

**RESTATED BYLAWS  
OF  
OCONTO ELECTRIC COOPERATIVE**

**TABLE OF CONTENTS**

	Page
<b>ARTICLE I – MEMBERSHIP</b> .....	1
<i>Section 1.</i> Requirements for Membership.....	1
<i>Section 2.</i> Membership Certificate .....	2
<i>Section 3.</i> Joint Membership.....	2
<i>Section 4.</i> Conversion of Membership.....	3
<i>Section 5.</i> Purchase of Electric Energy .....	3
<i>Section 6.</i> Termination of Membership.....	3
<i>Section 7.</i> Non-Liability for Debts of the Cooperative.....	4
<i>Section 8.</i> Property Interest of Members Upon Dissolution.....	4
<b>ARTICLE II – SERVICE PRINCIPLES</b> .....	4
<i>Section 1.</i> Area Coverage Service .....	4
<i>Section 2.</i> Service Area Maps .....	4
<i>Section 3.</i> Extension of Service Rules.....	5
<i>Section 4.</i> Service to Non-Member Patrons .....	5
<i>Section 5.</i> Assumption of Public Utility Obligations .....	5
<b>ARTICLE III – MEETING OF MEMBERS</b> .....	5
<i>Section 1.</i> Annual Meeting .....	5
<i>Section 2.</i> Special Meetings.....	5
<i>Section 3.</i> Notice of Member Meetings .....	6
<i>Section 4.</i> Quorum .....	6
<i>Section 5.</i> Voting .....	6
<i>Section 6.</i> Order of Business.....	7
<b>ARTICLE IV – DIRECTORS</b> .....	7
<i>Section 1.</i> General Powers .....	7
<i>Section 2.</i> Director Districts .....	8
<i>Section 3.</i> Tenure and Qualifications.....	8
<i>Section 4.</i> Nominations .....	10
<i>Section 5.</i> Election .....	11
<i>Section 6.</i> Vacancies.....	11
<i>Section 7.</i> Compensation.....	11
<i>Section 8.</i> Policies, Rules and Regulations.....	11
<i>Section 9.</i> Accounting System and Reports .....	12
<i>Section 10.</i> Removal of Board Member by Members.....	12
<b>ARTICLE V – MEETINGS OF DIRECTORS</b> .....	12
<i>Section 1.</i> Regular Meetings .....	12
<i>Section 2.</i> Special Meetings.....	13
<i>Section 3.</i> Notice of Special Meetings.....	13
<i>Section 4.</i> Quorum .....	13

<b>ARTICLE VI – OFFICERS</b> .....	13
<i>Section 1.</i> Number .....	13
<i>Section 2.</i> Election and Term of Office .....	13
<i>Section 3.</i> Removal of Officers and Agents by the Board .....	14
<i>Section 4.</i> Chairman.....	14
<i>Section 5.</i> Vice Chairman .....	14
<i>Section 6.</i> Secretary .....	14
<i>Section 7.</i> Treasurer.....	14
<i>Section 8.</i> Bonds of Officers .....	15
<i>Section 9.</i> Reports of Officers.....	15
<b>ARTICLE VII – NON-PROFIT OPERATION</b> .....	15
<i>Section 1.</i> Interest Dividends on Capital Prohibited.....	15
<i>Section 2.</i> Patronage Capital in Connection with Furnishing Electric Energy .....	15
<i>Section 3.</i> Patronage Refunds in Connection with Furnishing Other Service.....	16
<i>Section 4.</i> Unallocated Reserves .....	16
<i>Section 5.</i> Classification of Business .....	17
<i>Section 6.</i> Retirement of Patronage Capital .....	17
<i>Section 7.</i> Assignment of Patronage Capital .....	17
<i>Section 8.</i> Prior Retirement to Estates of Deceased Patrons .....	17
<i>Section 9.</i> Security Interest in Patronage Capital.....	18
<i>Section 10.</i> Assignment to Oconto Electric Educational Fund.....	18
<i>Section 11.</i> Forfeiture of Unclaimed Funds.....	18
<i>Section 12.</i> Contractual Obligations .....	19
<b>ARTICLE VIII – DISPOSITION OF PROPERTY</b> .....	19
<b>ARTICLE IX – SEAL</b> .....	19
<b>ARTICLE X – FINANCIAL TRANSACTIONS</b> .....	20
<i>Section 1.</i> Contracts .....	20
<i>Section 2.</i> Checks, Drafts, Etc .....	20
<i>Section 3.</i> Deposits and Investments .....	20
<i>Section 4.</i> Fiscal Year.....	20
<b>ARTICLE XI – MISCELLANEOUS</b> .....	20
<i>Section 1.</i> Membership in Other Organizations.....	20
<i>Section 2.</i> Waiver of Notice .....	20
<b>ARTICLE XII – INDEMNIFICATION OF OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS</b> .....	21
<i>Section 1.</i> Circumstances Requiring Indemnification .....	21
<i>Section 2.</i> Determination of Indemnification .....	21
<i>Section 3.</i> Advance Payment of Expenses.....	22
<i>Section 4.</i> Insurance .....	22
<b>ARTICLE XIII – AMENDMENTS</b> .....	22

**RESTATED BYLAWS  
OF OCONTO ELECTRIC COOPERATIVE**

Prepared by  
CHARLES S. VAN SICKLE  
WHEELER, VAN SICKLE, ANDERSON,  
NORMAN & HARVEY, S.C.  
MADISON, WISCONSIN  
and  
ATTORNEY HOWARD J. ESLIEN  
OCONTO FALLS, WISCONSIN

---

**RESTATED BYLAWS  
OCONTO ELECTRIC COOPERATIVE**

---

The aims of the Cooperative are threefold:

- (a) to make adequate and dependable electric service available to all members and to all unserved persons within its service area desiring to become members.
- (b) to render such service without discrimination on a cooperative basis at the lowest cost consistent with sound economy and good management; and
- (c) to fulfill its obligations as a responsible business citizen in furthering the general welfare of the citizens of the community in which it operates.

---

***ARTICLE I***  
**MEMBERSHIP**

---

**Section 1. Requirements for Membership**

Any person, firm, association, corporation, or body politic or subdivision thereof will become a member of Oconto Electric Cooperative (hereinafter called the "Cooperative") upon receipt of electric service from the Cooperative, provided that such person or entity has first:

- (a) Made a written application for service and membership therein;
- (b) Agreed to purchase from the Cooperative electric energy as hereinafter specified; and
- (c) Agreed 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.

Any person who requests service from the Cooperative subject to the conditions applicable to all patrons of the same class of service, upon receipt of such service shall be deemed a member with the same rights and privileges as each other member of such class. No member may hold more than one membership in the Cooperative, and no membership in the Cooperative shall be transferable, except as provided in these Bylaws. Two or more persons may hold a membership as tenants in common or as joint tenants with right of survivorship in accordance with the terms of

their application, these Bylaws, and any rules of the Board of Directors applicable thereto. The provisions of Section 3(c) of this Article shall apply to a membership held by tenants in common, and to a joint membership where the holders thereof are not husband and wife.

## **Section 2. Membership Certificate**

The Cooperative shall keep in its principal office records of the names and addresses of all members. Membership in the Cooperative may be evidenced by a membership certificate which shall be in such form and shall contain such provisions and be executed by such officer(s) or employee(s) as shall be determined by the board.

## **Section 3. Joint Membership**

(a) Any application for membership in the Cooperative received from any person who is married shall be deemed and become an application for membership as survivorship marital property members unless the person making such application otherwise designates in writing.

(b) With respect to memberships issued prior to January 1st, 1986, the membership of any persons who were married, or who there after while a member became married, shall be deemed to have become, and did become at such time, a membership in husband and wife as survivorship marital property members, unless a written pre-marital or post nuptial property agreement is provided the Cooperative designating a different interest therein.

(c) The term "member" as used in these Bylaws shall be deemed to include a husband and wife or other persons holding a joint tenancy or tenancy in common membership, and any provisions relating to the rights, and liabilities of membership, including without limitation the following, shall apply to such member:

(1) 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;

(2) The vote of either separately or both jointly shall constitute one joint vote;

(3) A waiver of notice signed by either or both shall constitute a joint waiver;

(4) Notice to either shall constitute notice to both;

(5) Expulsion of either shall terminate the joint membership;

(6) Withdrawal of either shall terminate the joint membership;

(7) Either but not both may be elected or appointed as an officer or board member, provided that both meet the qualifications for such office.

(d) Upon the death of either spouse, or other person, who is the party to a joint membership, such membership shall be held solely by the survivor and the records of the Cooperative shall be changed to show membership solely in the survivor; provided, however, that the estate of the deceased shall not be released from any debts due the Cooperative.

#### **Section 4. Conversion of Membership**

By a written request signed by all persons having an interest therein, a membership in the name of one person, a joint membership, or a membership as tenants in common, may be converted to a membership of another of the three types. Such written request shall contain the agreement by all persons having an interest in a membership involved, to comply with the Articles of Incorporation, Bylaws and rules and regulations adopted by the board. Any outstanding membership certificate shall be canceled but may be reissued by the Cooperative in such manner as shall indicate the changed membership status.

#### **Section 5. Purchase of Electric Energy**

Each applicant for membership shall as soon as electric energy shall be available, purchase from the Cooperative all electric energy purchased for use on the premises specified in the application for membership, and shall pay therefore at rates which shall from time to time be fixed by the board. Production or use of electric energy on such premises, regardless of the source thereof, by means of facilities which shall be interconnected with the Cooperative facilities, shall be subject to appropriate safety and other regulations as shall be fixed from time to time by the Cooperative. 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 by these Bylaws. Regardless of the amount of electric energy consumed each member shall pay to the Cooperative such minimum amount as shall be fixed by the board from time to time. Each member shall also pay all amounts owed by the member to the Cooperative as and when the same shall become due and payable.

#### **Section 6. Termination of Membership**

(a) Any member may withdraw from membership upon compliance with such uniform terms and conditions as the board may prescribe. Subject to any regulations imposed by lawful authority, the board may, by affirmative vote of not less than two-thirds of all members of the board, expel any member who fails to comply with any of the provisions of the Articles of Incorporation, Bylaws, or reasonable rules or regulations adopted by the board, but only if such member shall have been given written notice by the Cooperative that such failure makes member liable to expulsion and such failure shall have continued for at least ten days after such notice was given. Any expelled member may be reinstated by vote of the board or by vote of the members at any annual or special meeting. The membership of a member who for a period of six (6) months after service is available to member, has not purchased electric energy from the Cooperative, or of a member who has ceased to purchase energy from the Cooperative, may be canceled.

(b) Upon the withdrawal, death, cessation of existence or expulsion of a member, the membership of such member shall thereupon terminate, and any membership certificate of such member shall be canceled forthwith. Termination of membership in any manner shall not release a member or

member's estate from any debts due the Cooperative.

(c) Upon the legal separation or divorce of the holders of a joint membership, such membership shall continue to be held solely by the one who continues to occupy or use the premises covered by such membership, in the same manner and to the same effect as though such membership had never been joint, provided that this provision shall not affect the ownership of funds held by the Cooperative in the names of the joint owners, and further provided, that neither joint owner shall be released from debts due the Cooperative arising from the joint ownership.

### **Section 7. Non-Liability for Debts of the Cooperative**

The private property of the members of the Cooperative shall be exempt from execution for the debts of the Cooperative and no member shall be individually liable or responsible for any debts or liabilities of the Cooperative.

### **Section 8. Property Interest of Members Upon Dissolution**

Upon dissolution and after;

(a) all debts and liabilities of the Cooperative shall have been paid, and

(b) except as otherwise provided in these Bylaws, all capital furnished through patronage shall have been retired as provided in the Bylaws, then the remaining property and assets of the Cooperative shall be distributed among the members and former members in the proportion which the aggregate patronage of each bears to the total patronage of all members during the ten calendar years next preceding the date of the filing of the certificate of dissolution, subject to and in accordance with such classifications of business as may have been employed in allocating patronage capital to such members during said ten-year period.

---

## **ARTICLE II**

### **SERVICE PRINCIPLES**

---

### **Section 1. Area Coverage Service**

The Cooperative holds itself out to serve and shall make diligent efforts to extend and render adequate and dependable service to all unserved persons within the Cooperative service area, regardless of the size or nature of their service requirements, who

(a) desire such service and

(b) meet all reasonable requirements established by the Cooperative as a condition of service.

### **Section 2. Service Area Maps**

The Cooperative shall from time to time prepare and maintain on file area coverage service maps designating the Cooperative service area within which it holds itself out to extend and render service under Section 1 of this Article.

### **Section 3. Extension of Service Rules**

Extension and service rules of the Cooperative from time to time promulgated by the board shall be of general and uniform application and shall provide for service without discrimination to all patrons or members within the same classification of business.

### **Section 4. Service to Non-Member Patrons**

In the event the Cooperative shall acquire all or any portion of the property of any public utility, former consumers of such public utility served through the property acquired shall be invited to become members of the Cooperative. Should any such consumer refuse to become a member of the Cooperative then the Cooperative may continue to render electric service to such consumer as a patron of the Cooperative; provided, however, that the Cooperative may not render service to nonmembers in excess of ten percent of the total patrons served by the Cooperative.

### **Section 5. Assumption of Public Utility Obligations**

Within the corporate limits of any city or village in which the Cooperative may acquire the property of any public utility, the Board of Directors may, by rule or by agreement with the governing board of such municipality, cause the Cooperative to become subject therein to all or part of the regulatory rules and jurisdiction of the Public Service Commission of Wisconsin, or other regulatory agency provided by law, provided that this shall not affect the status of the Cooperative in the balance of its service area nor require approval of its securities issued to the United States of America or to any financing institution organized by the Rural Utilities Service, an agency of the United States of America.

---

## **ARTICLE III**

### **MEETING OF MEMBERS**

---

### **Section 1. Annual Meeting**

The annual meeting of the members shall be held not later than the month of June of each year at such time and place within the area served by the Cooperative as shall be determined by the Board of Directors and which shall be designated in the notice of the meeting, for the purpose of electing board members, passing upon reports for the previous fiscal year, and transacting such other business as may come before the meeting. It shall be the responsibility of the board to make adequate plans and preparations for the annual meeting. Failure to hold the annual meeting at the designated time shall not work a forfeiture or dissolution of the Cooperative.

### **Section 2. Special Meetings**

Special meetings of the members may be called by the Chairman or by a two-thirds (2/3) vote of the Board of Directors or upon a written request signed by at least twenty percent (20%) of all the members and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. Special meetings may be held at any

place within the area served by the Cooperative as designated by the board and shall be specified in the notice of the special meeting. Any special meeting called for the purpose of considering a proposed sale, mortgage, lease or other disposition or encumbrance of all or any substantial portion of the Cooperative's property, or for the purpose of altering, amending, or repealing any provision of the Bylaws relating to the sale, mortgage, lease, or other disposition or encumbrance of all or any substantial portion of the Cooperative's property, shall be held not less than sixty (60) nor more than ninety (90) days after the date the meeting is called.

### **Section 3. Notice of Member Meetings**

Written or printed notice stating the place, day and hour, and in the case of a special member meeting the purposes for which the meeting is called, shall be delivered no less than seven (7) days nor more than thirty (30) days before the date of the meeting, either personally or by mail, by or at the direction of the Secretary, or upon default in duty by the Secretary, by the persons calling the meeting, to each member. If mailed, the notice is given when it is deposited or a newsletter or other publication of the Cooperative or of an affiliated organization which includes the notice, is deposited, in the United States mail, with postage prepaid thereon, addressed to such person at his or her address as it appears on the records of the Cooperative. The failure of any member to receive notice of an annual or special meeting of the members shall not invalidate any action which may be taken by the members at any such meeting.

### **Section 4. Quorum**

The number of members to constitute a quorum at a meeting of members, other than district meetings, shall be fifty (50). In case of a joint membership, or a membership held by tenants in common, the presence at a meeting by either joint member or both, or by one of the tenants in common, shall be regarded as the presence of one member. If less than a quorum is present at any meeting, a majority of those present may adjourn the meeting, provided a new notice is mailed to each member specifying the time and place of the adjourned meeting.

### **Section 5. Voting**

Each member shall be entitled to one (1) vote and no more upon each matter submitted to a vote at a meeting of the members. At all meetings of the members at which a quorum is present, all questions shall be decided by a vote of a majority of the members voting thereon at such meeting except as otherwise provided by law, the Articles of Incorporation of the Cooperative or these Bylaws. Two or more persons holding a marital property interest, a joint interest or a tenancy in common membership shall jointly be entitled to one (1) vote and no more upon each matter submitted to a vote at a meeting of the members. Any member which is a cooperative, corporation, government body church or voluntary association may, acting through its governing body, designate in writing its representative to act for it at membership meetings. Such written designation shall be filed with the



Secretary before such representative votes at any such meeting, except that the chairman of any such corporation, association, board or body politic may cast its vote at such meeting if no such written designation for any other representative is so filed. Such representative or officer may also vote as an individual if he is a member. A guardian or legal representative of any member may vote on behalf of such member. No proxies will be accepted.

### **Section 6. Order of Business**

The order of business at the annual meeting of the members, and so far as possible at all other meetings of the members, shall be essentially as follows:

1. Report on the number of members present in order to determine the existence of a quorum.
2. Reading of the notice of the meeting and proof of the due publication or mailing thereof, or the waiver or waivers of the meeting; as the case may be.
3. Reading of unapproved minutes of previous meetings of members and the taking of necessary action thereon. The reading of unapproved minutes of previous meetings may be waived provided a copy of the minutes has been sent to all members with the notice of the meeting.
4. Presentation and consideration of, and acting upon, reports of officers, directors and committees.
5. Election of directors.
6. Unfinished business.
7. New business.
8. Adjournments.

‘The foregoing order of business may be changed by a two-thirds (2/3) vote of the members in attendance and voting at any such meeting. Unless the members by a two-thirds (2/3) vote of those in attendance and voting determine otherwise, Roberts Rules of Order govern all other procedural questions’.

---

## **ARTICLE IV**

### **DIRECTORS**

---

### **Section 1. General Powers**

All powers of the Cooperative shall be exercised by or under authority of, and the business and affairs of the Cooperative shall be managed under the direction of, the Board of Directors, except as otherwise provided by law, the Articles of Incorporation, or these Bylaws. There shall be seven (7) directors.

Powers of the Board of Directors (without limitation because of designation) shall include the determination and fixing of classifications of business, rates to be charged by the Cooperative for services furnished, the promulgation and enforcement of rules and regulations governing service to patrons, and the selection or nomination of directors, delegates or other representatives of the Cooperative at meetings of organizations of which the Cooperative may be a member, including the power to remove such director, delegate or representative.

## **Section 2. Director Districts**

The territory served by the Cooperative shall be divided into a number of districts equal to the number of directors. Each district, to the extent practicable, shall be composed of contiguous government survey townships and shall contain approximately the same number of members as each other district. The lines of such districts shall initially be established and may from time to time be changed by the board of directors but shall be subject to revision by the members at any membership meeting. Each district shall be represented by one director who must be a resident of such district. Directors shall be nominated and elected for the terms and in the manner provided in Sections 3, 4 and 5, following.

## **Section 3. Tenure and Qualifications**

(a) Tenure: At each annual meeting of the members two (2) or three (3) directors shall be elected by ballot by and from the members to serve a fixed term of three (3) years, or until their successors shall have been elected and shall have qualified, subject to the provisions of these by-laws with respect to the removal of directors.

(b) Qualifications: No person shall be eligible to become or remain a director or to hold any position of trust in the Cooperative, who:

(1) is not a member or a representative of a member who is other than a natural person, a bona fide resident on premises served by the cooperative, and a resident of the director district which he or she is nominated or has been elected to represent; or

(2) is in any way employed by or has any material financial interest in a competing enterprise or business selling energy or supplies to the Cooperative, except for renewable energy, as defined by the State of Wisconsin, in an amount not to exceed one (1) megawatt; or

(3) has been a full-time employee of the Cooperative at anytime in the three years preceding his or her election or appointment; or

(4) has pursued any claim or litigation against the Cooperative or any of its employees or directors at anytime in the three years preceding his or her election or appointment, or who is in default on any obligation owed the Cooperative at the time of nomination, election or appointment; or

(5) is a close relative or significant other of an incumbent director or current employee of the Cooperative. This section shall not apply to a person seeking election who, if elected, would replace the incumbent director to whom the person is a close relative or significant other if such incumbent director's term would expire within one (1) year. For the purposes of these By-Laws:

i) close relative shall be defined as a spouse, parent, child, sibling, half-brother, half-sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, step-child, step-parent, step-sibling, grandchild, grandparent, aunt, uncle, nephew and niece, whether by blood or through marriage, and any other family member residing in the same household; and

ii) significant other shall be defined as a person, other than

those specifically listed above, who resides in the same household as a director or person seeking the position of director, whether at the time of nomination, election or appointment.

(6) has been convicted of, is pleading to, or has plead to a felony, regardless of jurisdiction, in the United States of America or similar offense, no matter how termed, outside of the United States of America.

When a membership is held as survivorship marital property, jointly or by tenants in common, only one individual, but not more than one, may be elected a director, provided, however, that such person shall not be eligible to become or remain a director or hold a position of trust in the Cooperative unless both joint tenants or all tenants in common shall meet the qualifications herein above set forth. When a membership is held by a partnership, one, but not more than one, of the partners designated in writing by the partnership may be elected a director; provided, however, that none of the partners shall be eligible to become or remain a director or hold a position of trust in the Cooperative unless the candidate shall meet the qualifications set forth in (b), above, and unless all partners shall meet the qualifications set forth in (b)(2), above. When a membership is held by a corporation, one, but not more than one, of the officers thereof designated in writing by the corporation may be elected a director, provided, however, that none of the officers shall be eligible to become or remain a director or hold a position of trust in the Cooperative unless the candidate shall meet the qualifications set forth in (b), above, and unless all of the officers shall meet the qualifications set forth in (b)(2), above.

Nothing in this section shall be construed to preclude any member from serving as director or from holding any position of trust in the Cooperative because such member is also a member or a director of any other cooperative from which this Cooperative purchases or may purchase electric energy, supplies or services, or which is engaged in selling electrical supplies to the members of this Cooperative.

(c) Disqualification.

(1) At a meeting of the membership, upon establishment of the fact that a nominee for director lacks eligibility under this section its hall be the duty of the chairperson presiding at the meeting at which such nominee would otherwise be voted upon to disqualify such nominee.

(2) Except as provided in (c)(1), above, upon the establishment of the fact that any person being considered for, or already holding a position of director, may lack eligibility to become or remain a director, it shall be the duty of the directors, upon reasonable notice to the person whose eligibility is in question, to hold a hearing on such matter.

The directors shall find and determine whether such person is ineligible to become a director, or if already a director, is ineligible to remain a director under the qualifications provided in these Bylaws. In making such determination, if the person whose eligibility is being considered is a director, that person may not vote. If the remaining directors determine

by a majority vote that the person, if a candidate, is ineligible to become a director, then such person's name shall be withdrawn as a candidate for director. If the person is already a director, then that person shall be ineligible to remain a director, and his or her office as a director shall forthwith become vacant.

#### **Section 4. Nominations**

In each district from which a director is to be elected at the next annual meeting, there shall be held a district meeting or caucus not later than the month of March preceding such annual meeting, for the purpose of selecting at least one but not more than two candidates for board members to represent the members located within such district. The secretary shall designate the date for such meeting in such manner as to avoid having more than one district meeting on the same day. Notice of the time and place of the meeting shall be mailed to each member residing in the respective districts not less than seven (7) days nor more than thirty (30) days in advance of the date of the meeting. The notice shall state that nominations for board members are to be made at the meeting. The meeting shall, however, be open for discussion of any other matters pertaining to the business of the Cooperative, regardless of whether or not such matters were listed in the notice of the meeting, and recommendations with respect thereto may be submitted to the board or the entire membership.

The district meeting shall be called to order by the board member representing the district or by another designated representative of the board, or in the absence thereof, by any member present residing within the district. The members shall then proceed to elect a chairman, who shall be someone other than a board member, and who shall appoint a secretary to act for the duration of the meeting. Ten members residing in the district present in person at such duly called district meeting shall constitute a quorum. Members of other districts present at the meeting may be heard but shall have no vote. Nominations for candidates for board member shall be made from the floor at the meeting and any member residing in the district shall have the right to nominate one candidate.

If no more than two candidates are nominated, the person or persons nominated shall be official candidates of the district. If more than two candidates are nominated, a ballot vote shall be conducted. Each member may vote for one candidate, the two candidates receiving the highest number of votes shall be declared the official candidates of the district. The minutes of such district meeting shall set forth, among other matters, the name of each person nominated at the meeting and the number of votes received by each, and shall specify the official candidates of the district. A certified copy of the minutes, signed by the Secretary and the Chairman of the district meeting, shall be delivered to the Secretary of the Cooperative within five days after such district meeting.

In the event that there be no nominee able to serve because of death,

declination or any other reason, only then shall an opportunity be given the members of such district to caucus at the annual meeting, and after following the same procedure, the district members shall proceed to nominate such additional person or persons so that the membership shall always have at least one but not more than two nominees presented from each district. The nominee(s) must be physically present at this meeting to accept the nomination to so qualify. In this special instance a quorum of district members is not required. No nominations from the general membership may be made at the annual meeting other than in this special caucus forum.

In the event a quorum cannot be obtained for any one of the district meetings provided for herein, the Cooperative reserves the right to reschedule the meeting for the next earliest convenient time.

### **Section 5. Election**

At each annual meeting of the Cooperative, the Secretary of the Cooperative shall place in nomination the names of the official candidates of each district. Election of directors shall be by printed or mimeographed ballot. Each member of the Cooperative present at the meeting shall be entitled to vote for one candidate from each district from which a director is to be elected. The candidate from each district receiving the highest number of votes at this meeting shall be declared elected.

### **Section 6. Vacancies**

Subject to the provisions of these Bylaws, a vacancy in the office of director may be filled by a majority vote of the remaining directors if there remains at least six months of such director's unexpired term and a director thus elected shall serve for the remaining unexpired term thereof. Such elections shall be determined at a regular monthly board meeting to be held not more than six months following the vacancy.

### **Section 7. Compensation**

Directors shall not receive any salary for their services as such, but by resolution of the Board of Directors a fixed sum for each day or portion thereof spent on Cooperative business, such as attendance at meetings, conferences, and training programs, or performance of committee assignments or other services when authorized by the board, along with reasonable expenses actually and necessarily incurred, may be allowed.

### **Section 8. Policies, Rules and Regulations**

The board shall have power to make and adopt such policies, rules and regulations, not inconsistent with law, the Articles of Incorporation or these Bylaws, as it may deem advisable for the management of the business and affairs of the Cooperative. Such policies, rules and regulations shall be binding upon all members provided that they receive notice of the substance of the policies, rules and regulations. For purposes of this section, notice shall be deemed sufficient if it is mailed to the member at the member's address as it appears on the records of the Cooperative, postage

duly prepaid, or if it is published in a newsletter sent by the Cooperative to its members, is published in the official statewide membership publication, presently being the WISCONSIN ENERGY COOPERATIVE NEWS, or in any newspaper circulated in the service area of the Cooperative.

### **Section 9. Accounting System and Reports**

The Board of Directors shall cause to be established and maintain a complete accounting system, which among other things, subject to applicable laws and rules and regulations of any regulatory body, shall conform to such accounting systems as may be designated for similar cooperatives in the utility industry. The Board of Directors shall also after the close of each fiscal year cause to be made a full and complete audit of the accounts, books and financial condition of the Cooperative as of the end of such fiscal year. A report of such audit shall be submitted to the members at the next succeeding annual meeting.

### **Section 10. Removal of Board Member by Members**

Any member may bring charges against a board member and, by filing with the Secretary such charges in writing together with a petition signed by at least 500 eligible voting members, may request the removal of such board member by reason thereof. Upon receipt of such petition it shall be the duty of the Chairman of the Board of Directors to call a special meeting of the members to hear the same. Such board members shall be informed in writing of the charges at least ten days prior to the meeting of the members at which the charges are to be considered and shall have an opportunity at the meeting to be heard in person or by counsel and to present evidence in respect of the charges; and the person or persons bringing the charges against the board member shall have the same opportunity. The question of the removal of such board member shall be considered and voted upon at the meeting of the members. The board member may be removed by a majority vote of the members voting at the meeting. Any vacancy created by such removal may be filled by vote of the members at such meeting without compliance with the foregoing provisions with respect to nominations.

---

## *ARTICLE V*

### **MEETINGS OF DIRECTORS**

---

### **Section 1. Regular Meetings**

The regular annual meeting of the Board of Directors for the election of officers shall be held either immediately after and at the same place as the annual meeting of members or at the time and place of the next regularly scheduled monthly board meeting. A regular meeting of the Board of Directors shall also be held monthly at such time and place in Oconto County, Wisconsin, as the Board of Directors may provide by resolution. Such regular monthly meetings may be held without notice other than such resolution fixing the time and place thereof.

## **Section 2. Special Meetings**

Special meetings of the Board of Directors may be called by the Chairman or any three (3) directors. The person or persons authorized to call special meetings of the Board of Directors may fix the time and place for the holding of any special meeting of the Board of Directors called by them.

## **Section 3. Notice of Special Meetings**

Notice of the time, place and purpose of any special meeting of the Board of Directors shall be given at least three (3) days previous thereto by written notice delivered personally or mailed, to each director at their last known address, by or at the direction of the Secretary, or upon default in duty by the Secretary, by the Chairman or a director calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except in case a director shall attend a meeting for the express purpose of objecting to the transaction of any business because the meeting shall not have been lawfully called or convened.

## **Section 4. Quorum**

A majority of the board shall constitute a quorum, provided, that if less than such majority of the board is present at said meeting, a majority of the board present may adjourn the meeting from time to time; and provided further, that the Secretary shall notify any absent board members of the time and place of such adjourned meeting. The act of a majority of the board members present at a meeting at which a quorum is present shall be the act of the board, except as otherwise provided in these Bylaws.

---

# **ARTICLE VI**

## **OFFICERS**

---

### **Section 1. Number**

The principal officers of the Cooperative shall be the Chairman, Vice Chairman, Secretary and Treasurer. The office of Secretary and Treasurer may be held by the same person. The Board of Directors may appoint other officers from time to time.

### **Section 2. Election and Term of Office**

The officers shall be elected by ballot, annually by and from the board at the meeting of the board held immediately after the annual meeting of the members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until the first meeting of the board following the next succeeding annual meeting of the members or until a successor shall have been elected and shall have qualified. A vacancy in any office shall be filled by the board for the unexpired portion of the term.

### **Section 3. Removal of Officers and Agents by the Board**

Any officer or agent elected or appointed by the board may be removed by the board whenever in its judgment the best interests of the Cooperative will be served thereby.

### **Section 4. Chairman**

The Chairman shall:

(a) be the principal executive officer of the Cooperative and, unless otherwise determined by the members or the board, shall preside at all meetings of the members and the board;

(b) may sign any deeds, mortgages, deeds of trust, notes, bonds, contracts or other instruments authorized by the board to be executed, except in cases in which the signing and execution thereof shall be expressly delegated by the board or by these Bylaws to some other officer or agent of the Cooperative, or shall be required by law to be otherwise signed or executed; and

(c) in general perform all duties incident to the office of Chairman and such other duties as may be prescribed by the board from time to time.

### **Section 5. Vice Chairman**

In the absence of the Chairman or in the event of the Chairman's inability or refusal to act, the Vice Chairman shall perform the duties of the Chairman, and when so acting shall have all the powers of and be subject to all the restrictions upon the Chairman. The Vice Chairman shall also perform such other duties as from time to time may be prescribed by the board.

### **Section 6. Secretary**

The Secretary shall be responsible for the following, but the actual execution of the duties and functions may be delegated to employees of the Cooperative under the direction of the Chairman or the Chief Executive Officer (CEO):

(a) keeping on file at all times a complete copy of the Articles of Incorporation and Bylaws of the Cooperative containing all amendments thereto (which copy shall always be open to the inspection of any member) and at the expense of the Cooperative, furnishing a copy of the Bylaws and of all amendments thereto to any member upon request; and

(b) in general performing all duties incident to the office of Secretary and such other duties as from time to time may be prescribed by the board.

### **Section 7. Treasurer**

The Treasurer shall be responsible for the following, but the actual executions of the duties and functions may be delegated to employees of the Cooperative under the direction of the Chairman or the Chief Executive Officer (CEO):

(a) custody of all funds and securities of the Cooperative;

(b) the receipt of and the issuance of receipts for all monies due and payable to the Cooperative and for the deposit of all such monies in the name of the Cooperative in such bank or banks as shall be selected in accordance with provisions of these Bylaws; and



(c) the general performance of all duties incident to the office of Treasurer and such other duties as from time to time may be prescribed by the board.

### **Section 8. Bonds of Officers**

The board in its discretion may require any officer, agent or employee of the Cooperative to be bonded in such amount and with such surety as it shall determine.

### **Section 9. Reports of Officers**

The officers of the Cooperative shall submit, at each annual meeting of the members, reports covering the business of the Cooperative for the previous fiscal year.

---

## *ARTICLE VII*

### **NON-PROFIT OPERATION**

---

### **Section 1. Interest or Dividends on Capital Prohibited**

The Cooperative shall at all times be operated on a cooperative non-profit basis for the mutual benefit of its patrons. No interest or dividends shall be paid or payable by the Cooperative on any capital furnished by its patrons.

### **Section 2. Patronage Capital in Connection with Furnishing Electric Energy**

In the furnishing of electric energy the Cooperative's operations shall be so conducted that all patrons will, through their patronage, furnish capital for the Cooperative. In order to induce patronage and to assure that the Cooperative will operate on a non-profit basis, the Cooperative is obligated to account on a patronage basis to all its patrons within a particular business classification for all amounts received and receivable from the furnishing of electric energy to patrons within such classification in excess of operating costs and expenses properly chargeable against the furnishings of electric energy to patrons within such classification. Subject to the provisions hereof relating to adjustments between and among classes of business, all such amounts in excess of operating costs and expenses at the moment of receipt by the Cooperative are received with the understanding that they are furnished by patrons as capital. Subject to the provisions hereof relating to adjustments between and among classes of business, the Cooperative is obligated to pay as credits to a capital account for each patron all such amounts in excess of operating costs and expenses. The books and records of the Cooperative shall be kept in such a manner that at the end of each fiscal year the amount of capital, if any, so furnished by each patron is clearly reflected and credited in an appropriate record to the capital account of each patron, and the Cooperative shall within a reasonable time after the close of the fiscal year notify each patron of the amount of capital so credited to the patrons class of business and to patrons account. All such amounts credited to the capital account of any patron shall have the same status as though they had been paid to the patron in cash in pursuance of a

legal obligation to do so and the patron had then furnished the Cooperative corresponding amounts of capital.

All other amounts received by the Cooperative from its operations in excess of costs and expenses shall, insofar as permitted by law, be apportioned among the various classes of business on a total patronage basis and shall be

(a) used to offset any losses incurred during the current or any prior fiscal year, and

(b) to the extent not needed for that purpose, allocated to its patrons within such business classifications on a patronage basis and any amount so allocated shall be included as part of the capital credited to the accounts of patrons, as herein provided.

### **Section 3. Patronage Refunds in Connection with Furnishing Other Service**

In the event that the Cooperative should engage to a substantial extent in the business of furnishing goods or service other than electric energy, all amounts received and receivable therefrom which are in excess of costs and expenses properly chargeable against the furnishing of such goods and services shall, insofar as permitted by law, be prorated annually on a patronage basis and returned or allocated to those patrons, members or non-members alike, from whom such amounts were obtained.

### **Section 4. Unallocated Reserves**

Notwithstanding anything to the contrary in this Article, the Board of Directors, in its discretion, may in any year credit to unallocated surplus or reserves of the Cooperative a portion of the net proceeds not exceeding the amount of margins from any subsidiaries of the Cooperative and other non-operating margins of the Cooperative, but not including patronage capital from the Cooperative's wholesale power supplier or Cooperative lenders.

### **Section 5. Classification of Business**

With respect to the furnishing of electric energy, and the allocation of capital credits in connection therewith, the board may classify the business done by the Cooperative with all of its patrons into classes of business and patronage. Such classifications shall be based on factors relating to the cost of rendering service and the rates lawfully chargeable in connection therewith in accordance with reasonable accounting, engineering and utility standards and practices. The board may apply to such classes of business formulas designed to equitably determine for each class so established any amounts paid by patrons within such class in excess of the costs of service for such class. In developing such formulas and in determining the respective amounts of capital so furnished by all patrons within such classes the board shall give regard to the level of capital contributed by each such class of business during the current or any prior fiscal year so as to equitably adjust the aggregate capital accounts between and among classes of business. If the receipts from every class of business in any year exceed the costs and expenses allocable and chargeable thereto, then the

excess of receipts over expenses for each class of business shall be allocable to each class as capital credits and to patrons within each such class on a dollar patronage basis. If, however, the costs and expenses chargeable or allocable against any one or more classes of business exceed the receipts from all patrons within such class or classes of business, then such deficit shall be charged against the patronage margins otherwise assignable to any remaining class or classes of business, on a dollar volume patronage basis, so that in no year shall there be credited to patrons as patronage capital an amount greater than the excess of receipts from all patrons over the costs and expenses of doing business with all patrons. All patronage margins contributed by patrons within a given class of business shall be assigned to such patrons on a dollar volume basis of patronage, but no patronage capital shall be deemed to have been contributed by, or shall be allocated to, any patron within any class of business, if the receipts from all patrons within such class do not exceed the costs and expenses chargeable or allocable to such class. In the event patronage from any patron falls into two or more classes of business, capital credits assigned to such patron shall be the net amount of the capital credits determined after debiting and crediting such patron's account with all patronage debits and credits from all such classes of business.

#### **Section 6. Retirement of Patronage Capital**

If, at any time prior to dissolution or liquidation, the Board of Directors shall determine that the financial conditions of the Cooperative shall not be impaired thereby the capital then credited to patrons' accounts may be retired in full or in part. The Board of Directors shall determine under rules of general application the method, basis, priority and order of retirement, if any, for all amounts heretofore and hereafter furnished as capital.

#### **Section 7. Assignment of Patronage Capital**

Except as provided in Section 9 hereof, capital credited to the account of each patron shall be assignable only on the books of the Cooperative pursuant to written instructions from the assignor and only to successors in interest or successors in occupancy in all or a part of such patrons premises served by the Cooperative unless the Board of Directors, acting under policies of general application, shall determine otherwise.

#### **Section 8. Prior Retirement to Estates of Deceased Patrons**

Notwithstanding any other provision of the Bylaws, the Board of Directors, at its discretion, shall have the power at any time upon the death of any patron, who was a natural person, if the legal representatives of the patron's estate shall request in writing that the capital credits to any such patron be retired prior to the time such capital would otherwise be retired under the provisions of these Bylaws, to retire capital credits to any such patron immediately upon such terms and conditions as the Board of Directors, acting under policies of general application, and the legal representatives of such patron's estate shall agree upon; provided, however, that the financial condition of the Cooperative will not be impaired thereby. The board is

authorized, but not required to provide for prior retirements to surviving joint tenancy patrons and to heirs of deceased patrons on the same basis as retirements here under may be made to estates of deceased patrons.

### **Section 9. Security Interest in Patronage Capital**

The Cooperative shall have a continuing security interest in the patronage capital allocated and credited to any patron for any indebtedness due and owing from such patron to the Cooperative. The patron shall execute such documents as the Cooperative may request to create and perfect this security interest. The rights of the Cooperative under the security interest hereby granted may be exercised in the event of the default in payment by the patron of the patron's obligations, or in the event of the bankruptcy of the patron, and such indebtedness of the patron shall be subtracted from the capital allocated and credited to the patron in any retirement thereof made hereunder to said patron or to patrons estate, heirs, or surviving joint member.

### **Section 10. Assignment to Oconto Electric Educational Fund**

Any patron may assign all or any portion of the patronage capital now or hereafter expected to be credited to patron pursuant to Article VII to the Oconto Electric Educational Fund, effective as of the date of assignment, subject to the Cooperative's prior lien for unpaid charges under Section 9 of this Article.

### **Section 11. Forfeiture of Unclaimed Funds**

(a) The Cooperative shall effect the forfeiture of all unclaimed funds, including all forms of distributions or capital credits, deposits, and dividends, and shall do the following in connection therewith:

(1) No earlier than three years and no later than five years after the funds are first made available to the owners, the Board of Directors shall declare the funds forfeited to the Cooperative unless claimed by a specified date.

(2) After the declaration of forfeiture, the Cooperative shall give notice that states that the funds shall be forfeited if not claimed by the specified date, which date shall be a business day at least 60 days after the mailing of the notice.

(3) The notice under paragraph (2) shall be mailed to the last known address of each owner and shall be published on or before the date of mailing in a newspaper published in the municipality containing the service area of the Cooperative.

(4) The Cooperative shall dedicate any funds remaining unclaimed after the date specified in paragraph (2) to educational purposes, limited to providing scholarships or loans to students, or to charitable purposes, as the Board of Directors determines, within one year after the date the funds are declared forfeited under paragraph (1). Educational purposes shall not include political purposes as defined in section 11.01(16), Wisconsin Statutes.

(b) At any time subsequent to a forfeiture under this bylaw, the owner of forfeited funds may submit a claim to the Board of Directors and if the board determines that the person owned the funds at the time of the

forfeiture, it shall refund the funds to the person.

(c) The Board of Directors may establish a reasonable reserve for payment of claims, which reserve shall be credited to patrons in accordance with the ratio which their patronage bears to total patronage. This reserve shall be reimbursed for claims charged thereto, out of funds subsequently declared forfeited.

## **Section 12. Contractual Obligations**

The patrons of the Cooperative, by dealing with the Cooperative, acknowledge that the terms and provisions of the Articles of Incorporation and Bylaws shall constitute and be a contract between the Cooperative and each patron, and both the Cooperative and the patrons are bound by such contract, as fully as though each patron had individually signed a separate instrument containing such terms and provisions. The provisions of this Article of the Bylaws shall be called to the attention of each patron of the Cooperative by posting same in a conspicuous place in the Cooperative's office.

---

## ***ARTICLE VIII***

### **DISPOSITION OF PROPERTY**

---

The Cooperative may not sell, mortgage, lease or otherwise dispose of or encumber all or any substantial portion of its property unless such sale, mortgage, lease or other disposition or encumbrances is authorized at a meeting of the members thereof by the affirmative vote of not less than two-thirds (2/3) of all of the members of the Cooperative, and unless the notice of such proposed sale, mortgage, lease or other disposition or encumbrances shall have been contained in the notice of the meeting; provided, however, that notwithstanding anything herein contained, the Board of Directors of the Cooperative, without authorization by the members thereof, shall have full power and authority to borrow money from the United States of America or any agency or instrumentality thereof, or from National Rural Utilities Cooperative Finance Corporation (hereinafter referred to as "C.F.C.") or other financing institution or bank, and in connection with such borrowing to authorize the execution and delivery of a mortgage or mortgages or a deed or deeds of trust upon, or the pledging or encumbering of any or all of the property, assets, rights, privileges, licenses, franchises and permits of the Cooperative, whether acquired or to be acquired, and wherever situated, as well as the revenues and income therefrom, all upon such terms and conditions as the Board of Directors shall determine, to secure any indebtedness of the Cooperative to the United States of America or any instrumentality or agency there of or to "C.F.C." or other financing institution or bank.

---

## ***ARTICLE IX***

### **SEAL**

---

The Corporate Seal of the Cooperative shall have inscribed there on the name of the Cooperative and the words 'Corporate Seal'.

---

**ARTICLE X**  
**FINANCIAL TRANSACTIONS**

---

**Section 1. Contracts**

Except as otherwise provided in these Bylaws, the board may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name and on behalf of the Cooperative, and such authority may be general or confined to specific instances.

**Section 2. Checks, Drafts, Etc.**

All checks, drafts or other orders for the payment of money, and all notes, bonds or other evidences of indebtedness issued in the name of the Cooperative shall be signed and/or countersigned by such officer or officers, agent or agents, employee or employees of the Cooperative and in such manner as shall from time to time be determined by resolution of the board.

**Section 3. Deposits and Investments**

All funds except petty cash of the Cooperative shall be deposited or invested from time to time to the credit of the Cooperative in such bank or banks or in such financial securities or institutions as the board may select. Nothing herein shall be deemed to prohibit the board from extending loans to members for proper purposes in the interest of the Cooperative.

**Section 4. Fiscal Year**

The fiscal year of the Cooperative shall begin on the first day of January of each year and shall end on the thirty-first day of December of the same year.

---

**ARTICLE XI**  
**MISCELLANEOUS**

---

**Section 1. Membership in Other Organizations**

The Cooperative shall not become a member of or purchase stock in any other organization without an affirmative vote of the members at a duly held meeting, the notice of which shall specify that action is to be taken upon such proposed membership or stock purchase, provided, however, that the Cooperative may upon the authorization by a two-thirds (2/3) vote of the Board of Directors purchase stock in or become a member of any corporation or organization organized on a non-profit basis for the purpose of engaging in or furthering the cause of rural electrification of any other corporation for the purpose of acquiring electric facilities.

**Section 2. Waiver of Notice**

Any member or board member may waive in writing any notice of a meeting required to be given by these Bylaws. The attendance of a member or board member at any meeting shall constitute a waiver of notice of such meeting by such member or board member, except in case a member or board member shall attend a meeting for the express purpose of objection to

the transaction of any business on the ground that the meeting has not been lawfully called or convened.

---

**ARTICLE XII**  
**INDEMNIFICATION OF OFFICERS, DIRECTORS,**  
**EMPLOYEES AND AGENTS**

---

**Section 1. Circumstances Requiring Indemnification**

If an individual incurs expenses including attorney fees, costs, fines, forfeitures, money judgments or settlement payments as a result of being made a party or being threatened to be made a party to any civil, criminal, administrative, investigative or other legal or equitable action, including a threatened, pending or completed action, because of the individual's service at any time as an officer, director, employee or agent of this Cooperative or, at the request of this Cooperative, for another entity, the Cooperative shall indemnify the individual after the final resolution of the action, or all parts of the action which concern the individual, for actual and reasonable expenses incurred if any of the following applies:

(a) The individual has not been made liable for any fine, forfeiture, money judgment or settlement payment, has not been made subject to an injunctive remedy or a criminal conviction and has not entered a plea of guilty or no contest.

(b) A court or other official tribunal so orders.

(c) A determination is made as provided in Section 2 that the individual's conduct that was the subject of the action was undertaken in good faith with the reasonable belief that the conduct was in the best interests of the Cooperative or not opposed to the Cooperative's best interests and with no reasonable cause to believe that the conduct was unlawful.

**Section 2. Determination of Indemnification**

A determination that an individual's conduct complied with the standard set forth in Section 1(c) shall be made as follows:

(a) The board, by a majority vote of a quorum of the board, shall make the determination or shall direct that the determination be made as provided in subparagraph (b) or shall direct that it be made as provided in subparagraph (c). For purposes of this subdivision, a director who was or is a party or threatened to be made a party to the action may not be counted in calculating a quorum and may not vote if a quorum is obtained. If a quorum cannot be obtained, the determination shall be made as provided in subparagraph (c).

(b) If the majority vote of a quorum under subparagraph (a) directs, the members, by a majority vote of a quorum of the members, shall make the determination. For purposes of this subparagraph, a member who was or is a party or threatened to be made a party to the action may not be counted in calculating a quorum and may not vote if a quorum is obtained. If a quorum cannot be obtained, the determination shall be made as provided in subparagraph (c).

(c) If the majority vote of a quorum under subparagraph (a) directs, or if a quorum cannot be obtained under subparagraph (a) or if a quorum cannot be obtained under subparagraph (b), the determination shall be made by written opinion of independent legal counsel.

### **Section 3. Advance Payment of Expenses**

The Cooperative may pay the expenses incurred by an individual under Section I in advance of the final resolution of the action or all parts of the action concerning the individual if the board, by a majority vote of a quorum of the board, elects to do so and if the board receives an undertaking by or on behalf of the individual to repay the Cooperative unless the individual is indemnified under this section. For purposes of this subsection, a director who was or is a party or threatened to be made a party to the same action may not be counted in calculating a quorum and may not vote if a quorum is obtained. Likewise, the Cooperative may pay the expenses in advance, or assume the responsibility therefore if a determination is first made that the individual's conduct complied with the standard set forth in Section I(c) here of.

### **Section 4. Insurance**

The Cooperative may purchase insurance that covers expenses incurred by an individual under Section I regardless of whether the individual could be indemnified for the expenses under this section.

---

## ***ARTICLE XIII*** **AMENDMENTS**

---

These Bylaws may be altered, amended or repealed by a majority of the members of the Cooperative voting at any annual or special meeting; provided, however, that these Bylaws shall not be altered, amended or repealed at any meeting of the members unless notice of the purpose of such alterations, amendments, or repeal shall have been contained in the notice of such meeting. Any amendment offered from the floor at any such meeting which is germane to any amendment or resolution specified or referred to in the notice of the meeting may be acted upon with the same force and effect as though set forth in the notice of the meeting.

These Bylaws may also be amended by the Board of Directors, on the affirmative vote of not less than a two-thirds (2/3) majority of the entire board, provided that notice of the proposed amendments was given to all directors not less than 30 days prior to the meeting. The board shall have no power to amend these Bylaws in any manner that would: alter the fundamental non-stock and non-profit nature of the Cooperative; materially alter the qualifications for directors; reduce the requirements for disposition of all or substantially all of the Cooperative's fixed assets; or reduce the voting rights of any member. Any amendment adopted by the board shall be reported at the next member meeting and shall be subject to further amendment or repeal by the members.



---

## **STATEMENT OF NONDISCRIMINATION**

---

“Oconto Electric Cooperative” is the recipient of Federal financial assistance from the U.S. Department of Agriculture (USDA).

This institution is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (PDF), found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

Revised: 4/23/2014