



MEMBER

WIPCO  **WESTERN IOWA
POWER COOPERATIVE**
Your Touchstone Energy® Cooperative 



HANDBOOK

Contents

Welcome.....	1
Board of Directors.....	3
The Seven Cooperative Principles.....	4
Power Outages.....	6
Payment Options.....	8
Your Electric Bill Explained.....	9
Member Perks.....	10
Member Services and Rebates.....	12
Member Assistance Programs.....	16
Statements and Procedures.....	17
Articles of Incorporation.....	28

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Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form.

To request a copy of the complaint form, call (866) 632-9992.

Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights; 1400 Independence Avenue, SW; Washington, D.C. 20250-9410

(2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

July

Welcome

Western Iowa Power Cooperative (WIPCO) welcomes you as a new member-owner. We are pleased to be your electric service provider.

WIPCO is a non-profit electric utility, owned by the members it serves. We currently provide electric service to 3,500 members covering 2,000 square miles in parts of 9 counties in west central Iowa.

As a member-owner you have a voice in the operation of your Cooperative through board members whom you elect. These neighbors you choose look out for your best interests.

This handbook contains information that we trust will answer some of the questions you might have about your service.

Please take a few minutes to read this handbook. If you have specific questions, we invite you to write, call or come into our office and visit with us. We will be happy to answer your questions, and welcome the opportunity to better acquaint you



Stephanie Wiese
*Interim Executive Vice President &
General Manager*

Customer Service

You can talk to our customer service representatives between 7:30 a.m. and 4 p.m. Monday through Friday.

Emergency Service

We maintain 24-hour dispatching and emergency service. To report outages or other emergencies outside of normal operating hours, call a WIPCO office location and give our after-hours answering service your name and location number.

Website

Visit us on the web at www.wipco.com or send an email to wipco@wipco.com. Our website is a great resource for the latest cooperative news, including customer service, energy efficiency, and safety resources.

Please contact us at any time if you have questions, suggestions, or concerns.

Denison Office

809 Highway 39 North
PO Box 428
Denison, Iowa 51442

Phone: 712-263-2943
Fax: 712-263-8655

Onawa Office

418 East Iowa Avenue
PO Box 115
Onawa, IA 51040

Fax: 712-433-2725

Toll Free: 800-253-5189

Responsibilities

We are here to serve you!

The Cooperative's main purpose is to provide you with safe and reliable electric power at a cost consistent with good business practices; however, we are also here to help make sure you use electricity efficiently and safely.

Services offered by your Cooperative include:

- On-site Solar or Community Solar options
- Material stocked for member-owner purchase
- Install and service electric water heaters, air conditioners, and electric heat (all types)
- Install complete ductwork
- Install electric panels and wire houses, buildings, grain bins, tank heaters, motors, etc.
- Trench for underground wiring
- Install and service interior and exterior lighting for residential and agricultural including LED
- Update existing electric services
- Energy Audits

We also make significant contributions to the communities that we serve. Here are just a few examples:

- Offer Safety, Career, and Energy Efficiency Education Programs
- Scholarships available for dependent children of our member-owners
- Provide economic development loan funds and participate in development efforts
- Sponsor yearly Energy Trail Tours



What are my responsibilities as a Member-Owner?

To help control costs, the Cooperative asks each Member-Owner to assume certain responsibilities. Carrying out these responsibilities is an excellent example of a group of people working together and is helpful to the Cooperative in providing safe, reliable, and affordable electric services. These responsibilities include:

- Electric bill is due and payable upon receipt.
- Promptly report power interruptions and damages to poles, lines or other materials.
- Be alert for trees in the lines or wires sagging too low.
- Promptly report any unusually dangerous condition or any acts of vandalism to Cooperative property.
- Give plenty of notice of any needed changes or improvements in your wiring system or any considerable increases in your electrical load.

The Cooperative Difference

WIPCO's *mission* is to enhance our members' quality of life by providing safe and reliable electric services. Our commitment is to:

- Be responsive to our members' needs
- Provide a safe and viable place of employment
- Make a difference in our communities
- Act in an environmentally responsible manner



What makes electric cooperative different from other types of utilities and businesses?

For starters. Electric co-ops are owned by those they serve. That's why those who receive electric service from us are called members, not customers. Without Members, there would be no Western Iowa Power Cooperative.

WIPCO's service territory consists of 2,100 miles of line serving more than 3,500 members in nine counties.

As a bonus, co-op members receive special benefits through programs like Switch Makes Cents and Energy Efficiency Rebates.

We also return margins ("profits") to our members in the form of capital credits or patronage dividends. The Cooperative's Board of Directors determines when the refund of capital credits is issued to member-owners based on the financial health of your Cooperative.

One principle that sets us apart from other businesses is our concern for community. From providing scholarships to area students to supporting new jobs and industry through our economic development efforts, west and as a driving force in our communities.

Overall, co-ops are more accessible than other types of businesses. We give our members a voice, and we are local—living and working alongside those we serve.

That's the cooperative difference.

Board of Directors

Members maintain democratic control of our co-op, which means they elect fellow members to represent them on the board of directors every year at our annual meeting.

Your directors are elected to three-year terms.

Elections are staggered so that some positions are up for election each year.

District 1	Kenneth Smith, Whiting
District 2	Louis Reed, Castana
District 3	Craig Riesberg, Soldier
District 4	Peter Alexander, Onawa
District 5	Bart Heisterkamp, Blencoe
District 6	Ross Wood, Denison
District 7	Brian Lundell, Kiron
District 8	Gary Volkert, Denison
District 9	Janet Iversen, Vail
District 10	Mike Blum, Manning

Officers:

President	Janet Iversen
Vice President	Ross Wood
Secretary	Peter Alexander
Treasurer	Craig Riesberg
Assistant Secretary/Treasurer	Mike Blum

7 Cooperative Principles

1

Voluntary and Open Membership:

Cooperatives are voluntary organizations, open to all persons able to use their services and willing to accept the responsibilities of membership.

2

Democratic Member Control:

Cooperatives are democratic organizations controlled by their members, who actively participate in setting policies and making decisions.

3

Members' Economic Participation:

Members contribute equitably to, and democratically control, the capital of their cooperative.

4

Autonomy and Independence:

Cooperatives are autonomous, self-help organizations controlled by their members.

5

Education, Training, and Information:

Cooperatives provide educational training for their members, elected representatives, managers and employees so they can contribute effectively to the development of their cooperative.

6

Cooperation Among Cooperatives:

Cooperatives serve their members most effectively and strengthen the cooperative movement by working together.

7

Concern for Community:

While focusing on member needs, cooperatives work for the sustainable development of their communities.

WIPCO at a Glance

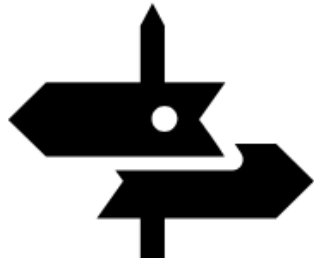
Founded In

1946



30

Employees



2,000

Square Miles Served

Power Supplier

Northwest Iowa Power
Cooperative (NIPCO)



2,100
miles
**Electric
Line**



9 counties

Power Outages

Power outages seldom occur; however, weather, animal contact, tree branch contact or equipment failure can cause interruptions to your electric service. If you experience a power outage, here's what to do . . .

Check your fuses or circuit breakers

If you have partial power, the issue is probably within your own system.

Check with your neighbors to see if they are also out of power

Report the outage

To report an outage, call 800-253-5189 or 712-263-2943. Our phone service is available 24 hours, 7 days a week. Please give your name, your location number (found on your bill), and report anything that may be helpful to our crews (such as lights blinking before they went out, line/poles down, sparks, trees in line, etc).

Unplug major appliances and electrical equipment

This will help prevent damage when power is restored. Keep refrigerator and freezer doors closed.

Leave a light switch on so you will know when the service has been restored

Be patient

Once you have called in an outage, please be patient. Our crews work to restore power as quickly as possible. However, if at any time you have questions about power restoration or to report trouble. Please call our office.

It is important to report your outage. Your information helps us determine the source of an outage and speeds the restoration process.



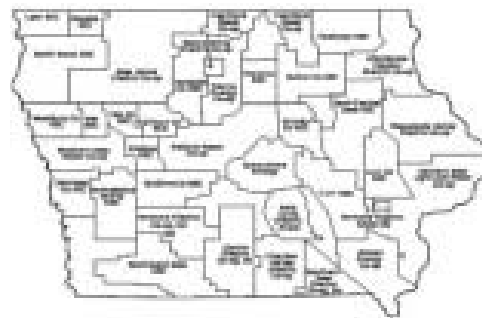
The Cooperative Difference

Web-Based power outage information available

Information about widespread power outages affecting Western Iowa Power Cooperative members is available on our website, www.wipco.com.

This resource provides a statewide view of power outages at electric cooperatives that deliver electricity in each of the states ninety-nine counties to approximately 650,000 Iowans.

When you log onto the power outage tool, you will see a map of Iowa, and you can view the information in several different views. You will also be able to obtain safety information. The website will automatically refresh every 10 minutes, so it will reflect the most recently entered information from the electric coops. When only a few WIPCO members are without power, the website may not necessarily reflect that information.



Call Iowa One Call before you dig



Anytime you plan to dig, whether as part of a home-owner project or a construction job, please call Iowa One Call at least 48 hours prior to digging -- it's free and it's the law.

One Call will contact WIPCO locators, who will mark WIPCO's underground lines to the meter.

Member-owned private underground lines past the meter will not be marked. The services of a private contractor should be sought for locating member-owned electric lines.

Advanced Metering Infrastructure

Western Iowa Power Cooperative uses automated meter reading technology which allows us to read your meter remotely from our billing system. This eliminates the need to enter properties each month.

Please keep in mind, however, that there are times when we will need to manually read some meters and need access to all meters in case of an emergency situation, required service work, or to reconnect and disconnect meters when requested.



Ways to Pay

Bill Payment

A bill for electric service will be mailed to each member on, or about, the 7th day of each month. Payment is due upon receiving the bill and is considered delinquent after the 27th of the month. A copy of the applicable billing rate will be mailed upon request.

Payment Options

- 1. Pre-authorize** WIPCO to automatically debit your checking or savings account each month. Contact the office or visit our website and print an authorization agreement form. Mail the completed form to PO Box 428, Denison IA 51442 or fax to 712-263-8655.
- 2. Electronic Billing** - WIPCO Offers the convenience of receiving your monthly electric bill online via e-mail. E-bill is easy, eco-friendly, and secure. To sign-up, visit our Web site at www.wipco.com and click on "Access My Account" and follow the directions to log in. Click on "Your Customer Service Programs", then click "Enroll" button located next to the Email Notification link. Click in the box next to "Bill Notification" and type the e-mail address where you want to receive the bill. Or simply call our office at 800-253-5189 or 263-2943 to get set up.
- 3. Make a one-time payment** on your account via our website using a Visa, MasterCard, or Discover card. Simply click on "Access My Account," and follow the instructions.
- 4. Mail** - A return envelope is enclosed with your billing statement each month. Mail in your payment for the cost of a stamp.
- 5. In Person** - Pay with check, cash, money order, credit or debit card at either of the Cooperative's offices.
- 6. After hours**, on weekends and holidays, payments can be placed in one of the drop boxes located at each office.
- 7. App and Website** - Make a payment on your account via the website or the WIPCO app.



Interested in Budget Billing?

Budget billing is a payment option that WIPCO offers our members in order to avoid large fluctuation in their monthly bills. Take advantage or learn more about our budget billing plan by calling 800-253-5189!

Your Electric Bill

1. Account Number

2. The **due date** shown on your monthly bill indicates the day you payment must be received by WIPCO

3. Total Charge due for the current month

4. **Detach and mail** the top portion of your bill and return it to WIPCO by the due date shown to avoid any late fees


5. **Energy Cost Adjustment** - a line item charge that may fluctuate up or down depending on the increase or decrease received in your Cooperative's wholesale power costs

6. **Location Number** - the first two numbers represent which township your service is located in, the second two numbers tell us which section your service is in, and the last set of numbers are assigned by the Cooperative to help us further identify your location on our maps

7. **Messages** - find Cooperative updates and timely messages in this section

8. **Meter Readings and Read Dates** - previous meter reading, current meter reading, and the dates they were read to determine your total kilowatt hours used

9. **Base Charge** - fixed monthly charge to have your electric service facilities ready and waiting for you



WESTERN IOWA POWER COOPERATIVE
809 HWY 39 N • PO BOX 428 • DENISON, IA 51442

800-253-5189 • 712-263-2943
FAX 712-263-8655

JOHN P DOE
11111 STATE HWY E16
PO BOX 000
DENISON IA 51442

PAGE 1

NOTES
**CR CARD-DO NOT PAY*

AMOUNT DUE: 232.16

PREVIOUS BALANCE: 260.64
PAYMENT(S) - THANK YOU: 260.64CR
ELECTRIC CHARGES: 232.16
AMOUNT DUE: 232.16

Visit our website at www.wipco.com

ATTENTION - CREDIT CARD & AUTOMATIC BANK PAYMENT CUSTOMERS: PAYMENTS WILL BE WITHDRAWN ON 06/24/2019.

METER / SERVICE DESCRIPTION	PREVIOUS READING	CURRENT READING	MULTI-TIER	DAYS / USAGE	CHARGE
METER # 9999999	05/01/19	06/01/19		31 DAYS	
BASE CHARGE					4.00
INTERRUPTIBLE	03022	03034	40.00	480	33.70
ENERGY COST ADJUSTMENT					.97CR
METER # 1111111	05/01/19	06/01/19		31 DAYS	
BASE CHARGE					35.00
ENERGY CHARGE	10256	10339	20.00	1180	162.13
ENERGY COST ADJUSTMENT					2.39CR
ELECTRIC COOPERATIVE SOLAR LIGHTS MAINTENANCE FEE			ROUND #1	47	6.43CR
TAX					2.37
TOTAL FOR LOCATION: 99-99-9999					232.16

	CURRENT	1 YEAR AGO
AVERAGE TEMPERATURE	58F	67F
METER # 1435592 PER DAY	15 KWH	18 KWH
METER # 1569692 PER DAY	38 KWH	32 KWH

WIPCO OFFERS OUR MEMBERS THE OPTION TO RECEIVE THEIR MONTHLY BILL ONLINE VIA EMAIL. SIGN UP TODAY AT WWW.WIPCO.COM OR CALL US AT 1-800-253-5189.

Western Iowa Power Cooperative • PO Box 428 • Denison, IA 51442 • 712-263-2943 • 800-253-5189
Your Touchstone Energy® Cooperative

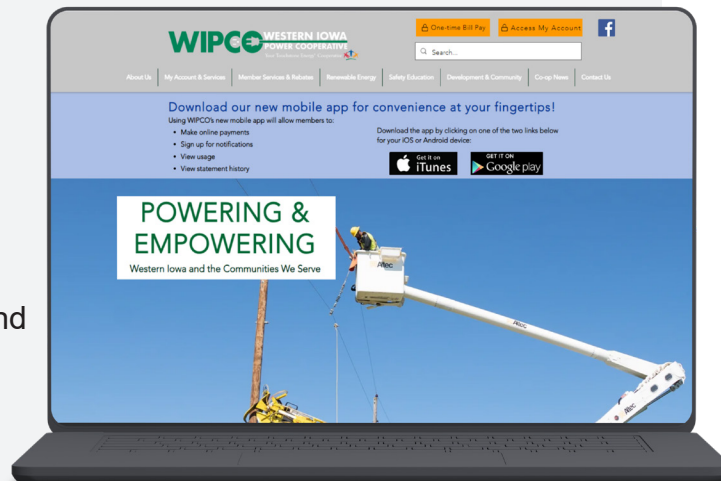
Questions about your bill?
Call our office at 800-555-1234
or email wipco@wipco.com!

Member Perks

Western Iowa Power Cooperative Website

WIPCO's website is a great resource for our members. Visit it often for up-to-date information on:

- Customer Service Programs
- Energy Efficiency Updates
- Rebates and Switch Makes Cents information
- Our monthly Cooperative Newsletter
- Yearly Annual Report
- Employment Opportunities
- Energy Programs
- Safety and Education Resources
- Scholarships and Energy Trail Tours
- Outage Maps
- Gain access to your account history, current bills, and make online payments



The WIPCO App

Our app is available for download on the Apple App store and Google Play Store.

Download our app to have these key features at your finger-tips:

- Pay your monthly bill
- View account history
- Usage History
- Outage Maps

Member Perks

Member Events

District and Annual Meeting

Your Cooperative holds a District Meeting and an Annual Meeting each year (typically in August) to hear the report of officers, directors, and all other business which may legally come before the meeting. The meetings are held in alternating locations for the convenience of our members.

In addition to important cooperative business, members can enjoy a meal provided by the Cooperative, activities for kids, and informational booths showcasing a variety of services and programs. It's a great opportunity to learn more about energy efficiency, safety programs, and community involvement, while also connecting with fellow members in a family-friendly environment.



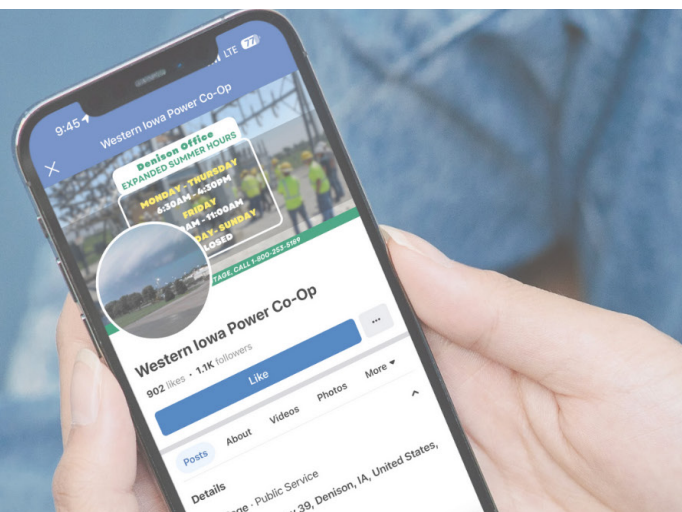
Newsletter and Annual Report

WIPCO prints a monthly newsletter, titled "The Informer". The newsletter is one way of keeping you informed about what is happening at your cooperative. Once a year, we publish an annual report containing financial statements and highlights of Western Iowa Power Cooperative's yearly accomplishments.

**Want to Stay up-to
Date on WIPCO
News?**



**Like us on
Facebook!**



Member Services and Rebates

Western Iowa Power Cooperative's skilled, licensed, electricians are qualified to handle many different electrical wiring jobs - new homes, remodeling, grain bins, hog confinements, and outbuildings - our crews can do it all. We also service and install water heating as well as heating and cooling equipment, and building ductwork.

Electricity is clean, safe and is an efficient source to keep your home or business comfortable year-round. If you are thinking of building a new home or business or simply upgrading your current heating and cooling system, you should consider the benefits of a heat pump. A heat pump doesn't create heat- it simply moves it from one place to another. Air to air heat pumps operate by moving heat from the outdoor air to warm the indoor air and reverses the process in the summer to provide air conditioning. A geothermal or ground-source heat pump uses pipes buried in the ground. Water cycles through the pipes and uses the earth's ground temperature to heat in the winter and cool in the summer.

If you are building new, remodeling or just upgrading your current system, make sure you're making the right choice for your needs. We not only sell the product, but we install and service these systems.

Solar Options offered by WIPCO

Cooperative Solar

The Cooperative builds and maintains the array (not on your site). Members subscribe into the program at an amount comfortable for them. In return, subscribing Members receive a monthly production credit equivalent to their percent of system production that month and will continue to receive monthly credits for a 20-year term (subject to the contract term).

Member - Owned Solar

Solar is installed on the member's property. WIPCO can install an array at your location. Member is responsible for building and maintenance costs, as well as any additional costs of owning an array.

Member Services and Rebates

We sell and install generators! If you have commercial or farm property that would be in danger if a power outage occurs, you might want to consider purchasing a stand-by generator. Give us a call, and we will be glad to help you determine what type of stand-by power system best suits your needs. Contact us at 800-253-5189 or 712-263-2943 for an analysis of your account to see what your Cooperative can do for you!

Own a Generator?

We have a load management program that will allow us to switch on your generator at peak demand.

IN RETURN you will receive all your kilowatts at the low rate of **\$0.079 per kw.**

Contact our Member Services Department for more information and a free quote.

It may just be worth purchasing a generator for this program!



Check out the new electric vehicle charger rebate: Level 2 Chargers - 50% of installed cost - residential (maximum rebate not to exceed \$750 per charger; maximum 2 chargers per household) - C&I and agricultural (maximum rebate not to exceed \$1,200 per charger; maximum 5 chargers per account)

1. Level 2 charger (2.9-14kW, 208-240V) to qualify for this rebate.
2. Must provide charger make, model, serial number, and specifications.
3. Must have built-in, accessible meter or utility meter installed. Load control switch is optional.
4. Must be hardwired and installed to meet all codes.
5. Cannot back-feed into the system.



Member Services and Rebates

Ground Coupled Heat Pump

\$1,400/ton - new; \$750/ton-replacement. Any type, with or without super-heater. Maximum rebate allows up to 30% of cost/unit installed up to \$10,000/home or up to \$75,000/business/farm.

Air-to-Air Heat Pump

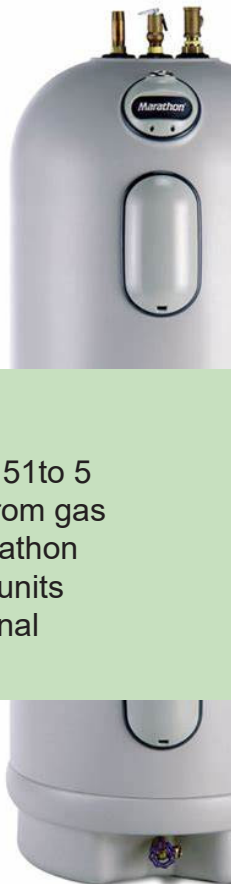
\$500/ton, if backup heat is propane, natural gas or no back up. \$700/ton, if backup heat is electric. Maximum rebate amount allows up to 30% of cost/unit installed up to \$10,000/home or up to \$75,000/business/farm. Same rebates apply to new and replacement units.

Ductless Mini-Split Heat Pump

Any type; must be ENERGY-STAR® certified. Residential with electric backup heat: new -\$1,000/unit*; replacement - \$500/unit*. With propane, natural gas, or no backup heat: new - \$600/unit*; replacement - \$300/unit*. *Must provide heating and cooling of the conditioned space; limit 2 units per single family dwelling or outbuilding or limit 1 unit per family per multi-family dwelling; maximum rebate not to exceed 50% of the equipment cost submitted. Commercial/Industrial/Agricultural with electric backup heat -rebate provides up to 30% of equipment costs up to: new -\$800/ton; replacement - \$400/ton. Must provide heating and cooling of the conditioned space. With propane, natural gas, or no backup heat: new - \$400/ton; replacement - \$200/ton. Limit 1 unit per lease-able room.

Controlled Water Heaters

Energy Factor (EF) of 90% or greater on 50 gallon units or larger. 50 gallon = \$300/unit; 51 to 55 gallon = \$350/unit; 76 to 85 gallon = \$400/unit; 86 to 105 gallon = \$500/unit. Converting from gas to electric owner construction - free 50 gallon Marathon water heater or an 85 gallon Marathon water heater for \$500. Must be for hot water use only (not space heating). Storage-only units with cooperating electric elements do not qualify for this rebate. Can be either conventional



Member Services and Rebates

Building Insulation

Building must have electric heat as primary heating source - Residential - 30% of cost* - blown-in, spray foam, AeroShield, insulating concrete forms, rigid Styrofoam panels and/or structural insulated panels. *Maximum rebate not to exceed \$800 per building per year; C&I and Agricultural - must be professionally installed by a registered contractor - 10% of cost* - blown-in, spray foam, AeroShield, insulating concrete forms, rigid Styrofoam panels and/or structural insulated panels. *Maximum rebate not to exceed \$2,000/building/year.

New Energy Star® Certified Central Air Conditioning

\$100/unit. Must be connected to a load control switch.

Appliance Recycling

Clean, empty and in working order refrigerator or freezer - \$50/unit. Appliance ≥ 10 cubic feet. MUST provide receipt from a certified appliance recycling or demanufacturing facility. Maximum \$150/member/year (3 rebates).

Motors

New variable speed energy efficiency motors and qualifying soft start devices installed on an existing motor in a commercial, industrial, or agricultural building: \$30 per horsepower up to a maximum rebate of \$5,000 per motor (seasonal applications are not eligible for this rebate.) Rebate based on the horsepower of the new motor being installed.

Member Assistance

RECare - Members Helping Members

Your Rural Electric Cooperative has always extended a helping hand to those needing it. In response to actions by the Iowa General Assembly, your REC has established RECare, a program of Member helping Members. RECare will provide funds to be distributed by local community action agencies to help pay winter heating bills and to assist in weatherization of homes of low-income consumers.

You may make a one-time contribution or you may make a monthly pledge that will be automatically added onto your monthly electric bill. You may also make your contribution part of a matching fund, if there is one established. Your contribution is tax deductible. Even a dollar a month pledge will help others! To participate, please call 800-253-5189 or 712-263-2943.



Need help with your heating bill?

The Low-Income Home Energy Assistance Program (LIHEAP) is designed to assist low-income families meet the cost of home heating.

Applications are accepted on a first come/first served basis at your local community action agency from November 1 through April 30 (October 1 for households with elderly/disabled members), Monday through Friday, or as posted at the local office.

ELIGIBILITY: A household may qualify for assistance in this program if the household's income falls within the income range established each year. This program is not designed to pay a household's total energy costs, but to provide assistance in the payment of residential heating costs for eligible households.

For income guidelines and details on how, contact your local Community Action Agency:

- Carroll 712-792-9266
- Harlan 712-755-5135
- Denison 712-263-3538
- Onawa 712-423-2603
- Sioux City 712-274-1610

You can also contact the Division of Community Action Agencies in Des Moines at 515-281-0859.

Statements and Procedures

Notice of Complaint Procedure

If a member-consumer of Western Iowa Power Cooperative has a complaint, a cooperative representative qualified to assist in resolving complaints can be reached at the offices of Western Iowa Power Cooperative, 809 Highway 39 North, Denison, Iowa 51442 or by phone at (723)263-2943 or 1-800-253-5189. The office in Onawa can be reached at 418 East Iowa Avenue, Onawa, Iowa 51040 or by phone at (712) 433-1622 or 1-800-279-4107.

If your complaint is related to Western Iowa Power Cooperative's service rather than its rates, and Western Iowa Power Cooperative does not resolve your complaint, you may request assistance from the Iowa Utilities Board by calling (515) 725-7321 or toll-free 1-877-565-4450, or by writing to 1375 East Court Avenue, Room 69, Des Moines, Iowa 50319-0069, or by e-mailing customer@iub.iowa.gov.

Non-Discrimination Statement

Western Iowa Power Cooperative is the recipient of Federal financial assistance from the U.S. Department of Agriculture (USDA). The USDA prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotope, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

To file a complaint of discrimination, write to USDA, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call toll free (866) 632-9992 (voice) or (800) 877-8339 (TDD) or (866) 377-8642 (relay voice users). USDA is an equal opportunity provider and employer.

Articles of Incorporation

Articles of Incorporation of Western Iowa Power Cooperative after Amendments as of July 22, 2014

Article I

NAME, PRINCIPAL OFFICE, AND REGISTERED AGENT

The name of the Cooperative is Western Iowa Power Cooperative.

The principal office of the Cooperative is located in Denison, Crawford County, Iowa, and the initial Registered Agent will be John T. Ward, 6601 Westown Parkway, Suite 200, Des Moines, Iowa 50266-7733.

Western Iowa Power Cooperative is organized under provisions of Chapter 499 of the Code of Iowa (1995).

Article II

PURPOSES AND POWERS

The purposes for which the Cooperative is formed are:

A. To generate, manufacture, purchase, acquire, and accumulate electric energy and to transmit, distribute, furnish, sell, and dispose of such electric energy, and to construct, erect, purchase, lease as lessee, and in any manner acquire, own, hold, maintain, operate, sell, dispose of, lease as lessor, exchange, and mortgage plants, buildings, works, machinery, supplies, apparatus, equipment, and electric transmission and distribution lines or systems necessary, convenient, or useful for carrying out and accomplishing any or all of the foregoing purposes;

B. To acquire, own, hold, use, exercise, and to the extent permitted by law, to sell, mortgage, pledge, hypothecate, and in any manner, dispose of franchises, rights, privileges, licenses, rights of way, and easements necessary, useful or appropriate to accomplish any or all the purposes of the Cooperative;

C. To purchase, receive, lease as lessee, or in any other manner acquire, own, hold, maintain, use, convey, sell, lease as lessor, exchange, mortgage, pledge, or otherwise dispose of any and all real and personal property, or any interest therein, deemed necessary, useful or appropriate to enable the Cooperative to accomplish any or all of its purposes.

D. To assist its members to wire their premises and install therein electrical and plumbing appliances, fixtures, machinery, supplies, apparatus and equipment of any and all kinds, and character (including without limiting the generality of the foregoing, such as are applicable to water supply and sewage disposal), and in connection therewith and for such purposes, to purchase, acquire, lease, sell, distribute, install and repair electrical and plumbing appliances, fixtures, machinery, supplies, apparatus and equipment of any and all kinds, and character (including without limiting the generality of the foregoing, such as are applicable to water supply and sewage disposal), and to receive, acquire, endorse, pledge, guarantee, hypothecate, transfer, or otherwise dispose of notes and other evidences of indebtedness and all security therefor;

E. To borrow money, to make and issue bonds, notes, and other evidences of indebtedness, secured or unsecured, for moneys borrowed or in payment for property acquired, or for any other objects or purposes of the Cooperative; to secure the payment of such bonds, notes, or other evidences of indebtedness by mortgage or mortgages, or deed or deeds of trust upon, or by the pledge of or other lien upon, any or all of the property, rights, privileges, or permits of the Cooperative, wheresoever situated, acquired, or to be acquired.

F. To become a member of any federated cooperative association whose membership is restricted to incorporated cooperative associations; and,

G. To construct, erect, purchase, lease as lessee, and in any manner acquire, own, hold, maintain, operate, sell, dispose of, lease as lessor, exchange and mortgage plants, buildings, works, machinery, supplies, apparatus, equipment and communication, telecommunications, engineering, computer, master billings, centralized printing, land and industrial development, group purchasing, inventory control, telephone, water supply, waste management, television and/or transmission, and distribution lines or systems, as may be necessary, convenient or useful to carry out and accomplish any or all of the foregoing purposes. The Cooperative may do and perform any and all acts and things, and have and exercise any and all powers, as may be necessary, convenient or useful to carry out and accomplish any or all of the foregoing purposes as set forth in this article and in this section, or as may be permitted by the provisions of the law under which the Cooperative is formed; and to exercise any of its power anywhere.

Article III

DURATION

The corporate life of this Cooperative shall begin April 1, 1997, and shall be perpetual, unless by an amendment to these Articles of Incorporation or terminated by dissolution.

Article IV

NONPROFIT OPERATION

This corporation shall be operated on a nonprofit basis as a cooperative, and the value of the business done with nonmembers shall not exceed that done with members.

Article V

MEMBERSHIP

Section 1. Any individual acting for himself or as an accredited representative of an association, corporation, partnership, or organization, and who customarily uses the services rendered by the Cooperative, may become a member in the Cooperative by: (a) purchasing a membership in the Cooperative for the issuing price hereinafter in Section 2 of this Article specified; (b) agreeing to take, receive, and pay for electric utility service furnished by the Cooperative as hereinafter in Section 3 of this Article specified; and (c) agreeing to comply with and to be bound by these Articles of Incorporation, the Bylaws of the Cooperative, and such rules and regulations as may from time to time be adopted by the Board of Directors of the Cooperative; provided, however, that no individual, except an individual accepted for membership by the members at any meetings hereof or becoming a member by virtue of the consolidation which created Western Iowa Power Cooperative, shall become a member of the Cooperative unless and until accepted for membership by the affirmative vote of not less than a majority of the members of the Board of Directors. Applications for membership may be rejected for just cause.

Section 2. The Cooperative shall have no capital stock, but membership in the Cooperative shall be evidenced by a certificate of membership. The issuing price of membership in the Cooperative shall be set in such amounts as the Board of Directors may determine from time to time, and no certificate of membership in the Cooperative shall be issued until the issuing price for the membership shall have been paid in full; except members of the two cooperatives as of the effective date of the consolidation shall, without any action on their part, become members of the Cooperative and upon their request, the Cooperative will issue a membership certificate unto them. Membership in the Cooperative shall not be transferrable.

Section 3. Each member of the Cooperative shall, as soon as electric energy shall be available, purchase from the Cooperative monthly, not less than the minimum amount of electric energy which shall, from time to time, be determined by resolution of the Board of Directors of the Cooperative and shall pay therefor and for all additional electric energy used by such member, the price which shall, from time to time, be fixed therefor by resolution of the Board of Directors. Each member shall also pay all obligations which may, from time to time, become due and payable by such member to the Cooperative as and when the same shall become due and payable. Each member shall comply with such rules and regulations as may, from time to time, be adopted by the Board of Directors.

Section 4. 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 responsible for any debts or liabilities of the Cooperative.

Section 5. No member of the Cooperative may own more than one membership and each member holding a membership certificate shall be entitled to one vote and no more at all meetings of the members of the Cooperative. If a husband and wife hold a joint membership together, they shall be jointly entitled to one vote and no more upon each matter submitted to a vote at a meeting of the members. The vote of each member of the Cooperative shall be cast in person and not by proxy, provided, that an absent member may cast his or her written vote upon any proposition of which he or she has been previously notified in writing, and of which a copy accompanies his or her vote, if the Board of Directors has authorized voting by mail prior to the meeting at which the vote is to be cast.

Section 6. The Board of Directors of the Cooperative may, by the affirmative vote of not less than two-thirds of the members of the Board of Directors, expel any member of the Cooperative, who shall have willfully violated or refused to comply with any of the provisions of these Articles of Incorporation or the Bylaws of the Cooperative, or any rules or regulations promulgated by the Board of Directors, or who shall have ceased to be eligible to membership in the Cooperative, or who shall have failed to pay any debt or obligation to the Cooperative when the same shall have become due and payable.

Section 7. Transfer and Termination of Membership

A. Membership in the Cooperative and a certificate representing the same shall not be transferable, except as hereinafter otherwise provided, and upon the death, cessation of existence, expulsion, or withdrawal of a member, the membership of such member shall thereupon terminate, and the certificate of membership of such member shall be surrendered forthwith to the Cooperative. In the case of termination of the membership due to voluntary cessation of utilizing the Cooperative's services, a member shall not be entitled to repayment of his membership fee. In cases of expulsion of a member, the Cooperative shall pay him an amount equal to the membership fee paid by him, within sixty (60) days after such expulsion. In cases of the death of a member, payment of such value shall be made to the personal representative of such deceased member within two (2) years after his or her death. In case of ineligibility, payment of such value shall be made to the member who has become ineligible within two (2) years after the date of ineligibility. Interest shall not, in any case, be paid upon the value of the membership. Any termination of membership for any reason shall not release the member from the debts or liabilities of such member to the Cooperative.

B. A membership may be transferred by a member to himself or herself and his or her spouse jointly upon the written request of such member and compliance by such husband and wife jointly with the provisions of subdivisions (a) and (c) of Section 1 of this Article. Such transfer shall be made and recorded on the books of the Cooperative and such joint membership noted on the original certificate representing the membership so transferred.

C. When a membership is held jointly by a husband and wife, upon the death of either, such membership shall be deemed to be held solely by the survivor with the same effect as though such membership had been originally issued solely to him or her, as the case may be, and the joint membership certificate may be surrendered by the survivor and upon the recording of such death on the books of the Cooperative, the certificate may be reissued to, and in the name of such survivor; provided, however that the estate of the deceased shall not be released from any membership debts or liabilities to the Cooperative.

Section 8. Any member of the Cooperative may withdraw from membership upon payment in full of all debts and obligations to the Cooperative, and upon compliance with and performance of all contracts with the Cooperative. Upon such withdrawal, the member so withdrawing shall be entitled to receive, and the Cooperative shall pay to him or her, the value of his or her membership as shown by the books on the date of such withdrawal, but not more than the original issuing price of said membership.

**ARTICLE VI
MEETINGS**

Section 1. The first regular Annual Meeting of Members of the Cooperative shall be held in 1997 on a date to be determined by the Board of Directors. Thereafter, Annual Meetings of Members of the Cooperative shall be held at such times and at such place as shall be determined by the Board of Directors.

Section 2. The directors may call Special Meetings of Members and shall do so upon written demand of at least twenty percent (20%) of the members.

Section 3. Regular Annual Meetings and Special Meetings of the Members shall be held at such places as may be fixed in the Bylaws, and specified in the Notice of such meetings.

**ARTICLE VII
MANAGEMENT**

Section 1. The business and affairs of the Cooperative shall be managed by a Board of Directors initially consisting of the following individuals, who are the present directors of the two cooperatives which consolidated to form Western Iowa Power Cooperative, and who shall also serve as the incorporators of Western Iowa Power Cooperative:

<u>NAME</u>	<u>ADDRESS</u>	<u>OCCUPATION</u>
Leo W. Marley	RR 1, Box 58, Blencoe, IA 51523-9715	Farmer
Dennis Wiggs	RR 2, Box 72, Onawa, IA 51040-9311	Farmer
Nancy Carlson	RR 2, Box 54, Moorhead, IA 51558-9506	Farmer
Gordon Dahl	RR 1, Box 146, Sloan, IA 51055-9801	Farmer
Neal Gorham	RR 1, Box 16, Soldier, IA 51572-9709	Farmer
Larry Jessen	RR 2, Box 15, Mapleton, IA 51034-9405	Farmer
Wendall Lown	RR 1, Box 28, Castana, IA 51010-9712	Farmer
Roger McCandless	RR 1, Box 141, Whiting, IA 51063	Farmer
Louis Reed	RR 1, Box 186, Castana, IA 51010	Farmer
Elmer Reimer	104 Birch, Box 326, Schleswig, IA 51461	Retired
Vernon Neumann	2414 Broadway, Denison, IA 51442-1734	Trucker
Dennis Backhaus	2550 370th St., Westside, IA 51467-9622	Farmer
Virgil Boeck	2012 9th Ave. No., Denison, IA 51442	Retired
Leroy Hight	1220 Highway 59, Schleswig, IA 51461	Farmer
Edmund Petersen	1965 210th St., Denison, IA 51442-7423	Farmer
Gloria Popp	Box 333, Westside, IA 51467-0333	Retired
Wayne Ranniger	2736 380th St., Manning, IA 51455-8008	Farmer
Carl Segebart	3381 P Avenue, Vail, IA 51465-9766	Farmer

Subject to the right of members to remove a director, the initial directors shall serve, and any vacancies on the Board of Directors may be filled as set out in the Plan of Consolidation for Western Iowa Power Cooperative, until the Annual Meeting of Members to be held in 1999. After the Annual Meeting of Members to be held in 1999, the business and affairs of the Cooperative shall be managed by a Board of Directors consisting of ten (10) directors.

Section 2. There shall be two (2) geographic Regions for the Cooperative, each of which shall be divided into five (5) Districts, and, commencing with the Annual Meeting of Members to be held in 1999, election of directors shall be by such Districts, with one director representing each District. Directors shall reside within the District they are elected to represent. The geographic area of each Region shall initially be as set forth in the Plan of Consolidation for Western Iowa Power Cooperative, and revised as necessary by the Board of Directors. The district boundaries shall be described in the Bylaws of the Cooperative and shown on a map of the cooperative service area, with such description and map maintained at all offices of the Cooperative and kept available to members.

Candidates for election to the Board of Directors shall be nominated by a Nominating Committee, which Committee shall be elected by the Board of Directors. Said Nominating Committee members so elected shall nominate candidates for election to the Board of Directors at the Annual Meeting of Members following the meeting at which said Nominating Committee members are elected.

Any twenty (20) or more members may make other nominations in writing over their signatures not less than fifteen (15) days prior to the meeting at which directors are to be elected, and the Secretary shall post the same at the same place where the list of nominations by the Committee is posted; such nominations so made by such members to be subject to the same district and residence requirements as nominations by the Nominating Committee heretofore prescribed.

The election of the directors shall be by ballot, and each voting member shall be entitled to cast one ballot for each director to be elected. Members may vote by mail-in ballot, to the extent that the same is consistent with the Bylaws of the Cooperative and if the Board of Directors has authorized such voting prior to the meeting at which the election is to occur. The election of directors shall be subject to ratification by a majority of all members present at the Annual Meeting of Members, and directors elected shall qualify and take office immediately following the Annual Meeting of Members.

Section 3. At the Annual Meeting of Members to be held in 1999, an election will be conducted for the purpose of electing ten (10) directors, five (5) from Region I and five (5) from Region II. One director will be elected from each District and the directors must reside in the District, which they represent. Directors from Districts 1, 2, 7, and 8 shall be elected to serve three (3) year terms; directors from Districts 4, 9, and 10 shall be elected to serve two (2) year terms; and directors from Districts 3, 5, and 6 shall be elected to serve one (1) year terms. From and after the Annual Meeting of Members to be held in 1999, the Cooperative shall be managed by a Board consisting of ten (10) directors, one from each District. Beginning with the Annual Meeting of Members to be held in 2000, a number of directors equal to the number of directors whose terms expire shall be elected to a term of three (3) years, or until their successors are elected and qualified.

Articles of Incorporation

Section 4. At any Regular Meeting of Members, or any meeting called for that purpose, where proper notice to all members has been given, any officer may be removed by vote of a majority of the members of the Cooperative who are represented at the meeting in person or by mail ballot. At any Regular Meeting of Members, or any meeting called for that purpose, where proper notice to all members has been given, any director may be removed by vote of a majority of all members in the director's district. Any vacancy in the Board of Directors, pursuant to this Section 4, may be filled at the same meeting at which such vacancy is created and the director so elected shall hold office until the expiration of the term and until his successor shall have been elected and qualified. In case of the failure to fill such vacancy at such meeting, the Board of Directors may fill the vacancy at any subsequent meeting of the Board of Directors in the manner and for the term specified in Section 3 of this Article VII.

Section 5. Any member may bring charges against a director by filing them in writing with the Secretary of the Cooperative, together with a petition signed by twenty percent (20%) of the members, requesting the removal of the director in question. The removal shall be voted upon at the next regular meeting or special meeting of the members and, by a vote of a majority of all voting members of the Cooperative, the director may be removed and the vacancy may be filled by the members. The director against whom such charges have been brought shall be informed in writing of the charges prior to the meeting and shall have an opportunity at the meeting to be heard, in person or by counsel, and to present witnesses; and the person or persons bringing the charges against him shall have the same opportunity.

ARTICLE VIII DISTRIBUTION OF EARNINGS

Section 1. No dividends or interest shall be paid upon issuing price of membership in this Cooperative. The directors shall annually dispose of the earnings of the Cooperative in excess of its operating expenses as follows:

A. To provide a reasonable reserve for depreciation, obsolescence, bad debts, or contingent losses or expenses.

B. At least ten percent (10%) of the remaining earnings must be added to surplus until surplus equals either thirty percent (30%) of the total of all capital paid in for stock or memberships, plus all unpaid patronage dividends, plus certificates of indebtedness payable upon liquidation, earnings from nonmember business, and earnings arising from the earnings from other cooperative organizations of which the Cooperative is a member, or one thousand dollars (\$1,000), whichever is greater. No additions shall be made to surplus when it exceeds either fifty percent (50%) of the total or one thousand dollars (\$1,000), whichever is greater.

C. All remaining net earnings shall be allocated to a revolving fund and shall be credited to the account of each member ratably in proportion to the business he has done with the Cooperative during each year. Such credits are herein referred to as "deferred patronage dividends."

D. The directors shall determine the percentage or the amount of said allocation that currently shall be paid in cash. All said remaining allocation not so paid in cash shall be transferred to a revolving fund and credited to said members.

Section 2. The members may, at any meeting, control the amount to be allocated to the surplus fund within the limits specified in Section 1 of this Article VIII.

Section 3. The directors may use the revolving fund to pay the obligations or add to the capital of the Cooperative. In such event, the deferred patronage dividends credited to members shall constitute a charge upon the revolving fund and future additions thereto, and on the corporate assets subordinate to creditors then or thereafter existing. Deferred patronage dividends for any year shall have priority over those for any subsequent year, except that the directors may, at their discretion, pay deferred patronage dividends of deceased members who were natural persons and all other patronage dividends, without reference to the order of priority herein prescribed, and except as in Article IX of these Articles of Incorporation provided. The payment of dividends owing to deceased natural persons who are members or patrons shall be made upon such terms and conditions as the Board of Directors, acting under policies of general application, and the legal representatives of such member's estate shall agree upon; provided, however, that the financial condition of the Association will not be impaired thereby.

Section 4. The Cooperative may issue certificates for deferred patronage dividends, which certificates may be transferable or non-transferable as the Board of Directors may, from time to time, determine.

Section 5. Credits or certificates referred to in Section 3 and 4 of this Article VIII shall not mature until the dissolution or liquidation of the Cooperative, but shall be callable by the Cooperative at any time in the order of priority specified in Section 3 of this Article VIII.

ARTICLE IX SALE OF ASSETS

Section 1. The Cooperative may not sell, lease, or otherwise dispose of any of its property other than:

(a) property which, in the judgment of the Board of Directors is, or will be, neither necessary or useful in operating and maintaining the Cooperative's system; provided, however, that sales of such property shall not in any one year exceed ten percent (10%) in value of the value of all of the property of the Cooperative;

(b) services of all kinds, including electric energy;

(c) personal property acquired for resale; and

(d) merchandise; unless such sale, lease or other disposition is authorized by a majority vote of the members at a meeting thereof and the notice of such proposed sale, lease, or other disposition shall have been contained in the notice of the meeting; provided, however, that notwithstanding anything herein contained, the Board of Directors, without the consent or vote of the members of the Cooperative or any part thereof, shall have full power and authority to borrow money from the United States of America, the National Rural Utility Cooperative Finance Corporation, or any other agency of the United States of America, or any other lender, and to authorize the making and issuance of bonds, notes, or other evidence of indebtedness, secured or unsecured, for money so borrowed and to secure the payment of such bonds, notes, or other evidences of indebtedness by mortgage or mortgages, or deed or deeds of trust upon or the pledge of or other lien upon all or any of the property, assets, rights, privileges, and permits of the Cooperative wherever situated, acquired, or to be acquired, upon such terms and conditions as the Board of Directors shall determine.

Section 2. A sale, lease, exchange, or other disposition of all or substantially all of the property and assets of the Cooperative, with or without the good will, if not made in the usual and regular course of business, may be made upon terms and conditions and for such consideration which may consist in whole or in part of money or property, real or personal, including shares of any other cooperative association organized under the statutes of the State of Iowa, as long as such sale, lease, exchange or other disposition is authorized in the following manner:

A. The Board of Directors of the Cooperative shall adopt a resolution recommending the sale, lease, exchange, or other disposition and directing the submission thereof to a vote at a meeting of the membership, which may be either an annual meeting or special meeting.

B. Written or printed notice of the proposal shall be given to each member of record entitled to vote at the meeting within the time and in the manner provided by these Articles of Incorporation for the giving of notice of meetings of members and whether the meeting be an annual meeting or special meeting, shall state that the purpose or one of the purposes of the meeting is to consider the proposed sale, lease, exchange or other disposition of substantially all of the property and assets of the Cooperative.

C. At the meeting, the membership may authorize the sale, lease, exchange or other disposition and may fix, or may authorize the Board of Directors to fix, any and all of the terms and conditions thereof and the consideration to be received by the Cooperative. Such authorization shall be approved if two-thirds of the members vote affirmatively on a ballot on which a majority of all voting members of the Cooperative participate.

D. After the authorization by the vote of members, the Board of Directors of the Cooperative may nevertheless in its discretion abandon the sale, lease, exchange, or other disposition of assets, subject to the rights of third parties under any contracts relating thereto without further action or approval by the members.

ARTICLE X

DISSOLUTION OR LIQUIDATION

Upon dissolution or liquidation, the assets of the Cooperative shall be applied, first, to pay liquidation expenses, and next, to pay obligations of the Cooperative other than patronage dividends or certificates issued therefor. The remainder of such assets shall be distributed in the following manner and order of priority:

(a) payment of any deferred patronage dividends or certificate issued therefore, and if the assets are insufficient to pay all such patronage dividends or certificates issued therefor, they shall be prorated to the payment of all such deferred patronage dividends or certificates issued therefor;

(b) payment to members of the membership fee paid by them; and

(c) the remaining assets shall be distributed among the members in proportion to their deferred patronage dividends.

ARTICLE XI

BYLAWS

The directors, by vote of seventy-five percent (75%) of the directors, may adopt, alter, amend, or repeal Bylaws for the Cooperative, and the same shall remain in force until altered, amended, or repealed by a vote of seventy-five percent (75%) of the members present or represented at any Annual Meeting or Special Meeting of the Members, provided the notice of any such meeting contains a copy of the proposed alteration, amendment, or repeal.

ARTICLE XII

LIMITATION OF LIABILITY AND INDEMNIFICATION

Except as otherwise provided by Iowa law, a director, officer, employee, or member of the Cooperative is not liable on the debts or obligations of the Cooperative, and a director, officer, member, or other volunteer is not personally liable in that capacity for a claim based upon an act or omission of the person's duties, except for a breach of duty of loyalty to the Cooperative for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of the law, or for a transaction from which the person derives an improper personal benefit.

The Cooperative may indemnify any present or former director, officer, employee, member, or volunteer in the manner and in the instances authorized in code of Iowa 499.59A (1995).

ARTICLE XIII

DISPUTE RESOLUTION

The Cooperative shall attempt to resolve any claim or dispute which may arise between the Cooperative and a member, former member, or customer who has received electric service in a good faith manner. In resolving such disputes, the Cooperative shall give consideration to: (1) applicable laws; (2) rules and regulations imposed by state and federal agencies; (3) these Articles of Incorporation; (4) the Cooperative's bylaws, policies, practices, plans, and procedures; (5) industry standards; and (6) the individual facts and circumstances regarding the claim or dispute.

If a member, former member, or customer who has received electric service is not satisfied with the Cooperative's resolution of the claim or dispute, all matters subject to the jurisdiction of the Iowa Utilities Board shall be resolved by the Iowa Utilities Board or, if and when appropriate, the applicable regulatory body with jurisdiction over the Cooperative and the matter.

All other claims and disputes shall, at the request of either the Cooperative or the member, former member, or customer who has received electric service, first be submitted to mediation conducted by an impartial mediator agreed to by the parties. In the event the claim or dispute is not resolved through mediation, then such shall, at the request of either the Cooperative or the member, former member, or customer who has received electric service, be submitted to binding arbitration to be conducted in accordance with the policies adopted by the Board of Directors of the Cooperative. In absence of such policies, or in the event such policies are incomplete, the provision of Iowa Code 679A (Arbitration), as it may be amended from time to time, shall apply to the extent it is not inconsistent with the policies adopted by the Cooperative.

Notwithstanding the foregoing, the Cooperative reserves the right to pursue collection of a debt owed by any member, former member, or

customer who has received electric service through other means, including but not limited to use of a collection agency, small claims court, and other applicable courts. Further, any claim where the amount in controversy is less than the small claims jurisdictional amount may be resolved without utilizing the alternate dispute resolution procedures set forth in this Article.

Every member, by becoming or continuing to be a member, agrees to the foregoing, and agrees to be bound by the Bylaws of the Cooperative. The Bylaws and these Articles of Incorporation constitute an agreement between the Cooperative and the members.

ARTICLE XIV

AMENDMENTS

The Cooperative may amend, alter, change, or repeal any provision contained in these Articles of Incorporation in the manner now or hereafter prescribed by law.

By-Laws of Western Iowa Power Cooperative

Adopted April 1, 1997

ARTICLE I

MEMBERS

Section 1. Requirements for Membership. The limitations, conditions, restrictions, and rights pertaining to membership, and the privileges, duties, and obligations of members are set forth in the Articles of Incorporation of the Cooperative.

Section 2. Members. All service lines and all meters, switches and other appliances and equipment constructed or installed by the Cooperative in or on the property of any member, except so much thereof, if any, as shall be paid for by the member, shall at all times be the property of the Cooperative, and the Cooperative shall have the right and privilege to enter upon the premises of any member to repair or service the same, and upon the discontinuance of the service for any reason, to remove the same.

Section 3. Joint Memberships. A husband and wife may apply for a joint membership, and subject to their compliance with the requirements set forth in Section 1 of this Article, may be accepted for such membership. The term "Member" as used in these Bylaws shall be deemed to include a husband and wife whether or not holding a joint membership and any provisions relating to the rights and liabilities of membership shall apply equally with respect to the holders of such membership. Without limiting the generality of the foregoing, the effect of the hereinafter-specified actions by or in respect of the holders of such membership shall be as follows:

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

Section 4. Membership by Other Than Persons. If an association, corporation or partnership complies with the Articles of Incorporation, such entity may have a membership in the Cooperative. The holders of such membership shall be bound by the following rules:

- (a) The membership shall only be entitled to one vote.
- (b) Waiver of notice signed by an officer or partner on behalf of the member shall constitute a waiver of notice of the membership.
- (c) Notice to a partner or an officer of the entity on behalf of the member shall constitute notice to the member.

Articles of Incorporation

- (d) A partner or designated officer of a corporation or partnership may be elected to office, provided that such person otherwise meets the qualification for such office.

Section 5. Transfer and Termination of Membership.

- (a) Membership in the Cooperative and a Certificate of Membership representing the same shall not be transferable, except as hereinafter otherwise provided, and upon the death, cessation of existence, expulsion, or withdrawal of the member, the membership of such member shall thereupon terminate. Any termination of membership for any reason shall not release the member from the debts or liabilities of such member to the Cooperative.
- (b) When a membership is held jointly by a husband and wife, upon the death of either, such membership shall be deemed to be held solely by the survivor with the same effect as though such membership had been originally issued solely to him or her, as the case may be, and upon the recording of such survivor; provided, however, that the estate of the deceased shall not be released from any membership, debt or liabilities to the Cooperative.

ARTICLE II MEETING OF MEMBERS

Section 1. Annual Meeting. The first regular Annual Meeting of the Members of the Cooperative shall be held in 1997 on a date to be determined by resolution of the Board of Directors. Thereafter, the Annual Meetings of Members of the Cooperative shall be held at such times and places as shall be determined by the Board of Directors. All Annual Meetings shall be held at such locations as may be determined from time to time by the Board of Directors and specified in the Notice of the meeting.

Section 2. Special Meetings. Special Meetings of the membership may be called by the Board of Directors, and the Board shall do so upon written demand of at least twenty percent (20%) of the members. Any demand for a special meeting by membership shall be in writing, signed by the members making the demand, and be addressed and delivered to the Secretary of the Cooperative. All Special Meetings shall be held at such locations as may be determined from time to time by the Board of Directors and specified in the Notice of the meeting.

Section 3. Notice. Each member shall be entitled to receive ten (10) days' written notice of the time and place of all meetings and of the purpose of all special meetings. Such notice shall be given to the member in person or by mail directed to the member's address as shown on the books of the Cooperative. If mailed, such notice shall be deemed delivered when deposited in the United States Mail, addressed to the member at the member's address, as it appears on the records of Bylaws of the Cooperative, with postage thereon prepaid. Any member may waive, in writing, notice of any Meeting of the Members. Meetings of the Members of the Cooperative may be held at any location permitted by the laws of the State of Iowa.

Section 4. Failure to Receive Notice. The failure of any member to receive notice of an Annual Meeting or Special Meeting of the Members shall not invalidate any action which may be taken by the members at any such Annual Meeting or Special Meeting.

Section 5. Quorum. Ten percent (10%) or more of the members present in person or represented by mail ballots shall constitute of quorum necessary for the transaction of business at any Annual Meeting or Special Meeting of the membership; provided, however, that so long as the total number of members of the Cooperative shall exceed five hundred (500) then fifty (50) or more members present in person shall be sufficient to 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 those present may adjourn the meeting from time to time without further notice.

Section 6. Voting. As stated in the Articles of Incorporation, no member shall own more than one membership and each member shall be entitled to one (1) vote upon each matter submitted to a vote at a meeting of the membership. Voting by proxy and cumulative voting shall not be permitted. If two or more persons hold one membership certificate in partnership, joint tenancy, or otherwise, the vote of such membership may be cast by any one of such persons, or as otherwise directed by the Board of Directors.

A member absent from any meeting may submit a mail vote on any motion, resolution, or amendment to be acted upon at such meeting, provided a mail ballot has been specifically authorized by the Board of Directors. A mail vote must be cast on a ballot containing the exact text of the proposed motion, resolution, or amendment by depositing such ballot in the United States Mail, addressed to the Secretary at the business office of the Cooperative not later than five (5) days prior to the day of the meeting at which the vote is to be taken. At all meetings of the members at which a quorum is present, all questions shall be decided by a vote of the members present in person or represented by mail vote except as otherwise provided by law, the Articles of Incorporation of the Cooperative or these Bylaws.

Section 7. Order of Business. The order of business at the Regular Annual Meeting of the members of the Cooperative and, so far as possible at all other meetings of the members of the Cooperative, shall be as follows:

- (1) Roll call.
- (2) Reading of the Notice of the meeting together with the proof of due giving thereof or the waiver or waivers of notice of such meeting.
- (3) Presentation and reading of unapproved minutes of previous meetings of the members and the taking of necessary action thereon.
- (4) Presentation and consideration of, and acting upon reports of officers, directors, and committees.
- (5) Election of directors.
- (6) Unfinished business.
- (7) New business.
- (8) Adjournment.

Section 8. Rules of Order. 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 of Board of Directors which may from time to time be duly established shall be governed by the most recent edition of Robert's 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 III DIRECTORS

Section 1. Number and Qualifications. The business and affairs of the Cooperative shall be managed by a Board of Directors initially consisting of eighteen (18) individuals, who shall also serve as the incorporators of Western Iowa Power Cooperative, and who presently constitute the members of the Boards of Directors of the cooperatives which consolidated to form Western Iowa Power Cooperative. The directors are as follows:

Dennis Backhaus	Westside, Iowa
Virgil Boeck	Denison, Iowa
Nancy Carlson	Moorhead, Iowa
Gordon Dahl	Sloan, Iowa
Neal Gorham	Soldier, Iowa
Leroy Hight	Schleswig, Iowa
Larry Jessen	Mapleton, Iowa
Wendall Lown	Castana, Iowa
Leo Marley	Blencoe, Iowa
Roger McCandless	Whiting, Iowa
Vernon Neumann	Denison, Iowa
Edmund Petersen	Denison, Iowa
Gloria Popp	Westside, Iowa
Wayne Ranniger	Manning, Iowa
Louis Reed	Castana, Iowa
Elmer Reimer	Schleswig, Iowa
Carl Segebart	Vail, Iowa
Dennis Wiggs	Onawa, Iowa

Subject to the right of members to remove a director, the initial directors shall serve, and any vacancies on the Board of Directors may be filled as set out in the Plan of Consolidation for Western Iowa Power Cooperative, until the Annual Meeting of Members to be held in 1999. Vacancies on the Board of Directors created by directors who resign, retire, or become ineligible prior to the Annual Meeting of Members to be held in 1999 shall not be filled, unless the vacancy would result in either Geographic Region I or Geographic Region II being represented by fewer than five (5) directors, or unless the Board of Directors should determine that filling any such

vacancy would be in the best interest of the consolidating cooperative. In any of said events, the vacancy shall be filled by the majority vote of the Board of Directors, with the new director being selected from among members residing in the Region from which the vacancy was created.

Beginning with the Annual Meeting of Members to be held in 1999, ten (10) directors shall be elected in accord with Section 3 of this Article. Any member of the Cooperative shall be eligible to become a director if said member has a legal capacity to enter into a binding contract and said member's election as a director would not violate any other provision of these Bylaws or the Articles of Incorporation of the Cooperative.

Section 2. Regions and Districts. There shall be two (2) numbered Geographic Regions for the Cooperative, each of which shall be divided into five (5) Districts, and, commencing with the Annual Meeting of Members to be held in 1999, election of directors shall be by such districts, with one (1) director representing each district. Directors shall reside and receive service within the district they are elected to represent. The geographic area of each Region shall initially be as set forth in the Plan of Consolidation for Western Iowa Power Cooperative, and revised as necessary by the Board of Directors. The district boundaries shall be described hereafter in the Bylaws of the Cooperative and shown on a map of the Cooperative service area, with such description and map maintained at all offices of the Cooperative and kept available to members.

Region I shall consist of the former service territory area of Monona County Rural Electric Cooperative and Region II shall consist of the former service territory area of South Crawford Rural Electric Cooperative, both as they existed at the time said Cooperatives consolidated to form Western Iowa Power Cooperative. Districts 1 through 5 shall initially be located in Region I and Districts 6 through 10 shall initially be located in Region II. The Districts can be described as follows:

<u>District 1</u>	<u>Townships Included</u>	
T85N R47W	Fairview	All of Fairview
T84N R46W	Lincoln	Sections 5,6,7,8,9,16,17,18,19,20,21,22,23,26,27,28,29,30,31,32,33,34,35
T85N R46W	Lake	All of Lake
T83N R46W	Franklin	Sections 1,2
T86N R47W	Lakeport	Section 33
T86N R46W	Sloan	Sections 32,33,34,35,36
T84N R47W	Lincoln W	Sections 1,2,12,13
T85N R46W	West Fork W	Sections 1,2,3, East half of Section 10,11,12,13, East half of Section 14,24,25,36
<u>District 2</u>	<u>Townships Included</u>	
T85N R45W	West Fork	Sections 1-24
T85N R44W	Grant	Sections 1-24
T85N R43W	Maple	Sections 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,22,23,29,30,31
T85N R42W	Cooper	Sections 1-12
T85N R41W	Soldier	Sections 6,7,8,17,18,19,30,31
T86N R43W	Oto	Sections 25,31,32,33,34,35,36
T86N R42W	Liston	Sections 31-35
T85N R45W	Willow	Sections 27,31,32,33,34
<u>District 3</u>	<u>Townships Included</u>	
T84N R42W	St. Clair	All of St. Clair
T84N R43W	Center	All of Center
T83N R42W	Soldier	Sections 1-30
T83N R43W	Jordan	Sections 1-30
T84N R41W	Charter Oak	Sections 7,17,18,19,31
T83N R41W	Willow	Sections 6,7,17,18,19,30,31
T85N R43W	Maple	Sections 21,25,26,27,28,32,33,34,35,36
T85N R42W	Cooper	Sections 13-36
T85N R43W	Kennebec E	Sections South half of 29,30,31,32,33

<u>District 4</u>	<u>Townships Included</u>	
T84N R44W	Kennebec	All of Kennebec
T84N R45W	Ashton	All of Ashton
T84N R46W	Ashton W	All of Ashton W
T84N R44W	Belvidere	Sections 1-30
T83N R45W	Franklin	Sections 1-30
T83N R46W	Franklin W	Sections 11,12,13,14,23,24,25,26
T85N R45W	West Fork	Sections 25-36
T85N R44W	Grant	Sections 25-36
T84N R46W	Lincoln N	Sections 1,2,3,4,10,11,14,15
T84NR46W	Lincoln S	Sections 3,4,5,8,9,10,15,16,17,18,22,27
<u>District 5</u>	<u>Townships Included</u>	
T82N R42W	Willow	All of Willow
T82N R43W	Spring Valley	All of Spring Valley
T82N R44W	Sioux	All of Sioux
T82N R46W	Sherman	All of Sherman
T82N R47W	Sherman W	Sections 13,24,25
T82N R41W	Boyer	Sections 6,7,8,9,16,17,18
T81N R43W	Allen	Sections 2,3
T81N R44W	Jackson	Sections 5,6
T81N R45W	Little Sioux	Sections 2,3,4,5,6,8,9,16,17
T83N R43W	Jordan	Sections 31-36
T83N R42W	Soldier	Sections 31-36
T83N R44W	Belvidere	Sections 31-36
T83N R45W	Franklin	Sections 31-36
<u>District 6</u>	<u>Townships Included</u>	
T85N R41W	Soldier	Sections 1,2,3,4,5,9,10,11,12,13,14,15,16,20,21,22,23,24,25,26,27,28,29,32,33,34,35,36
T85N R40W	Morgan	All of Morgan
T84N R41W	Charter Oak	Sections 1,2,3,4,5,6,8,9,10,11,12,13,14,15,16,20,21,22,23,24,25,26,27,28,29,30,32,33,34,35,36
T84N R40W	Hanover	All of Hanover
T83N R41W	Willow	Sections 1,2,3,4,5,8,9,10,11,12,13,14,15,16,20,21,22,23,24,25,26,27,28,29,32,33,34,35,36
T83N R40W	Paradise	Sections 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,17,18,23,24,25,26,34,35
T82N R41W	Boyer	Sections 1,2,3,4,5,10
T82N R40W	Union	Sections 2,3
T83N R39W	Denison	Sections 6,7,18,19
<u>District 7</u>	<u>Townships Included</u>	
T86N R39W	Hayes (Ida)	Sections 31,32,35,36
T86N R38W	Wheeler	Sections 8,9,10,11,12,13,14,15,16,17,20,21,22,23,24,25,26,27,28,29,31,32,33,34,35,36
T86N R37W	Levey	Sections 17,18,19,20,28,29,30,31,32,33
T86N R36W	Viola	Section 31
T85N R39W	Otter Creek	All of Otter Creek
T85N R38W	Stockholm	All of Stockholm
T85N R37W	Jackson	All of Jackson
T85N R36W	Wheatland	Sections 6,7,18,19,29,30,31,32,33,34,35,36
T84N R39W	Goodrich	Sections 1-12
T84N R38W	Milford	Sections 1-6
T84N R37W	Westside	Sections 1-6
T84N R36W	Arcadia	Sections 1-6

Articles of Incorporation

<u>District 8</u>	<u>Townships Included</u>	
T84N R39W	Goodrich	Sections 13-36
T83N R39W	Denison	Sections 1,2,3,4,5,8,9,10,11,12,13,14,15,16,17,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
T83N R38W	East Boyer	All of East Boyer
<u>District 9</u>	<u>Townships Included</u>	
T84N R38W	Milford	Sections 7-36
T84N R37W	Westside	Sections 7-36
T84N R36W	Arcadia	Sections 7-36
T84N R35W	Maple River	Sections 17,18,19,20,31
T83N R37W	Hayes	Sections 1-30
T83N R36W	Washington	Sections 1-30
T83N R35W	Roselle	Sections 6,7,18,19,30,31
<u>District 10</u>	<u>Townships Included</u>	
T83N R37W	Hayes	Sections 31-36
T83N R36W	Washington	Sections 31-36
T82N R39W	Washington	Sections 1,2,10,11,1213,14,15,16,21,22,23,24,25,26,27,28,33,34,35,36
T82N R38W	Nishnabotna	Sections 1,2,3,4,5,6,7,8,9,10,11,12,15,16,17,18,19,20,21,22,27,28,29,30,31,32
T82N R37W	Iowa	Sections 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,22,23,24,25,26,27,34,35,36
T82N R36W	Ewoldt	All of Ewoldt
T82N R35W	Eden	Sections 18,19,30,31
T81N R39W	Union	Sections 1,2,3,4,5,6,7,8,9,10,11,12,16,17,18,
T81N R38W	Greeley	Sections 5,6,7
T81N R36W	Lincoln	Sections 1-24
T81N R35W	Cameron	Sections 6,7

Candidates for election to the Board of Directors shall be nominated by a Nominating Committee of at least five (5) members, which Committee shall be appointed by the Board of Directors. Said Nominating Committee members so appointed shall nominate candidates for election to the Board of Directors at the Annual Meeting of Members.

Any twenty (20) or more members may make other nominations in writing over their signature not less than fifteen (15) days prior to the meeting at which directors are to be elected, and the Secretary shall post the same at the same place where the list of nominations by the Committee is posted; such nominations so made by such members to be subject to the same district and residence requirements as nominations by the Nominating Committee heretofore prescribed.

The election of the directors shall be by ballot, and each voting member shall be entitled to cast one ballot for each director to be elected. To the extent the same is specifically authorized by the Board of Directors, members may vote by mail-in ballot. The election of all directors shall be subject to ratification by a majority of all members present at the Annual Meeting of Members, and directors elected shall qualify and take office immediately following the Annual Meeting of Members.

Section 3. Election of Directors. At the Annual Meeting of Members to be held in 1999, an election will be conducted for the purpose of electing ten (10) directors, five (5) from Region I and five (5) from Region II. One director will be elected from each district and the directors must reside and receive service in the district which they represent. Directors from Districts 1, 2, 7 and 8 shall be elected to serve three (3) year terms; directors from Districts 4, 9 and 10 shall be elected to serve two (2) year terms; and directors from Districts 3, 5 and 6 shall be elected to serve one (1) year terms. From and after the Annual Meeting of Members to be held in 1999, the Cooperative shall be managed by a Board consisting of ten (10) directors, one from each district. Beginning with the Annual Meeting of Members to be held in 2000, several directors equal to the number of directors whose terms expire shall be elected to a term of three (3) years, or until their successors are elected and qualified.

Subject to the provisions of Section 4 of this Article, vacancies on the Board of Directors which occur after the Annual Meeting of Members to be held in 1999 may be filled by a majority vote of the remaining directors. The director so elected shall serve until the next Meeting of Members, at which time a director shall be elected by the members to serve the remainder of the term, if any.

Section 4. Removal of Directors. Any member may bring charges against a director by filing them in writing with the Secretary of the Cooperative, together with a petition signed by ten percent (10%) of the members, requesting the removal of the director in question. The removal shall be voted upon at the next regular meeting or special meeting of the members, and by a vote of a majority of all voting members of the Cooperative, the director may be removed and the vacancy will be filled by a majority vote of all voting members of the Cooperative. The director against whom such charges have been brought shall be informed in writing of the charges prior to the meeting and shall have an opportunity at the meeting to be heard, in person or by counsel, and to present witnesses; and the person or persons bringing the charges against him shall have the same opportunity.

Section 5. Rules and Regulations. The Board of Directors shall have power to make and adopt such rules and regulations, not inconsistent with the Articles of Incorporation of the Cooperative or these Bylaws or the laws of the State of Iowa, as it may deem advisable for the management, administration and regulation of the business affairs of the Cooperative.

Section 6. Accounting System and Reports. The Board of Directors shall cause to be established and maintained a complete accounting system which, among other things, subject to applicable laws of the State of Iowa and the rules and regulations of any regulatory body thereof, shall conform to such accounting system as may, from time to time, be designated by the Administrator of the Rural Utilities Service. The Board of Directors shall, after the close of each fiscal year, cause to be made a full and complete audit of the accounts, books, and financial condition of the Cooperative at the end of such fiscal year. Such audit reports shall be submitted to the members at the following Annual Meeting.

ARTICLE IV MEETING OF DIRECTORS

Section 1. Annual Meeting. An Annual Meeting of the Board of Directors shall be held immediately following the Annual Meeting of the Members for the purpose of the election of officers of the Cooperative for the ensuing year, and to transact such other business as many properly come before the meeting.

Section 2. Regular Monthly Meetings. A Regular Meeting of the Board of Directors shall be held on a monthly basis. Notice of the date, time, and place of the Regular Meeting shall be given as directed by the Board of Directors.

Section 3. Special Meetings. A Special Meeting of the Board of Directors shall be held whenever called by the President or any three (3) directors. Forty-eight (48) hours prior to notice of any Special Meeting must be given to each director personally, by phone, or by mail. The purpose of a Special Meeting need not be specified in the Notice of the meeting.

Section 4. Notice of Meetings. Notice of any meetings may be waived by attendance at the meeting, except when a director attends a meeting and objects to the transaction of business. Notice of the meeting may also be waived by signing a Waiver of Notice either before, during, or after the meeting.

Section 5. Quorum and Voting. A majority of the directors in office shall constitute a quorum necessary for the transaction of business at any Annual Meeting, Regular Meeting or Special Meeting of the Board of Directors. If less than a quorum is present, the directors present may adjourn the meeting from time to time until a quorum is present. All matters considered by the Board of Directors shall be decided by a vote of a majority of the directors present at the meeting.

Section 6. Compensation. Directors shall not receive a salary for their services as directors. However, the Board of Directors may designate a fee to be paid to directors for attending any meeting of the Board of Directors, and shall also reimburse all directors for reasonable expenses of attendance at any meeting of the Board of Directors. Members of the Board of Directors may also receive a fee for and be reimbursed for all reasonable expenses incurred while attending at other meetings or other activities on behalf of the Cooperative.

The Board of Directors shall, from time to time, establish policies and procedures regarding such attendance fees and reimbursement for reasonable expenditures.

Except in emergencies, no director shall receive compensation for serving the Cooperative in any other capacity, nor shall any close relative of a director receive compensation for serving the Cooperative, unless such compensation shall be specifically authorized by a vote of the members.

ARTICLE V OFFICERS

Section 1. Officers. The officers of the Cooperative shall be a President, a Vice President, a Secretary, and a Treasurer. The Board of Directors may also elect an Assistant Secretary-Treasurer and an Executive Vice President & General Manager. The officers of the Secretary and Treasurer may be held by one person, in which case the officer so serving shall be called the Secretary/Treasurer.

Section 2. Election. The Board of Directors shall elect officers of the Cooperative at the Annual Meeting of the Board of Directors each year. The President, Vice President, Secretary, Treasurer, Assistant Secretary-Treasurer, and Executive Vice President & General Manager, if elected, shall hold office until the next Annual Meeting of the Board of Directors and until their successors are elected and qualified; unless removed as hereinafter provided. The Board of Directors shall also have full authority to appoint, by a majority vote, such additional officers as the Board deems appropriate and in the best interests of the Cooperative.

Section 3. Removal. At any meeting called for that purpose, any officer of the Cooperative may be removed by a majority vote of all remaining directors. Any vacancy in any office may be filled by a majority vote of the Board of Directors for the unexpired portion of the term.

Section 4. President. The President shall be the principal Executive Officer of the Cooperative and shall preside at all meetings of the membership and all meetings of the Board of Directors. The President may sign, with the Secretary or an Assistant Secretary, or any other proper officer of the Cooperative authorized by the Board of Directors to do so, certificates of membership in the Cooperative, as well as any real estate deeds, mortgages, bonds, contracts or other instruments authorized by the Board of Directors to be executed. In general, the President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 5. Vice President. In the absence of the President, or in the event of the President's 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 of the restrictions upon the President. The Vice President shall also perform such other duties and responsibilities as, from time to time, may be assigned by the Board of Directors.

Section 6. Secretary. The Secretary shall maintain the minutes of all Meetings of the Members and of the Board of Directors, and shall compile those minutes in a corporate minute book. The Secretary shall also be responsible for the mailing of all notices in a timely manner as provided by law, the Articles of Incorporation, or these Bylaws. The Secretary shall be the custodian of all corporate records and the seal of the Cooperative. Additionally, the Secretary shall keep a membership list showing the proper names and addresses of each member of the Cooperative. In general, the Secretary shall perform all duties incident to the office of Secretary and such other duties as, from time to time, may be assigned to the Secretary by the Board of Directors. In the absence of the Secretary, or in the event of the Secretary's inability or refusal to act, the Assistant Secretary shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all of the restrictions upon the Secretary.

Section 7. Treasurer. The Treasurer of the Cooperative shall perform such duties with respect of the finances of the Cooperative as may be prescribed, from time to time, by the Board of Directors. In general, the Treasurer shall supervise all financial affairs of the Cooperative and shall perform all duties incident to the office of Treasurer, as well as such other duties, as, from time to time, may be assigned to the Treasurer by the Board of Directors. In the absence of the Treasurer, or in the event of the Treasurer's inability or refusal to act, the Assistant Treasurer shall perform the duties of Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer.

Section 8. Assistant Secretary-Treasurer. In the absence of the Secretary or the Treasurer, or in the event of the Secretary's or the Treasurer's inability or refusal to act, the Assistant Secretary-Treasurer shall perform the duties of the Secretary or the Treasurer, respectively, and when so acting, shall have all the powers of and be subject to all of the restrictions of those officers.

Section 9. Executive Vice President & General Manager. The Board of Directors shall appoint a qualified person to serve as Executive Vice President & General Manager of the Cooperative. The Executive Vice President & General Manager may be, but shall not be required to be a member of the Cooperative. The Executive Vice President & General Manager shall perform such duties as the Board of Directors may, from time to time, require and shall have such authority as the Board of Directors may vest in him/her. The Executive Vice President & General Manager shall have general charge of the ordinary and usual business operations of the Cooperative, including supervision and management of all personnel, purchasing, marketing, cost controls, and the management of all products, services, and supplies handled by the Cooperative.

Section 10. Bonds of Officers. The Board of Directors require the Treasurer or any other officer charged with responsibility for the custody of any of its funds or property, to give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. The Board of Directors in its discretion may also require any other officer, agent, or employee of the Cooperative to give such bonds in such amounts, with such surety or sureties, and containing such terms and conditions as it shall determine.

Section 11. Compensation. The salary, compensation, and other benefits of the Executive Vice President & General Manager, and of any other officer, shall be fixed by the Board of Directors.

Section 12. Reports. The officers shall submit at each Annual Meeting of the Members reports covering the business of the Cooperative for the previous fiscal year and showing its condition at the close of such fiscal year.

ARTICLE VI INDEMNIFICATION

Section 1. Indemnification. The Cooperative shall indemnify any present or former director, officer, employee, member, or volunteer against expenses, including reasonable attorney fees, judgments, fines and amounts paid in settlement and reasonably incurred to the fullest extent permitted under Iowa Law. The Cooperative shall also indemnify any director who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the director was a party because the director is or was a director of the Cooperative, against reasonable expenses incurred by the director in connection with such proceeding. The Cooperative shall not indemnify any present or former director, officer, employee, member or volunteer (a) in behalf of the Cooperative in which such persons were adjudged liable to the Cooperative or (b) in connection with any other proceeding charging improper personal benefit.

ARTICLE VII DEPOSITS, CHECKS, AND INSTRUMENTS

All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Cooperative shall be signed by such officer or officers of the Cooperative or the Executive Vice President & General Manager, or other employees, if authorized to do so by the Board of Directors, and in such manner as shall from time to time be determined by resolution of the Board of Directors. All funds of the Cooperative shall be deposited to the credit of the Cooperative in such bank or banks as the Board of Directors may select. The Board of Directors may authorize any officer or officers, agent or agents to enter into any contract, or to execute and deliver any instrument in the name of and on behalf of the Cooperative, and such authority may be general or confined to specific instances.

ARTICLE VIII MEMBERSHIP

Membership in the Cooperative shall be evidenced by a certificate of membership which shall be in the form and shall contain such provisions as determined by the Board of Directors, provided such terms are not inconsistent with the Articles of Incorporation and these Bylaws. Membership applications and membership lists will be maintained by the Cooperative.

Articles of Incorporation

ARTICLE IX FISCAL YEAR

The fiscal year of the Cooperative shall begin on October 1 of each year and shall end on September 30 of each year.

ARTICLE X REVENUES AND RECEIPTS

Section 1. Disposition of Revenues and Receipts. No dividends shall be paid upon memberships in the Cooperative. Subject to the obligations of the Cooperative with respect to moneys borrowed and to the provisions of any mortgage or other security given to secure such obligations, the directors shall annually dispose of the earnings of the Cooperative in excess of its operating expenses as follows:

- a) to provide a reasonable reserve for depreciation, obsolescence, bad debts or contingent losses or expenses;
- b) at least ten percent (10%) of the remaining earnings must be added to surplus until surplus equals either (1) thirty percent (30%) of the total of all capital paid in for memberships plus all unpaid patronage dividends, plus Certificates of Indebtedness payable upon liquidation, or (2) one thousand dollars (\$1,000.00), whichever is greater; no additions shall be made to surplus whenever it exceeds either fifty percent (50%) of such total, or one thousand dollars (\$1,000.00), whichever is greater;
- c) not less than one percent (1%) nor more than five percent (5%) of such earnings in excess of reserves may be placed in an educational fund, to be used as the directors deem suitable for teaching or promoting cooperation and the effective use of electricity.
- d) all remaining net earnings shall be allocated to a revolving fund and shall be credited to the account of each member ratably in proportion to the business the member has done with the Cooperative during such year; such credits are herein referred to as "deferred patronage dividends;" and,
- e) the directors shall determine the percentage or the amount of said allocation that currently shall be paid in cash. All said remaining allocation not so paid in cash shall be transferred to a revolving fund and credited to said members.

Section 2. Membership Control of Disposition of Revenue and Receipts. The members may, at any meeting, control the amount to be allocated to surplus or educational fund within the limits specified in Section 1 of this Article.

Section 3. Revolving Fund. The directors may use the revolving fund to pay the obligations or add to the capital of the Cooperative. In such event, the deferred patronage dividend credited to members shall constitute a charge upon the revolving fund and future additions thereto, and on the corporate assets subordinate to creditors then or thereafter existing. Deferred patronage dividends for any year shall have priority over those for any subsequent year, except as provided in Article X of the Articles of Incorporation, provided, however, that 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 natural person who was a member, if a legal representative of the said deceased member's estate shall request in writing that the deferred patronage dividends credited to any such person be retired prior to the time such deferred patronage dividends would otherwise be retired under the provisions of these Bylaws, to retire said deferred patronage dividends, to any such deceased natural person who was a member immediately upon such terms and conditions as the Board of Directors, acting under policies of general application, and the legal representative of such deceased member's estate shall agree upon; provided, however, that the financial condition of the Cooperative will not be impaired thereby.

Section 4. Deferred Patronage Certificates. The Cooperative may issue certificates for deferred patronage dividends, which certificates may be transferable or non-transferable as the Board of Directors may from time to time determine.

Section 5. Maturity of Deferred Patronage Dividend Certificates. Credits or certificates referred to in Section 3 and 4 of this Article X shall not mature until the dissolution or liquidation of the Cooperative but shall be callable by the Cooperative at any time in the order of priority specified in Section 3 of Article VIII of the Articles of Incorporation of the Cooperative.

12/21

ARTICLE XI MEMBERSHIP IN OTHER ORGANIZATIONS

The Board of Directors of the Cooperative may cause the Cooperative to become a member of any other organization, corporation, association or cooperative, organized on a nonprofit basis for the purpose of engaging in or furthering the case of rural electrification.

ARTICLE XII SEAL

The corporate seal of the Cooperative shall be in the form of a circle and shall have inscribed thereon the name of the Cooperative and the words, "Corporate Seal, Iowa."

ARTICLE XIII AMENDMENT

The Board of Directors, by a vote of seventy-five percent (75%) of the directors, may adopt, alter, amend or restate the Bylaws of the Cooperative. Such original or amended Bylaws shall remain in force and effect until subsequently altered, amended or repealed by a vote of seventy-five percent (75%) of the membership at any Annual Meeting or Special Meeting of the membership, provided notice of such meeting contains a copy of the proposed alteration, amendment or repeal. The Bylaws shall be kept by the Secretary of the Cooperative and shall be subject to inspection by any member at any time.

