

**Bylaws
of the
South Dakota
Rural Electric Association, Inc.**

**Reviewed and Amended by the Membership
January 2013**

**BYLAWS
of the
SOUTH DAKOTA RURAL ELECTRIC ASSOCIATION, INC.**

The name of this association shall be South Dakota Rural Electric Association, Inc.
(hereinafter called the "Association")

**ARTICLE I
Membership**

Section 1. Conditions of Membership. Any rural electric cooperative corporation organized under the laws of the state of South Dakota, or organized under the laws of another state and doing business in the state of South Dakota, may become a member (hereinafter called "member," "corporate member" or "member cooperative") and continue as a member in the Association by

- (a) paying the membership fee and agreeing to pay the annual dues hereinafter specified, and
- (b) agreeing to comply with these bylaws and any amendments thereto and such policies, rules and regulations as may from time to time be adopted by the board of directors;

provided, however, that no such cooperative shall be a member of the Association unless and until it has paid the membership fee in full and has been accepted for membership by the board of directors of the Association.

Section 2. Membership Fees and Dues.

- (a) The membership fee shall be a \$5 one-time fee, which shall not be refunded on termination of membership for any reason.
- (b) The membership dues shall be determined annually according to a formula established by the board of directors, by a two-thirds vote of the directors present and voting.
- (c) Annual membership dues shall be paid in full within 30 days after a cooperative has been accepted into membership. Thereafter, each member shall pay its dues to the Association in at least quarterly installments. One fourth of the member's total annual dues shall be paid to the Association on or before January 1, April 1, July 1 and October 1.

Section 3. Suspension and Reinstatement of Membership. Upon the failure, after the expiration of the initial time limit prescribed in a specific notice to the member to pay any amounts due to the Association or to cease any other non-compliance with the membership conditions, a cooperative's membership shall automatically be suspended; and the member shall not during such suspension be entitled to receive services from the Association or to cast a vote at any meeting of the members. Payment of all amounts due to the Association and cessation of any other non-compliance with the membership obligations within the final time limit provided in such notice shall automatically reinstate the membership.

Section 4. Termination of Membership. A member may withdraw from membership in the Association upon 60 days written notice. Termination of membership for whatever reason shall operate as a release of all rights, title and interest of the member in the property and assets of the Association, but shall not release the member from the debts or liabilities of such member to the Association.

Upon written notice of a member's termination of membership in the Association the entire balance of the member's annual membership dues shall be due and payable as provided herein to the Association.

Section 5. Associate Non-Voting Members. Entities, which are not eligible to be voting members, may become associate non-voting members if the Board of Directors finds that the objectives of such an entity are consistent with the objectives of the Association, and may continue as members in the Association by:

- (a.) Paying the membership fee and agreeing to pay the annual dues hereinafter specified; and
- (b.) Agreeing to comply with these Bylaws and any amendments thereto and such policies, rules and regulations as may from time to time be adopted by the Board of Directors;
- (c.) provided, however, that no such associate member shall be a member of the Association unless and until it has paid the membership fees and annual dues in full, and has been accepted for membership by the Board of Directors of the Association.

Section 6. Associate Membership Fees and Dues.

- (a.) The associate membership fee shall be a \$5.00 one-time fee, which shall not be refunded on termination of membership for any reason;
- (b.) The associate membership dues shall be determined annually by a majority vote of the Board of Directors;
- (c.) Annual membership dues shall be paid in full within 30 days after the associate member has been accepted into associate membership.

Section 7. Associate Membership Termination. Associate membership in the Association may be terminated as follows:

- (a.) Failure to pay dues shall automatically terminate membership effective as of the date the dues are to be paid.
- (b.) Said member may withdraw from the Association at any time for any reason, which said withdrawal shall operate as a release of all rights, title and interest of the member in the Association, but shall not release a member from any debts or liabilities which said member may owe the Association.
- (c.) The Board of Directors may terminate the membership of an associate member at any time at the discretion of the Board.

Section 8. Mergers and Consolidations. A member who intends to merge or consolidate with another SDREA member must notify SDREA of such action and identify the impact of such merger or consolidation.

Section 9. Indemnification. Each member shall indemnify the Association for, and hold the Association harmless from, any expenses, costs, liabilities, or damages, including reasonable attorney fees and legal expenses, incurred by the Association, or by any Association director, officer, employee, agent, representative or contractor because of any property damage, personal injury, or death resulting from the Member's negligence.

ARTICLE II
Meeting of Members

Section 1. Annual Meeting. The annual meeting of the members shall be held in the state of South Dakota. The location and date to be selected by the board of directors at least 90 days prior to the meeting. The purpose of the meeting shall be to elect directors, pass on reports for the previous fiscal year, and transact such other business as may come before the meeting.

Section 2. Special Meetings. Special meetings of the members may be called by the board of directors, or upon a written request signed by 20 percent or more 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 of the members shall be held at a location in South Dakota to be selected by the board of directors and specified in the notice of meeting.

Section 3. Notice of Members' Meetings. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting or an annual meeting at which business requiring special notice is to be transacted, the purpose or purposes for which the meeting is called, shall be delivered not less than 10 days nor more than 50 days before the date of the meeting, by mail, by or at the direction of the secretary, or upon a default in duty of the secretary, by the persons calling the meeting, to each member. When mailed, such notice shall be presumed to be delivered when deposited in the United States mail addressed to the member at its address as it appears on the records of the Association. 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. Delegates. The voting delegate of a corporate member shall be one of its directors so designated in writing by the board of directors of the corporate member.

Section 5. Quorum. The presence of delegates representing at least a majority of the members shall constitute a quorum for the transaction of business at all meetings of the members. If less than a quorum is present at any meeting, a majority of the members represented may adjourn the meeting from time to time without further notice provided that the secretary shall notify any absent members of the time and place of such adjourned meeting.

Section 6. Voting. Each member shall be entitled to only one vote. Only authorized delegates shall be entitled to vote at the meeting of the members.

Section 7. Proxies and Mail Voting. Voting by proxy or by mail shall not be permitted.

Section 8. 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. Ascertaining that a quorum is present.
2. Reading of the notice of meeting and proof of mailing thereof, or the waiver of notice of the meeting.
3. Presentation or reading of minutes of previous meetings of the members or the waiver of the presentation or reading of the minutes of previous meetings of the members and the taking of necessary action thereon.
4. Presentation and consideration of reports of officers, directors, and committees.
5. Nomination and election of directors.
6. Unfinished business.
7. New business.
8. Adjournment.

ARTICLE III
Directors

Section 1. General Powers. The business and affairs of the Association shall be managed by a board of directors which shall exercise all of the power of the Association except such as are by law, the Articles of Incorporation, or these bylaws conferred upon or reserved by the members.

Section 2. Qualifications. No person shall be eligible to become or remain a director who is not a member of the board of directors of a corporate member of the Association. Upon establishment of the fact that a director is serving on the board in violation of any of the foregoing provisions, the board of directors shall remove such director from the board. Nothing contained in this section shall affect in any manner whatsoever the validity of any action taken at any meeting of the board of directors.

Section 3. Nominations. Candidates for directors shall be nominated by the member cooperatives that they will represent. Each member cooperative shall nominate one candidate from its board of directors. The name of said nominee shall be forwarded to the office of the Association 30 days prior to the annual meeting. At said annual meeting, the membership of the Association shall vote to elect or reject the nominee for director. If rejected, the member cooperative will be given an opportunity to make a new nomination.

Section 4. Voting for Directors. Each member cooperative may vote for as many candidates as the number of directors to be elected. Directors shall be elected by a majority vote of the member cooperatives. Any director not elected by a majority vote of the members is thereby rejected.

Section 5. Election and Tenure of Office. Each member cooperative of the Association shall have one director who shall be nominated and elected for a three year term in accordance with Article III. Directors will be elected each year for a period of three years, in rotation, from the three groups in Appendix One. One group of directors from Appendix One will be up for election each year rotating from Group I to Group III in perpetual succession.

Section 6. Removal of Directors by Members. Any member may bring charges against a director and, by filing with the secretary such charges in writing, together with a petition signed by at least 20 percent of the members, may request the removal of such director by reason thereof. Such director shall be informed in writing of the charge at least 14 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 to the charges; and the person or persons bringing the charges against him 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. A quorum for the purpose of removal shall constitute a majority of all members of the Association. A majority vote of all members present constituting such a quorum shall be required to remove such director.

Section 7. Vacancies. In accordance with Article III - Section 3, a vacancy occurring in the board of directors shall be filled by the affirmative vote of a majority of the remaining directors for the unexpired portion of the term.

Section 8. Compensation-Directors and Delegates.

- (1) Compensation -- SDREA shall provide for payment to their directors of per diem, mileage, and all expenses, while representing the member cooperative at all meetings of the SDREA Board.
- (2) Expense -- The board of directors shall fix, by resolution, reasonable allowances for expenses of directors while on the business of the Association, other than board meetings.

- (3) Delegates -- Nothing contained herein shall be construed to authorize payment by the Association of the expense of delegates of corporate members for attending any meeting of members.
- (4) Relatives of Directors -- No close relative of a director shall receive compensation serving the Association, unless payment and amount of compensation shall be specifically authorized by a vote of the members or the service of such close relative shall have been certified by the board of directors as an emergency measure.
- (5) Close Relative Defined. A "Close" relative of a director is a husband, wife, brother or brother-in-law, sister or sister-in-law, son or son-in-law, daughter or daughter-in-law, father or father-in-law, mother or mother-in-law, niece or niece-in-law, nephew or nephew-in-law.

ARTICLE IV
Meeting of Directors

Section 1. Regular Meetings. Meetings of the board of directors shall be held at least quarterly, at such time and place as the board may designate.

Section 2. Special Meetings. A special meeting may be called by the president, or by any 6 directors, who shall also fix the time and place, within the state of South Dakota or elsewhere, of the meeting providing notice shall have been given as provided in Section 3 of this Article, or waived, as provided by law.

Section 3. Notice of Directors' Meetings. Written notice of the time and place of directors' meetings shall be delivered to each director not less than 5 days prior thereto by mail, by facsimile or by email, by or at the direction of the secretary, or upon default in duty of the secretary, by the president.

Section 4. Quorum. A majority of the board of directors shall constitute a quorum.

Section 5. Referendum. Any action of the board of directors may be referred to a vote of the members by a majority vote of the board, or by a referendum petition referring said action, signed by 30% or more of the presidents of the corporate members of the association. A special meeting of members shall then be called pursuant to these bylaws to act upon the petition.

Section 6. Presence of Others. Except as provided in Section 7 of this Article, any director or employee of a corporate member shall be entitled to be present at board meetings and shall have a voice in the proceedings. However, only directors of the Association shall be entitled to vote.

Section 7. Executive Session. The board of directors, by a majority vote of those present, may meet in executive session and the minutes of the meeting shall reflect any action taken.

Section 8. Telephonic and Teleconference Meetings. Regular and special meetings of the board of directors may be conducted telephonically or by teleconference, subject to the notice requirements set forth herein.

ARTICLE V
Officers

Section 1. Number. The officers of the Association shall be a president, vice president, secretary, treasurer and such other officers as may be determined by the board of directors from time to time.

Section 2. Election and Term of Office. The officers shall be nominated and elected by written ballot annually by and from the board of directors. The successful candidate must receive a majority of the votes cast or a runoff election consisting of the two candidates who received the most votes shall be conducted. If there is only one nominee, he or she shall be declared elected to the office. Such election shall be held as soon as possible after the annual meeting, but not later than the next regular meeting of the board of directors. Each officer shall hold office until their successor shall be elected and qualified. 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 the board of directors whenever in its judgment the best interest of the Association will be served.

Section 4. President. The president shall be the principal executive officer of the Association and shall, in addition to the duties usual to such office, perform such duties as the board of directors may from time to time assign by appropriate resolution.

Section 5. Vice President. In the absence of the president, or in the event of their inability or refusal to act, the vice president shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. The vice president shall also perform such other duties as from time to time may be assigned to them by the board of directors.

Section 6. Secretary. The secretary shall be responsible for performance of the duties usual to such office; be responsible for forwarding a copy of the bylaws, and of all amendments thereto, to each member and to each director and delegate, at the expense of the Association; and shall also perform such other duties as may from time to time be assigned to them by the board of directors.

Section 7. Treasurer. The treasurer shall be responsible for all funds and securities of the Association; be responsible for the receipt of and issuance of receipts for all monies due and payable to the Association and for the deposit of all such monies in the name of the Association in such bank or banks as shall be selected in accordance with the provisions of these bylaws; and in general perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to them by the board of directors.

Section 8. Executive Vice President/General Manager. The board of directors may employ an executive vice president/general manager who shall perform such duties and shall exercise such authority as the board of directors may from time to time vest in them.

Section 9. Compensation. The powers, duties and compensation of officers, agents and employees shall be fixed by the board of directors, subject to the provisions of these bylaws with respect to compensation for directors.

Section 10. Reports. The officers of the Association shall submit at each annual meeting of the members reports covering the business of the Association for the previous year.

ARTICLE VI
Indemnification

Section 1. Indemnification of Officers, Directors, Employees and Agents.

- (a) The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that said person was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by them in connection with such action, suit or proceeding if such person acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner that he/she reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was unlawful.
- (b) The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that such a person was a director, officer, employee or agent of the Association or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, cooperative, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his/her duty to the Association unless and only to the extent that the court in which such action or suit be brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.
- (c) To the extent that a director, officer, employee or agent of a cooperative has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (a) and (b), or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.
- (d) Any indemnification under the foregoing provision of this section (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because such person has met the applicable standard of conduct as set forth in subsections (a) and (b). Such determinations shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who

were not parties to such action, suit or proceeding, or (ii) if such quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the members of the Association.

- (e) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the board of directors in the specific case upon receipt of an undertaking by or on behalf of the Director, officer, employee or agent to repay such amount unless it shall ultimately be determined that such person is entitled to be indemnified by the Association as authorized in this section.
- (f) The indemnification provided by this section shall not be deemed exclusive of any other rights to which those seeking indemnity may be entitled under any bylaws, agreement, vote of members or disinterested directors or otherwise, both as to action in his/her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, and personal representatives of such person.

Section 2. Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, cooperative, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity or arising out of their status as such whether or not the Association would have the power to indemnify such person against such liability under the provisions of this section.

ARTICLE VII **Committees**

Section 1. Establishment of Committees. The board of directors may establish committees to make studies and recommendations on particular matters of common concern to the members of the Association.

Section 2. Composition. The chairperson and the members of each committee shall be appointed by the president, with the approval of the board of directors. At the discretion of the board of directors, membership in a committee may include directors and/or employees of corporate members.

Section 3. Meetings. Each committee shall meet upon the call of its chairperson. A record of the proceedings of such meeting shall be maintained.

Section 4. Reports. Each committee shall submit to the board of directors reports covering matters considered by such committee and recommendations thereon.

Section 5. Expense. Expenses for committee members shall be paid for by each committee member's local electric cooperative.

ARTICLE VIII **Income and Expenditures**

Section 1. Income. The income of the Association shall be derived principally from membership fees and dues. Special assessments may be levied on all the members for specified purposes by a

two-thirds vote of those directors present and voting. Written notice of any special assessment shall be furnished to each member.

Section 2. Budget. The board of directors shall approve an annual budget. Such budget shall not provide for any expenditures in excess of funds available or pledged. However, the board of directors may adjust the annual budget as deemed necessary, if funds are available from membership dues or other sources. The board of directors shall not incur any financial obligation nor enter into any financial commitments unless funds are available or have been pledged for the purpose of defraying the expenses in connection therewith at the time such obligation or commitment is entered into.

Section 3. Expenditures. Expenditures shall be made in conformance with the annual budget as originally adopted, or subsequently adjusted.

Section 4. Depositories. All funds of the Association shall be deposited to the credit of the Association in depositories, insured by the federal government, or an agency or instrumentality thereof, or invested in securities of the U.S. government, or other depositories, designated by the board of directors.

ARTICLE IX **Financial Transaction**

Section 1. Contracts. Except as otherwise provided in these bylaws, 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 Association, 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 evidence or indebtedness, issued in the name of the Association, shall be signed by such officer or officers, agent or agents, employee or employees of the Association, and in such manner as shall from time to time be determined by resolution of the board of directors.

Section 3. Fiscal Year. The fiscal year of the Association 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 4. Audit and Report. The board of directors shall, after the close of each fiscal year, cause an audit to be made on the accounts, books and financial condition of the Association by a certified public accountant. A report of such audit shall be submitted to the members at the next annual membership meeting. A copy of the audit shall be made available to any member upon request.

ARTICLE X **Miscellaneous**

Section 1. Membership in Other Organizations. The Association may become a member of or purchase stock in any other organization, after an affirmative vote of the board of directors at a duly held meeting.

Section 2. Waiver of Notice. Any member or director may waive in writing any notice of a meeting required to be given by these bylaws. 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 3. Policies, Rules and Regulations. The board of directors shall have power to make and adopt such policies, rules and regulations, not inconsistent with law or these bylaws.

Section 4. Governing Law. These Bylaws must be governed by, and interpreted under, the laws of the State of South Dakota.

Section 5. Rules of Parliamentary Procedure. Parliamentary procedure at all meetings of the members, of the Board of Directors, of any committee provided for in these bylaws and of any other committee of the members or Board of Directors which may from time to time be duly established shall be governed as far as practical by the then current Roberts Rules of Order, except to the extent such procedure is otherwise determined by law or by the Cooperative's articles of incorporation or bylaws.

ARTICLE XI **Amendments**

Section 1. Standard Amending Procedure. These bylaws may be altered, amended or repealed by the members at any annual or special meeting by the affirmative vote of a majority of those members voting thereon, providing the notice of such meeting shall contain a copy of the proposed alteration, amendment or repeal. Any amendment which is germane to the proposed alteration or amendment specified in the notice and submitted at such meeting may be acted upon at said meeting with the same force and effect as though it had been contained in the notice of the meeting. The board may amend Appendix One, as required, without a vote by the membership.

Section 2. Initiated Amendments. Proposed alterations, amendments or repeals to the bylaws may be initiated by the members by filing with the Association at least 30 days prior to the date of a special or regular membership meeting, a petition signed by at least 10 percent of the members of the Association, setting forth the proposed alterations, amendments or repeals and requesting the same be submitted to the membership for approval or rejection. Upon receipt of such a petition, the Association shall give notice of said proposed alterations, amendments or repeals as provided herein and submit same to the membership for rejection or approval at the next regular or special meeting thereof.

APPENDIX ONE

GROUP I

Bon Homme-Yankton Electric Association, Inc. - Tabor, SD
Dakota Energy Cooperative, Inc. - Huron, SD
FEM Electric Association, Inc. - Ipswich, SD
Moreau-Grand Electric Cooperative, Inc. - Timber Lake, SD
Rosebud Electric Cooperative, Inc. - Gregory, SD
Rushmore Electric Power Cooperative, Inc. - Rapid City, SD
Southeastern Electric Cooperative, Inc. - Marion, SD
Traverse Electric Cooperative, Inc. - Wheaton, MN
Union County Electric Cooperative, Inc. - Elk Point, SD
West River Electric Association, Inc. - Wall, SD
Whetstone Valley Electric Cooperative, Inc. - Milbank, SD

GROUP II

Codington-Clark Electric Cooperative, Inc. - Watertown, SD
Douglas Electric Cooperative, Inc. - Armour, SD
East River Electric Power Cooperative, Inc. - Madison, SD
Grand Electric Cooperative, Inc. - Bison, SD
Lacreek Electric Association, Inc. - Martin, SD
Lake Region Electric Association, Inc. - Webster, SD
McCook Electric Cooperative, Inc. - Salem, SD
Northern Electric Cooperative, Inc. - Bath, SD
Oahe Electric Cooperative, Inc. - Blunt, SD
Sioux Valley Energy Electric Cooperative, Inc. - Colman, SD
West Central Electric Cooperative, Inc. - Murdo, SD

GROUP III

Basin Electric Power Cooperative, Inc. - Bismarck, ND
Black Hills Electric Cooperative, Inc. - Custer, SD
Butte Electric Cooperative, Inc. - Newell, SD
Cam Wal Electric Cooperative, Inc. - Selby, SD
Central Electric Association, Inc. - Mitchell, SD
Charles Mix Electric Association, Inc. - Lake Andes, SD
Cherry-Todd Electric Association, Inc. - Mission, SD
Clay-Union Electric Corporation - Vermillion, SD
H-D Electric Cooperative, Inc. - Clear Lake, SD
Kingsbury Electric Cooperative, Inc. - DeSmet, SD