

BY-LAWS
of
CENTRAL WISCONSIN ELECTRIC COOPERATIVE
Rosholt, Wisconsin

PREAMBLE

The aims of the cooperative are three-fold:

- 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 Central Wisconsin Electric Cooperative (hereinafter called the "Cooperative"), upon receipt of electric service from the Cooperative, provided that he/she or it has first:

- A. made an application for membership therein;
- B. agreed to purchase any goods or services from or through the Cooperative as hereinafter specified;
- 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 of Directors, and
- D. paid the membership fee established by the Board of Directors, if any.

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.

SECTION 2. Spousal Joint Membership.

- A. Any application for membership in the Cooperative, from any person who is married shall be deemed and become an application for membership by spouses

as joint tenant members with right of survivorship unless the person making such application otherwise designates in writing.

- B. With respect to memberships issued prior to October 6, 1962, the membership of any person who, was married, or who thereafter while a member became married, shall be deemed to have become, and did become at such time, a membership in spouses as joint tenant members with right of survivorship without further action by such member.
- C. The term “member” as used in these bylaws shall be deemed to include two spouses holding a joint membership and any provisions relating to the rights and liabilities of membership, including, without limitation the following:
 - 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 a 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. The records of the Cooperative shall properly show all joint memberships in the names of the joint members. By writing signed by both joint members and filed with the Cooperative any joint membership may be terminated and changed to a membership in common or vested solely in one of the joint members.
- E. 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 3. Conversion of Membership. A membership may be converted to a membership as tenants in common or as joint tenants with right of survivorship upon the written request by the holder and the agreement by the holder and the persons becoming tenants in common or joint tenants, to comply with the articles of incorporation, bylaws and rules and regulations adopted by the board.

SECTION 4. Membership Fee. The Board of Directors may impose a membership fee as a condition of membership in the Cooperative. The member shall be eligible for service upon paying such membership fee, if applicable.

SECTION 5. Purchase of Electric Energy. Each member shall, as soon as electric energy shall be available, purchase from the Cooperative all electric energy purchased for use on the premises specified in his/her 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 cooperative facilities, shall be subject to appropriate 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 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 from time to time. Each member shall also pay all amounts owed by him/her to the Cooperative as and when the same shall become due and payable.

SECTION 6. 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 7. 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 the 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. The membership of a member who for a period of six (6) months after service is available to him/her, has not purchased electric energy from the Cooperative, or of a member who has ceased to purchase energy from the Cooperative, may be cancelled by resolution of the board.
- B. Upon withdrawal, death, cessation of existence or expulsion of a member, the membership of such member shall thereupon terminate. Termination of membership in any manner shall not release a member or a member's estate from any debts due the Cooperative.
- C. Upon 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, except for the membership fee, 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.

- D. 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, 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.

SECTION 8. Property Interest of Members. Upon dissolution after all debts and liabilities of the Cooperative shall have been paid, and all capital and all capital furnished through patronage shall have been retired as provided in the bylaws, 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 on the date of the filing of the certificate of dissolution, subject to and in accordance with such classifications of business formula as may have been employed in allocating patronage capital to such members.

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 desire such service and 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 1 of this article.

SECTION 3. Extension and 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 as members within the same classification of service.

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 customers 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 non-members in excess of fifteen percent of the total patrons served by the Cooperative.

SECTION 5. Assumption of Public Utility Obligations. Within the service area of any public utility as defined by Section 196.91, Wisconsin Statutes, the property of which public utility is acquired by the Cooperative, the Cooperative by action of its Board of Directors is authorized to assume all statutory public utility obligations in said public utility service area to the extent required by law or order of any commission or court having jurisdiction in said matter. Such assumption of public utility obligations in such service area, including regulation by the Public Service Commission of Wisconsin, shall not affect the legal status of the Cooperative in the balance of its service area.

ARTICLE III MEETINGS OF MEMBERS

SECTION 1. Annual Meeting. The annual meeting of the members shall be held prior to the month of June of each year at such place in the counties of Waupaca, Shawano, Portage and Marathon, State of Wisconsin, as selected by the board and which shall be designated in the notice of meeting, for the purpose of 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 of Directors 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 may be called by the Chairman, or by a 2/3 vote of the Board of Directors, or upon the written request signed by at least twenty per cent (20%) of the members and it shall thereupon be the duty of the Chairman to call such meeting. Special meetings of the members may be held at any place within one of the counties listed in Section 1 hereof and shall be specified in the notice of the special meeting.

SECTION 3. Notice of Members' Meetings. Written, printed or electronic 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 not 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-Treasurer, or upon default in duty by the Secretary-Treasurer, 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 shall be fifty (50). 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. 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-Treasurer 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/she is a member. A guardian or legal representative of any member may vote on behalf of such member. Voting by absentee ballot shall be only as specifically authorized by the Board of Directors.

SECTION 6. Absentee Voting. Any member who is absent from any annual or special meeting of the members and who has filed a written request in advance for an absentee ballot may vote by absentee mail ballot upon any motion or resolution to be acted upon at any such meeting with respect to any action submitted pursuant to a resolution adopted by the Board of Directors, the Resolutions Committee or by petition of not less than ten per cent (10%) of the members. A ballot, the envelope enclosing which is signed by the member, shall be deemed a signed ballot within the meaning of this section. The receipt of mail ballots at any such meeting shall not preclude the offer and adoption of germane amendments to any resolution to be acted upon at such meeting. The adoption or rejection of such amendments shall be determined by the majority vote of those members present and voting at such meeting. After the adoption of any such amendment - the adoption or rejection of the original resolution as amended shall be determined solely on the basis of the votes cast by members in attendance at such meeting.

SECTION 7. Order of Business. The order of business at the annual meeting of the members and, so far as possible, at all other meetings, shall be essentially as follows:

- A. Report on the number of members present in person in order to determine the existence of a quorum.
- B. Reading of the notice of the meeting and proof of the due publication of mailing thereof, or the waiver or waivers of notice of the meeting as the case may be.
- C. Collection and closing of ballots.
- D. Reading of unapproved minutes of previous meetings of the members and the taking of necessary action thereon.
- E. Presentation and consideration of reports of officers, directors and committees.
- F. Unfinished business.

G. New business.

H. Adjournment.

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.

SECTION 8. Annual and Special Meeting Rules. The Board of Directors may in any year appoint a Rules Committee for the purpose of establishing rules to govern the conduct of the next member meeting. The rules established by the Rules Committee may include a deadline for members to submit any advisory resolutions relating to the affairs of the Cooperative that they plan to present at the next annual meeting, consistent with Article V of the bylaws, which deadline shall be communicated to the membership. Except as may be modified by the bylaws or by rules established by the Rules Committee, Robert's Rules of Order shall govern all procedural questions pertaining to member meetings.

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 By-laws. 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. Districts.

A. For the purpose of securing an equitable representation on the Board of Directors based on the geographical area served by the Cooperative, said territory shall be divided into Three Districts. Each district shall be represented by two (2) directors who must be a bona fide domiciliary therein. With the exception of the at-large director, the directors may not be bona fide domiciliaries of the same sub-district. In addition, there shall be one (1) at large director, making a total of seven (7) directors. The three districts, named Districts 1 to 3 inclusive shall consist of the following townships to each district:

1(a). Hutchins, Bartelme, Red Springs, Almon, Shawano County

1(b). Norrie, Elderon, Marathon County, and Birnamwood, Wittenberg, Shawano County

1(c). Morris, Seneca, Germania, Fairbanks, Grant, Shawano County

2(a). Harrison, Wyoming, Dupont, Waupaca County

2(b). Helvetia, Union, Iola, Waupaca County

2(c). St. Lawrence, Scandinavia, Farmington, Waupaca County and Lanark, Amherst, Portage County

3(a). Franzen, Marathon County, and Alban, New Hope, Portage County

3(b). Eau Pleine, Dewey, Sharon, Hull, Stockton, Portage County

3(c). Kronenwetter, Reid, Knowlton, Guenther, Bevent, Marathon County

- B. SUB-DISTRICTS. That each of said three districts shall be divided into three sub-districts (designated above) for the purpose of appointing resolution and nomination committee members.

SECTION 3. Nominations. It shall be the duty of the board to appoint annually, not less than ninety (90) days before the day of the annual meeting, a Committee on Nominations consisting of members, who shall be selected so as to give representation to each of the nine (9) geographical sub-districts served, or to be served, by the Cooperative in the manner described in Section 2(a) above. (ie., no more than one director may be domiciled in a sub-district, with the exception of the at-large director). No officer or member of the Board of Directors, or any employee of the Cooperative, shall serve on the committee. The committee shall prepare and post at the principal office of the Cooperative, at least sixty (60) days before the meeting, a notice of the Committee's nominations for each district up for election, it being expressly understood the committee shall nominate at least one nominee for each vacancy. A minimum of 50 members from the district where a vacancy exists of the Cooperative, acting together, may make one additional nomination for each vacancy in writing over their signature not less than forty (40) days prior to the annual meeting, and the Secretary-Treasurer shall post such nominations at the same place where the notice of nominations made by the committee is posted. A member may not make more than one nomination by petition for each vacancy and if more than one nomination is made by any member, the nomination of the earliest received petition shall be counted and no other nomination made by said member on any subsequently filed petition will be valid. Any written petition for nominations shall be submitted on a form designated and provided by the Cooperative. Each person signing such written petition for nomination shall date his/her signature and shall show thereon the address, account number and the service location represented by such signature. There will be no nomination from the floor.

SECTION 4. Election and Tenure of Office. The persons sitting on the Board of Directors at the time these Restated By-laws are enacted shall remain in office until the Annual Meeting held in

2003; the persons elected as directors at the Annual Meeting held in 2003, shall compose the Board of Directors until their successors shall have been elected and qualified as provided herein. The persons who receive the most votes from Districts 1 and 2 shall be elected to serve a term of three years; the person who receives the most votes from District 3 and the other person elected in District 1 shall be elected to serve a term of two years; the other persons elected directors from Districts 2 and 3 shall be elected to serve for a term of one year. As provided in Article IV, Section 2 (a), no sub-district shall be represented by more than one director, with the exception of the at-large director. The person elected as the director at large shall be elected to serve a three (3) year term with a limit of three consecutive terms. At each annual meeting thereafter, those districts having directors whose term expires shall elect a director for a term of three years except as otherwise provided. If, for any reason, the members of any district fail to elect a director, the vacancy shall be filled as provided in Section 7 of this Article.

Directors elected as provided herein shall take office at the next meeting of the Board of Directors, which normally immediately follows the annual meeting of the membership.

Not less than fourteen (14) days prior to any duly called membership meeting, there shall be printed and mailed to all members, ballots for director elections and for voting on any other agenda item authorized by the Board of Directors. Printed instructions and an explanation as to when and where ballot shall be returned will be included. Ballots shall be received by the Cooperative through the close of business on the last day prior to Annual Meeting. Ballots may also be cast at the Annual Meeting as authorized and directed by the Board of Directors. Each member shall be entitled to one (1) vote upon each matter submitted to a vote at any member meeting. Each joint membership shall be entitled to one (1) vote. At all member meetings, a majority of members voting upon any question, other than the election of directors, shall decide the issue except as otherwise provided by law. There shall be no voting by proxy except that a husband or wife may hold or exercise a proxy for his or her spouse.

SECTION 5. Qualifications. To become and remain a Director, a person must comply with the following qualifications:

- A. be an individual who is a member served by the Cooperative at his or her residence, who is a bona fide resident of the district which the individual is to represent, and who has been a bona fide resident of that district for at least the one year immediately before his or her nomination;
- B. have the capacity to enter into legally binding contracts;
- C. while a Director and during the one year immediately before becoming a Director, not be, be employed by, control, own more than ten percent of, serve as a director or officer of, or receive more than ten percent of annual gross income from
 - a. an individual or entity that competes with the Cooperative, a Cooperative Subsidiary or a Cooperative Affiliate,

- b. an individual or entity that provides a good or service similar to a good or service provided by the Cooperative, a Cooperative Subsidiary or a Cooperative Affiliate, within the same geographic area as the Cooperative, Cooperative Subsidiary or Cooperative Affiliate, or
- c. an individual or entity that directly or indirectly advances the individual or entity's pecuniary interest by engaging in business dealings with the Cooperative, a Cooperative Subsidiary or a Cooperative Affiliate,

if such interest or relationship would likely impair the individual's ability to serve the best interest of the Cooperative. Nothing in this provision shall be construed to disqualify any member from serving as a director who provides electric energy by means of distributed generation facilities that are interconnected with Cooperative facilities.

- D. while a Director and during the three years immediately before becoming a Director, not be an employee of the Cooperative, a Cooperative Subsidiary or a Cooperative Affiliate;
- E. while a Director, not be a relative of a Director or Employee of the Cooperative or of a Cooperative Subsidiary or Cooperative Affiliate except as may be reasonably authorized by the Board as set forth in a policy or policies adopted by the Board;
- F. not have been previously removed as a Director by the Board or the members in accordance with these Bylaws, or shall not have resigned as a Director while a proceeding to remove him or her was pending;
- G. while a Director not be, and at any time during the three years immediately before becoming a Director, not have been a party in any stage of mediation, arbitration, lawsuit, or other legal action against or by the Cooperative or a Cooperative Subsidiary;
- H. while a Director and during the five years immediately before becoming a Director, not be convicted of, or plead guilty to, a felony or first degree misdemeanor;
- I. except as otherwise provided by the Board for good cause, attend at least two-thirds of all Board Meetings during each year of the Director's term of office; and
- J. any other reasonable qualifications set forth in a policy or policies adopted by the Board.

Nothing in this section shall be construed to preclude any member from serving as a director 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 or plumbing appliances, fixtures, or supplies to the members of this Cooperative.

Following a due process hearing as provided in Section 6 of this Article, if the Board determines that a Director is in violation of any of the foregoing provisions, the Board shall remove such Director from office.

Nothing contained in this section shall affect in any manner whatsoever the validity of any action taken at any meeting of the Board.

SECTION 6. Removal of Directors by Members. No person shall be eligible to remain a board member of the Cooperative who does not maintain the qualifications to serve as a Board member as set forth in Board Policy Number 101 as from time to time promulgated by the Board of Directors. Any member may bring charges against a director and, by filing with the Secretary-Treasurer such charges in writing together with a petition signed by at least ten per cent (10%) of the members, may request the removal of such director by reason thereof. Such director shall be informed in writing of the charges at least ten (10) 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 him/her shall have the same opportunity. The question of the removal of such director shall be considered and voted upon at the meeting of the members and any vacancy created by such removal shall be filled as provided in Section 7 of this Article.

SECTION 7. Vacancies. Vacancies occurring in the Board of Directors shall be filled by appointment made by the Chairman of the Cooperative and ratified by the Board of Directors in accordance with the provisions of Board Policy No. 101, Article III, Paragraph E (Filling a Vacancy of the Board of Directors) and shall be for the unexpired term of the director from said district.

SECTION 8. Compensation. In accordance with Section 185.36(1) of the Wisconsin Statutes, the Board of Directors of the Cooperative may establish compensation and other benefits for directors for the services the directors provide, such as attendance at meetings, conferences, and training programs or performing committee assignments when authorized by the board. If authorized by the board, board members may also be reimbursed for expenses actually and necessarily incurred in carrying out such Cooperative business. No board member shall receive compensation for serving the Cooperative in any other capacity.

ARTICLE V RESOLUTIONS COMMITTEE

No less than 90 days before an annual meeting, members may submit proposed advisory resolutions relating to the affairs of the Cooperative. Should a resolution be brought forth before the deadline, the Board of Directors shall appoint a nine (9) member Resolutions Committee consisting of a member from each of the (9) geographical sub-districts, which may include members of the Member Advisory Group, or other member committees. The Resolutions Committee shall have the responsibility of considering proposed advisory resolutions that have been timely submitted by members.

In consultation with the Board, the Cooperative attorney and the President/CEO, the Resolutions Committee shall determine whether proposed advisory resolutions should be presented for consideration at the annual meeting and, if so, whether additional information should be presented to the membership to ensure a full airing of the issue and an informed decision by the membership on the matter. The Resolutions Committee in its report to the membership may make a recommendation concerning disposition of any such advisory resolution.

Proposed advisory resolutions should be presented for consideration by the membership at the annual meeting unless the Resolutions Committee finds that they are unreasonable in nature, duplicative, or mean-spirited.

ARTICLE VI MEETINGS OF DIRECTORS

SECTION 1. Regular Meetings. Immediately following the annual meeting of the Members, a regular meeting of the Board of Directors shall be held without notice at the same location. The other regular meetings of the Board of Directors shall be held monthly at the central offices of the Cooperative located on Lystul Road in the Township of Alban, Portage County, Wisconsin.

SECTION 2. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman or by any three directors, and it shall thereupon be the duty of the Secretary-Treasurer to cause notice of such meeting to be given as hereinafter provided. The Chairman or the directors calling a special meeting or a resolution to hold an adjourned meeting shall fix the date time and place (which shall be within the service area of the Cooperative) for holding the meeting. For the purpose of this section the service area shall be defined as the parts of Marathon and Portage counties east of the Wisconsin River, Shawano and Waupaca counties.

SECTION 3. Notice of Directors' Meetings. Written notice of the time, place and purpose of any special meeting of the Board of Directors shall be delivered to each director either personally, by mail, or by electronic transmission such as e-mail by or at the direction of the Secretary-Treasurer, or upon a default in duty by the Secretary-Treasurer, by the Chairman or the directors calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the director at this address as it appears on the records of the Cooperative, with postage thereon prepaid, at least three days before the date set for the meeting.

SECTION 4. Quorum. A majority of the Board of Directors shall constitute a quorum, provided that if less than such majority of the directors is present at said meeting, a majority of the directors present may adjourn the meeting from time to time; and provided further, that the Secretary-Treasurer shall notify any absent directors of the time and place of such adjourned meeting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except as otherwise provided in these by-laws.

SECTION 5. Action without a meeting. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken by written action signed by all of the Board of Directors.

SECTION 6. Manner of Meeting. Pursuant to Wisconsin Statute 185.32(5)(a) any or all directors may participate in a regular or special meeting or in a committee meeting, including an executive committee meeting, of the board by, or to conduct the meeting through the use of, any means of communication by which any of the following occurs:

- A. All participating directors may simultaneously hear each other during the meeting.
- B. All communication during the meeting is immediately transmitted to each participating director, and each participating director is able to immediately send messages to all other participating directors.

If a meeting will be conducted through the use of any means described above, all participating directors shall be informed that a meeting is taking place at which official business may be transacted.

A director participating in a meeting by any means described above is deemed to be present in person at the meeting. Minutes of the meeting shall be prepared and distributed in accordance with Board policy.

ARTICLE VII OFFICERS

SECTION 1. Number. The officers of the Cooperative shall be a Chairman, Vice-Chairman, Secretary-Treasurer, and such other officers as may be determined by the Board of Directors from time to time. Any change in the officers or number of officers shall be reported to the Secretary of State, State of Wisconsin, as provided by Statute.

SECTION 2. Election and Term of Office. The officers shall be elected by ballot, annually by and from the Board of Directors, at the meeting of the Board of Directors held immediately following the annual membership meeting. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. A vacancy in any office shall be filled by the Board of Directors for the unexpired portion of the term.

SECTION 3. Removal of Officers and Agents by Directors. Any officer or agent elected or appointed by the Board of Directors may be removed by a majority of the Board of Directors whenever in its judgment the best interests of the Cooperative will be served thereby.

SECTION 4. Chairman. The Chairman shall:

be the principal executive officer of the Cooperative and unless otherwise determined by the members or the Board of Directors, shall:

- A. preside at all meetings of the members and the Board of Directors;
- B. sign, with the Secretary-Treasurer, any deeds, mortgages, deeds of trust, notes, bonds, contracts or other instruments authorized by the Board of Directors to be signed, except in cases in which the signing thereof shall be expressly delegated by the Board of Directors or by these by-laws 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 of Directors from time to time.

SECTION 5. Vice-Chairman. In the absence of the Chairman, or in the event of his/her 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 assigned to him/her by the Board of Directors.

SECTION 6. Secretary-Treasurer. The Secretary-Treasurer shall be responsible for:

- A. keeping the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose;
- B. seeing that all notices are duly given in accordance with these by-laws or as required by law;
- C. the safekeeping of the corporate books and records of the Cooperative, and to all documents, the execution of which on behalf of the Cooperative, is duly authorized in accordance with the provisions of these by-laws;
- D. keeping a register of the names and post office addresses of all members;
- E. keeping on file at all times a complete copy of the Articles of Incorporation and By-Laws of the Cooperative containing all amendments thereto (which copy shall always be open to inspection of any member) and at the expense of the Cooperative furnishing a copy of the By-Laws and of all amendments thereto to any member upon request; and
- F. in general perform all duties incident to the office of Secretary-Treasurer and such other duties as from time to time may be assigned to him/her by the Board of Directors.
- G. custody of all funds and securities of the Cooperative;

- H. the receipt of and the issuance of receipts for all moneys due and payable to the Cooperative and for the deposit of all such moneys in the name of the Cooperative in such bank or banks as shall be selected in accordance with the provisions of these by-laws; and

SECTION 7. President/CEO. The Board of Directors may appoint a President/CEO. The President/CEO shall perform such duties and shall exercise such authority as the Board of Directors may from time to time vest in him/her.

SECTION 8. Bonds of Officers. The Secretary-Treasurer and any other officer or agent of the Cooperative charged with the responsibility for the custody of any of its funds or property shall be bonded in such sum and with such surety as the Board of Directors may determine. The Board of Directors in its discretion may also require any other officer, agent or employee of the Cooperative to be bonded in such amount and with such surety as it shall determine.

SECTION 9. Reports. 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. Such reports shall set forth the condition of the Cooperative at the close of such fiscal year.

ARTICLE VIII FINANCIAL TRANSACTIONS

SECTION 1. Contracts. Except as otherwise provided in these by-laws, the Board of Directors 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 and other evidences of indebtedness issued in the name of the Cooperative shall be signed and/or counter-signed 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 of Directors.

SECTION 3. Deposits. All funds of the Cooperative shall be invested from time to time in the credit of the Cooperative in such bank or banks as the Board of Directors may select.

ARTICLE IX 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 classifications in excess of operating costs and expenses properly chargeable against the furnishing 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 his/her class of business and to his/her 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 the law, be apportioned among the various classes of business on a total patronage basis and may be (a) used to offset any losses incurred during the current or any prior fiscal year, and/or (b) credited to allocated or unallocated surplus or reserves; and (c) to the extent not used for those purposes, 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 services other than electric energy, all other amounts received and receivable there from 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 apportioned among the various classes of business on a total patronage basis and may be (a) used to offset any losses incurred during the current or any prior fiscal year, and/or (b) credited to allocated or unallocated surplus or reserves; and (c) to the extent not used for those purposes, 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 4. 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 practice. 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 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 such 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 business, 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 5. Retirement and Patronage Capital on Dissolution or Liquidation or Prior Thereto on Revolving Basis. In the event of dissolution or liquidation of the Cooperative, after all outstanding indebtedness of the Cooperative shall have been paid, outstanding capital credits shall be retired without priority on a pro-rata basis before any payments are made on account of property rights of members. If, at any time prior to dissolution or liquidation, the Board of Directors shall determine that the financial condition 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 theretofore or thereafter furnished as capital.

In accordance with Section 5 of ARTICLE IX of the By-Laws of the Cooperative, the Board of Directors is authorized, but not required, to provide for the retirement of capital credits for energy efficient purposes. The capital credits shall be issued subject to and in accordance with all applicable provisions of both the Wisconsin Statutes and Internal Revenue Code. The Board, in its sole discretion, shall determine the amount, the method, and basis of retirement.

SECTION 6. Assignment of Patronage Capital. Except as provided in Sections 9 and 10 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 patron's premises served by the Cooperative

unless the Board of Directors, acting under policies of general application, shall determine otherwise.

SECTION 7. Prior Retirement to Estates of Deceased Patrons. Notwithstanding any other provisions of these 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 his/her 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 hereunder may be made to estates of deceased patrons.

SECTION 8. 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 his/her estate, heirs, or surviving joint member.

SECTION 9. Assignment to Federated Youth Foundation, Inc. Any patron may assign all or any portion of the patronage capital now or thereafter expected to be credited to him or her pursuant to this Article IX to Federated Youth Foundation, Inc., a charitable tax exempt trust, effective as of the date of assignment subject to the Cooperative's prior lien for unpaid charges under Section 8 of this Article.

SECTION 10. Forfeiture of Unclaimed Funds.

- A. The Cooperative shall effect the forfeiture of all unclaimed funds, including all forms of distributions or capital credits, membership fees, deposit, 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 any 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 11. Subscriptions to Wisconsin Energy Cooperative News. The Cooperative, through action of its Board of Directors, is authorized in the name and on behalf of each member of the Cooperative, to subscribe to Wisconsin Energy Cooperative News. The expense of such subscription for all members shall be charged to the aggregate of capital deposited by members under Section 2 of this Article for electric service in the same manner as are charged other appropriate expenses of the Cooperative.

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 By-laws 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 section of the By-laws shall be called to the attention of each patron of the Cooperative.

ARTICLE X DISPOSITION OF PROPERTY

SECTION 1. The Cooperative may not sell, lease or otherwise dispose of all or any substantial portion of its property unless such sale, lease or other disposition 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, lease or other disposition shall have been contained in the notice of meeting; provided, however, that

notwithstanding anything herein contained, the board of the Cooperative, without authorization by the members thereof, shall have full power and authority to authorize the execution and delivery of a mortgage and 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 incomes therefrom, all upon such terms and conditions as the board shall determine, to secure any indebtedness of the Cooperative.

SECTION 2. Authorization for Merger or Consolidation. The Cooperative may merge or consolidate with one or more other electric cooperatives upon compliance with the provisions of law relating thereto. If the other cooperative or cooperatives with which this Cooperative proposes to merge or consolidate is or are electric cooperatives organized and existing under Chapter 185 of the Wisconsin Statutes, and have been engaged in producing or furnishing electric power to its or their members at cost and without profit for at least two years prior to such merger or consolidation, an affirmative vote of a majority of members voting thereon shall constitute approval of the plan of merger or consolidation. Likewise, if this Cooperative proposes to merge or consolidate with an electric cooperative which is an entity resulting from merger or consolidation or other electric cooperatives meeting the qualifications set forth above, an affirmative vote of a majority of members voting thereon shall constitute approval of the plan of merger or consolidation. If the proposed merger or consolidation is with one or more organizations not meeting the foregoing qualifications, approval of the plan of merger or consolidation shall require the affirmative vote of not less than two-thirds of all members of the Cooperative.

ARTICLE XI INDEMNIFICATION

To the extent permitted by law, the Cooperative shall indemnify an individual against liability and expenses incurred by such individual in any proceeding in which the individual was joined because of his or her service at any time as an officer, director or President/CEO of this Cooperative. Entitlement to indemnification shall be determined by majority vote of the disinterested directors. If a quorum cannot be obtained, then the determination shall be made by majority vote of a committee duly appointed by the board and consisting of two (2) or more disinterested directors, or by independent legal counsel selected by the board. The board may refer the matter to the members for their determination by majority vote at a meeting of the disinterested members duly called and held. The Cooperative may similarly indemnify any employee or agent to the extent permitted for officers and directors.

ARTICLE XII MISCELLANEOUS

SECTION 1. Waiver of Notice. Any member or director may waive in writing any notice of a meeting required to be given by these by-laws. The attendance of a member or director at any meeting shall constitute a waiver of notice of such meeting by such member or director, except

in case a member or director shall attend a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting has not been lawfully called or convened.

SECTION 2. Rules and Regulations. The Board of Directors shall have power to make and adopt such policies, rules and regulations, not inconsistent with law, the Articles of Incorporation or these By-laws, as it may deem advisable for the management of the business and affairs of the Cooperative.

SECTION 3. Accounting System and Reports. The Board of Directors shall cause to be established and maintained a complete accounting system which, among other things, and subject to applicable laws and rules and regulations of any regulatory body, shall conform to such accounting system as may from time to time be designated by the Administrator of the Rural Utilities Service of the United States of America. The Board of Directors shall also after the close of each fiscal year cause to be made by a certified public accountant 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 following annual meeting.

SECTION 4. Dispute Resolution. If a dispute, claim or controversy arises out of, or in any way relates to, the Articles of Incorporation, the Bylaws or any rule or regulation adopted by the Board of Directors, the Cooperative's provision of electric energy or other services, the Cooperative's furnishing of any goods or its conduct of its operations, or a patron's use of any service or good provided by the Cooperative, and such dispute, claim or controversy is not resolved by agreement of the parties, at the request of any party it shall be resolved by binding arbitration by an impartial arbitrator or panel of arbitrators, pursuant to written policies and procedures to be established from time to time by the Board of Directors; provided, however, that matters within the jurisdictional limits of the small claims courts may be pursued in such courts and shall not be submitted for binding arbitration unless all parties agree to the same. As with the other terms of the contract between the patrons and the Cooperative, each patron, member or non-member alike, and the Cooperative agree to arbitrate all such claims or controversies according to this bylaw and the policies and procedures prescribed by the Board of Directors pursuant to this bylaw, and further agree to abide by and perform any resulting arbitration awards. This agreement to arbitrate disputes shall survive any withdrawal from or termination of a member's membership in the Cooperative.

SECTION 5. 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.

SECTION 6. Seal. The Cooperative shall not have a seal.

ARTICLE XIII AMENDMENTS

The Board of Directors may amend, alter or repeal the By-laws, except those By-laws affecting election of the Board of Directors and the calling of the regular and special meetings of the members of the Cooperative, by an affirmative vote of not less than two-thirds (2/3's) of the members of the Board of Directors at any regular meeting, provided notice of such meeting shall have contained a copy of the proposed changes. Those By-laws affecting the election of the Board of Directors or the calling of regular and special meetings of the members of the Cooperative may be altered, amended, or repealed by a majority vote of those present at an Annual Meeting or special meeting provided the members have had at least fourteen (14) days notice of the proposed change prior to the meeting.

AS AMENDED 10-16-01

AS AMENDED 1-30-03

AS AMENDED 3-31-07 (Director-at-Large, Article IV, section 4)

AS AMENDED 4-29-10 (Article IX, section 5)

AS PROPOSED 7-25-11

AS PROPOSED 10-27-11

AS AMENDED 4-14-12

AS AMENDED December 30, 2014 (Article XI - Indemnification)

AS AMENDED November 19, 2015 (Article V - Resolutions Committee)

AS AMENDED April 8, 2017 (Article IV – Directors, Section 5 – Qualifications)

AS AMENDED July 27, 2017 (Article III – Meetings of Members, Sections 7 and 8)

AS AMENDED December 28, 2017 (Article XII – Dispute Resolution, Section 4)

AS AMENDED December 27, 2018 (Article I – Membership)