By Consent.~~ The Board of ~~Directors-Trustees~~ may permit ~~trustees any and or all Directors~~ to attend and participate in a special meeting through the use of any means of communication by which all directors participating are able to simultaneously hear each other during the meeting. A director participating in a meeting pursuant to this section is deemed to be present in person at the meeting.

ARTICLE V MEETINGS OF TRUSTEES

SECTION 1. Regular Meetings.

a. A regular meeting of the board of trustees shall be held without notice other than this bylaw, immediately after, and at the same place as, the annual meeting of the members. A regular meeting of the board of trustees shall also be held ~~monthly at least ten (10) times per calendar year~~ at such time and place ~~in Richland County, Montana,~~ as the board of trustees may provide by resolution. Such regular monthly meetings may be held without notice other than such resolution. ~~fixing the time and place thereof. The Board of Trustees may permit trustees to attend and participate in a regular meeting through the use of any means of communication by which all directors participating are able to simultaneously hear each other during the meeting. A director participating in a meeting pursuant to this section is deemed to be present in person at the meeting.~~

SECTION 2. Special Meetings.

- a. ~~Telecommunications Meetings and Actions By Consent.~~ The Board of ~~Directors-Trustees~~ may permit ~~trustees any and or all Directors~~ to attend and participate in a special meeting through the use of any means of communication by which all directors participating are able to simultaneously hear each other during the meeting. A director participating in a meeting pursuant to this section is deemed to be present in person at the meeting.

ARTICLE XI MISCELLANEOUS

SECTION 4. Application of State Law. The Cooperative shall be governed by the laws of the state in which it is providing services.