

ENMR Telephone Cooperative

MEMBERSHIP POLICIES

FOREWORD

The Board of Directors of ENMR Telephone Cooperative assembled to lay the foundation of the Cooperative in 1949. The passage of time has shown that all those persons had keen foresight and sound judgment. Their tireless efforts have guided this Cooperative to its present position of stability as an enterprise ably serving the needs of hundreds of rural people within its exchange boundaries, which include parts of counties on the High Plains in West Texas and in rural New Mexico. These efforts have guided this system to its present position of stability.

During the years of development and growth of this system, much experience and knowledge have been gained. The Cooperative is here to stay and grow with more members and greater service. Tomorrow brings the challenge of being better than today.

Tomorrow will provide opportunities for each of us to help our communities to become a better place in which to live.

Experience tells us that every business venture will function efficiently if its basic structure, objectives, policies and plans are set forth so as to be better known and understood by all associated persons. With this fact in mind, the following manual was prepared as a guide to a better understanding of the purpose, policies and functions of the Cooperative. It is to be used as a reference by the Board of Directors, CEO, employees and members.

The subject matter of a manual of this type must naturally be flexible, so as to be revised from time to time, to keep it current with the ever-changing times and conditions.

CORPORATE MISSION STATEMENT

Our Mission Statement

Our mission is to provide our members with universal access to high quality, reasonably priced, progressive communications services that enhance the quality of life and economic development of our service areas.

We will work for attainment of this mission through investment in, and efficient management of, diverse communication related ventures, which will provide financial and other value.

We will strive to achieve this mission by deployment of appropriate technologies, and empowering and equipping our employees to deliver customer satisfaction.

Our Vision

**We will be the premier full-service
communications services provider in our region.**

Our Values

WE VALUE RELATIONSHIPS

We Build Relationships Through:

Integrity

Teamwork

Innovation

Communication

Customer Service

Commitment to Excellence

Service to our Communities

MEMBERSHIP POLICY #1

STATEMENT OF NON-DISCRIMINATION

ENMR Telephone Cooperative assures that no person in the United States shall, on the grounds of race, color, national origin, religion, sex, physical or mental handicap or serious medical condition, veteran status, age, ancestry, spousal affiliation, sexual orientation, gender identity or any other category protected by State or Federal law, be excluded for participation in, be denied the benefits of, or otherwise be subjected to discrimination in the conduct of the Cooperative's programs and the operation of its facilities. Under this assurance, this organization is committed not to discriminate against any person on the above grounds in its policies, practices, or applications for service relating to treatment of beneficiaries and participants including: rates, conditions and extension of service, use of any of its facilities, attendance at and participation in any meetings of beneficiaries and participants or the exercise of any rights of such beneficiaries and participants in the conduct of the operations of the Cooperative.

MEMBERSHIP POLICY #2

CIVIL RIGHTS DEVELOPMENT

The Cooperative shall encourage all present employees to participate in training which would make them more upwardly mobile in the Cooperative.

The Cooperative shall inform and involve all members, whenever practical.

The Cooperative shall increase member participation, on an equal opportunity basis, in activities of the Cooperative, including but not limited to, membership on the nominating committee and employment opportunities at the Cooperative.

The Cooperative shall encourage diverse representation on the Board of Directors.

MEMBERSHIP POLICY #3

CREDIT FOR SERVICE OUTAGE

1. Service Interruptions:

a. The Cooperative shall make all reasonable efforts to prevent interruptions of service. When interruptions occur, the Cooperative will re-establish service within the shortest reasonable time.

b. The Cooperative shall make reasonable provisions to meet emergencies resulting from failure of service, and will issue instructions to its employees covering procedures to be followed, in the event of emergency, in order to prevent or mitigate interruption or impairment of service.

c. In the event of national emergency or local disaster resulting in disruption of normal service, the Cooperative may, in the public interest, interrupt service to other customers to provide necessary service to Civil Defense or other emergency service agencies on a temporary basis until normal service to these agencies can be restored.

2. Record of Interruption:

Except for momentary interruptions due to automatic equipment operations, the Cooperative shall keep a complete record of all interruptions, both emergency and scheduled. This record shall show the cause for interruptions, date, time, duration, location, approximate number of customers affected and, in cases of emergency interruptions, the remedy and steps taken to prevent recurrence.

3. Report to Commission:

The appropriate regulatory commissions shall be notified in writing of interruptions in service, as required by law.

4. Change in Character of Service:

In the case of any change made by the Cooperative in the type of service rendered which would adversely affect the efficiency of operation or the adjustment of the equipment of customers, all customers who may be affected shall be notified by the Cooperative at least 30 days in advance of the change, or if such notice is not possible, as early as feasible. Where adjustments or replacements of the Cooperative's standard equipment must be made to permit changed conditions, adjustment shall be made without charge to the customers, or in lieu of such adjustments or replacements, the Cooperative may make cash or credit allowances based on the duration of the change and the degree of efficiency loss.

MEMBERSHIP POLICY #4

DISCONNECTION OF SERVICE DUE TO MEMBER CONDUCT

Discontinuance of Service:

1. Cooperative service may be disconnected for any of the following reasons:
 - a. Failure to pay a delinquent account or failure to comply with the terms of a deferred payment agreement;
 - b. Violation of the Cooperative's rules pertaining to the use of service in a manner which interferes with the service or rights of others or the operation of nonstandard equipment, if an attempt has been made to notify the customer and the customer is provided with a reasonable opportunity to remedy the situation;
 - c. Failure to comply with prepayment or other guarantee arrangements where required;
 - d. Without notice where a known dangerous condition exists, for as long as the condition persists; and
 - e. Tampering with, destroying, or damaging the Cooperative's property and equipment, or attempting to bypass the same.
2. Service may not be disconnected for any of the following reasons:
 - a. Delinquency in payment for service by a previous occupant of the premises;
 - b. Failure to pay for merchandise, or charges for non-telephone service provided by the Cooperative;
 - c. Failure to pay for a different type or class of service unless fee for such service is included on the same bill;
 - d. Failure to pay the account of another customer as guarantor thereof, unless the Cooperative has in writing the guarantee as a condition precedent to service; and
 - e. Failure to pay charges arising from an under-billing occurring due to any misapplication of rates more than six months prior to the current billing.
3. Unless a dangerous condition exists, or unless the customer requests disconnection, service shall not be disconnected on a day, or on a day immediately

preceding a day, when personnel of the Cooperative are not available to the public for the purpose of collections and reconnecting service.

4. The Cooperative will not abandon a customer or a certified service area without written notice to its customers therein, all similar neighboring utilities, and approval from a state commission.

MEMBERSHIP POLICY #5

NOTICE OF SCHEDULED SERVICE INTERRUPTION

When service to Cooperative lines is to be interrupted for a period of 24 hours or longer due to construction or maintenance work, the members who will be affected will be notified in person or by mail in advance.

Scheduled maintenance and/or replacement of facility or changeover of switching system or facility will not warrant a credit adjustment to the member.

MEMBERSHIP POLICY #6

CAPITAL CREDITS AND DELINQUENT BILLS

When the cash retirement of Capital Credits is authorized to be made by the Board of Directors, any past due debt or other obligation owed by any such member of the Cooperative shall be authorized to be deducted from the Capital Credits before payment is made to the member.

MEMBERSHIP POLICY #7

HARASSMENT – THREATENING TELEPHONE CALLS

Any member utilizing the Cooperative's Call Trace service to identify an unknown person making harassing or threatening calls must file a complaint with a law enforcement agency authorizing the Cooperative to identify the caller and the line used.

The Cooperative will give any information obtained only to that law enforcement office. The Cooperative will be held blameless from acts or effects caused from this information or for any liability that may arise as a result of lines being held or out of service.

MEMBERSHIP POLICY #8

MEMBERS BILLING AND COLLECTION

1. General. The Board of Directors shall adopt rates and tariffs for telephone service that will give the membership telephone service at the lowest possible cost consistent with rendering dependable telephone service and with the ability to amortize the investment. It is intended that rates be applied impartially and that billing and collection procedures be executed in a manner that will insure prompt and impartial collection of revenues from all Cooperative members.

2. Billing. Extreme care will be used in rendering accurate statements for service to the membership. The statements shall be in a neat, concise form and easily understandable by the member. When faulty billing demands billing adjustments, care will be taken to not overcharge the member or be arbitrary in this matter. An attempt should be made to clearly explain the adjustment and to seek the member's understanding and agreement. It is intended to keep inquiries to a minimum, while at the same time promoting good member relations.

3. Due Date, Delinquent Accounts, and Restoration of Service. The due date of the bill for service shall be twenty (20) days after issuance. A bill for service is delinquent if unpaid by the due date.

If bills are unpaid twenty (20) days from the billing date, a disconnect notice will be mailed to the member. If the bill remains unpaid ten (10) days from the disconnect notice mailing date, service may be discontinued without further notice. To restore service, any or all of the following charges may apply: a reconnect fee, full payment of the delinquent bill, prepayment, insufficient check charges, or other applicable charges.

When a check is returned by the bank because of insufficient funds, the member will be notified. The amount of the insufficient check and returned check charge will be debited to the account.

4. Hardship. In extreme hardship cases such as death, severe sickness, or injury, management may give a reasonable extension period of grace provided the member can provide reasonable assurance that payment will be forthcoming.

When payment is delayed due to the fault of the Cooperative, such as time needed to investigate the cause of an incorrect or excessive amount of a statement, a statement rendered to the wrong person or address, etc., the collection period may be extended by management by the amount of time the statement was delayed.

5. Old Balances Due From Disconnected Members. It is recognized that members may be disconnected with a greater balance due than any prepayment they have made. The Cooperative shall attempt to collect these amounts by the mailing of notices and

personal contact. If this procedure fails, the amount will submitted to an outside collection agency.

MEMBERSHIP POLICY #9

MEMBERSHIP APPLICATION REQUIREMENTS

To become a member, any person or entity should apply for membership, shall agree to purchase retail communications services and agree to comply with and be bound by the Articles of Incorporation, By-Laws of the Cooperative and other rules and regulations adopted by the Board of Directors.

MEMBERSHIP POLICY #10

DEPOSITS AND PREPAYMENTS

1. Establishment of Credit for Permanent Residential Applicants:

The Cooperative may require a residential applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the customer from complying with rules for prompt payment of bills. A soft credit inquiry may be performed through a credit reporting agency to determine if a deposit will be required, pursuant to internal established policies. An applicant shall not be required to pay a deposit if the applicant has been a customer of any utility for the same kind of service within the last two years and provides a letter of credit from that utility.

2. Re-Establishment of Credit:

Every applicant who previously has been a customer of the Cooperative whose service has been disconnected for nonpayment of bills shall be required, before service is rendered, to pay all amounts due the Cooperative and pay a deposit.

3. Commercial and Industrial Service:

In the case of commercial or industrial service, if the credit of an applicant for service has not been established satisfactorily to the Cooperative, the applicant may be required to pay a deposit.

4. Amount of Deposit and Interest for Permanent Residential, Commercial and Industrial Service and Exemption from Deposit:

a. The required deposit shall not exceed an amount equivalent to one-sixth (1/6) of the estimated annual billings. If actual use is at least twice the amount of the estimated billings, a new deposit requirement may be calculated and an additional deposit may be required to be made. If such additional deposit is not made, the Cooperative may disconnect service under the standard disconnection procedure.

b. Deposits required to be made by the customer shall earn a minimum interest on such deposits at an annual statutory rate. If the refund of a deposit is made within thirty (30) days of receipt of deposit, no interest payment is required. If the Cooperative retains the deposit for more than thirty (30) days, payment of interest shall be made retroactive to the date of deposit.

(1) Payment of interest to the customer shall be credited monthly.

(2) The deposit shall cease to draw interest on the date it is returned or credited to the customer's account.

5. Deposit for Temporary or Seasonal Service and for Weekend or Seasonal Residences:

The Cooperative may require a deposit sufficient to reasonably protect it against the assumed risk, provided such policy is applied in a uniform and nondiscriminatory manner.

6. Records of Deposit:

a. The Cooperative shall keep records to show:

- (1) The name and address of each depositor;
- (2) The amount and date of the deposit; and
- (3) Each transaction concerning the deposit.

b. The Cooperative shall issue a receipt of deposit to each applicant from whom a deposit is received and shall provide means whereby a depositor may establish claim if the receipt is lost.

7. Refund of Deposit:

a. If service is not connected or after disconnection of service, the Cooperative shall promptly and automatically refund the customer's deposit plus accrued interest and the balance, if any, in excess of any unpaid bills for service furnished. In the event of a transfer of service from one premise to another within the meaning of these rules, no additional deposit may be demanded unless otherwise permitted by these rules.

b. When the customer has paid bills for service for twelve (12) consecutive residential billings or for twenty-four (24) consecutive commercial or industrial billings without having service disconnected for nonpayment of bill and without having any occasions in which a bill was delinquent, the Cooperative shall promptly and automatically refund the deposit plus any accrued interest to the customer in the form of a check or credit to a customer's bill.

8. Advance Payments:

Any customer who desires to make voluntary advance payments on their account may do so. All such advance payments will reflect on the customer's bill as a credit and will be automatically applied, until exhausted, to charges as they are incurred.

Advance Payments are not deposits, are not required by the Cooperative and will not accrue interest.

MEMBERSHIP POLICY #11

SERVICE EXTENSION FOR SUBDIVISIONS AND SPECULATIVE SUBSCRIBERS

1. Recitals: In instances involving an application to the Cooperative for retail communications services to subdivisions or to developers of a speculative nature and the Board of Directors finds that the advance investment of large amounts of capital for any particular applicant, before there is any prospect of revenue from the requested installation, is potentially unfair to other Cooperative members and subscribers not requiring such investment, this policy will govern Cooperative management in extending communications services to those parties.

2. Applicability: This policy shall be applicable to any extension of communications services to a subdivision or a developer of a speculative nature.

3. Subdivision.

a. Definitions: The following terms shall have the following definitions:

(1) The term “subdivision” shall mean either a municipal subdivision of real property or a subdivision of real property in a county.

(2) The term “developer” shall mean any individual, partnership, joint venture, corporation, LLC, or other entity creating, or which has created, a subdivision.

(3) The term “anniversary date” shall mean each year thereafter from the date on which the Cooperative received the payment for aid to construction required by this policy.

(4) The term “ENMR labor” shall mean labor performed by the Cooperative, its affiliates or its independent contractors.

b. Application: In order to receive retail communications services in a subdivision, a developer must make a written application to the Cooperative in a form satisfactory to Cooperative management, and containing such information as reasonably required by Cooperative management for the design of the system necessary to furnish retail communications services to the subdivision. The applicant must provide an easement to the Cooperative. The Cooperative shall provide an estimated cost to the developer for the installation of the proposed system.

It will be the developer’s responsibility to open all ditches to the Cooperative’s specifications. The Cooperative requires full payment of the estimated cost prior to construction. If the developer lacks the resources to open the ditch, the Cooperative will plow conduit or open a ditch at the developer’s expense. This labor and excavation expense will be added to the estimated cost.

In the event the project is of a scale that, in the opinion of Cooperative management, is too time-consuming, or for other reasons impracticable for ENMR to reasonably complete, the amount of outsourced labor will be added to the estimate.

c. Advance payment: The amount of the initial estimated cost of all materials and labor of the requested communications system shall be paid by the developer to the Cooperative prior to the commencement of any work or the delivery of any equipment for use by the subdivision.

d. Refunds: Upon each anniversary date for a subdivision, the developer of the subdivision shall be entitled to certain refunds based upon access connections to individual subscribers within the subdivision. The following method shall be used for refunding the payment for aid to construction to the developer:

On each anniversary date, the developer shall be entitled to a refund for each access connection, during the year immediately preceding, within the subdivision, to be prorated on the basis of the amount allocated to each lot within the subdivision for the developer's payment for aid to construction. That is, the refund per lot shall be the payment for aid to construction divided by the number of lots within the subdivision.

e. Term: The term of the refunds will be subject to the following tiers:

1-15 lots	5 Years
16-49 lots	8 Years
50-99 lots	10 Years
100+ lots	12 Years

f. Limitation: In no event shall a developer be entitled to a refund which totals more than their advance payment for aid to construction.

4. Speculative Developers: A speculative developer shall be any applicant for communications service, involving a PBX, an individual digital switch, or any other communications facilities requiring an investment of capital which, in the opinion of Cooperative management, would require an initial capital investment substantially in excess or significantly differing from that required for the Cooperative's usual business or commercial applicant. Should Cooperative management determine that any application involves a speculative developer, Cooperative management shall require the developer to pay the estimated cost of the installation of necessary equipment in cash, prior to construction.

5. Aid to Construction: When a member requests service and the Cooperative must provide a line extension, the Cooperative will fund the construction for the first mile, with the member paying the tariffed rate per foot thereafter.

6. Non-Acceptance: If the developer or speculative developer declines to accept the Cooperative's design or estimated cost, the Cooperative shall not be obligated to provide service to the subdivision or speculative location in the future.

MEMBERSHIP POLICY #12

PROVISION FOR TELEPHONE DIRECTORIES

Telephone directories shall normally be published annually, listing the names, addresses and telephone numbers of all customers, except public telephones and telephone services unlisted at customer's request.

Upon issuance, a copy of each directory shall be distributed to all members served by that directory. An additional copy may be requested from the Cooperative's office.

The name of the telephone utility, an indication of the area included in the directory, and the month and year of issue shall appear on the front cover. Information pertaining to emergency calls such as for the police and fire departments shall appear conspicuously in the front part of the directory pages.

The directory shall contain instructions concerning placing local and long distance calls, calls to repair and Directory Assistance service, and locations and telephone numbers of business offices, as may be appropriate for the area served by the directory.

Each telephone utility shall list each customer with Directory Assistance within seventy-two (72) hours after service connection, (except those numbers not listed at the customer's request), in order that the Directory Assistance operators can provide the requested telephone numbers based on customer name and address.

Disconnected residence telephone numbers shall not be reassigned for thirty (30) days and disconnected business numbers shall not be reassigned, unless requested by the customer, for thirty (30) days or the life of the directory, whichever is longer unless no other numbers are available to provide new service to new customers.

If a customer's number is incorrectly listed in the directory, if the incorrect number is a working number and if the customer to whom the incorrect number is assigned requests, the number shall be changed at no charge. If the incorrect number is not a working number and is a usable number, the customer's number shall be changed to the listed number at no charge, if requested.

When additions or changes in plant or changes to any other utility operations necessitate changing telephone numbers to a group of customers, at least thirty (30) days' notice shall be given to all customers so affected even though the addition or changes may be coincident with a directory issue.

MEMBERSHIP POLICY #13

REFUSAL OF SERVICE

1. Compliance of Applicant:

The Cooperative may decline to serve an applicant until such applicant has complied with the state and municipal regulations and approved rules and regulations of the utility on file with the commission governing the service applied for, or for the following reasons:

a. Applicant's facilities inadequate: If the applicant's installation or equipment is known to be hazardous or of such character that satisfactory service cannot be given; or

b. Refusal to make deposit: For refusal to make a deposit if applicant is required to make a deposit under these rules.

2. Applicant's Recourse:

In the event that the Cooperative refuses to serve an applicant under the provisions of these rules, it must inform the applicant of the basis of its refusal and that the applicant may file a complaint with the appropriate governing regulatory commission thereon.

3. Insufficient Grounds for Refusal to Serve:

The following shall not constitute sufficient cause for refusal of service to a present customer or applicant:

a. Delinquency in payment for service by a previous occupant of the premises to be served, if not a member of that family or household;

b. Failure to pay a bill for merchandise, or charges for non-utility service purchased from the Cooperative;

c. Failure to pay a bill to correct previous under-billing due to misapplication of rates more than six months prior to the date of application;

d. Violation of the utility's rules pertaining to operation of nonstandard equipment or unauthorized attachments which interfere with the service of others, or other services such as communication services, unless the customer has first been notified and been afforded reasonable opportunity to comply with said rules;

e. Failure to pay a bill of another customer as a guarantor thereof, unless the guarantee was made in writing to the utility as a condition precedent to service; and

f. Failure to pay the bill of another customer at the same address, except where the change of customer identity is made to avoid or evade payment of utility bill, if not a member of that family or household.

MEMBERSHIP POLICY #14

EASEMENTS

The policy of the Cooperative relating to the furnishing of easements is hereby established and stated as follows:

1. Every member of the Cooperative is required to furnish to the Cooperative, at no charge, all necessary easements for the installation, construction, operation, maintenance, replacement, relocation, enlargement or removal of communications facilities, overhead or underground, including all conduit, cables, wires, surface testing terminals, markers and other appurtenances, under, through, across and upon any real property or interest therein owned, leased or controlled by said member, as may be required to furnish communications services to that member or other members, or to other communications service areas, of the Cooperative.
2. The requirement that easements be furnished in compliance with this policy is declared to be a prerequisite to the initial or continued furnishing of communications services to any affected member or to other communications service areas of the Cooperative. When requested by the Cooperative, the member will agree to execute any written easement or right-of-way contract in a form to be furnished by the Cooperative.
3. The failure of a member to provide such easement when requested by the Cooperative may be enforced by the Cooperative, including but not limited to the following:
 - a. The Cooperative will commence legal process to enforce the contract between the Cooperative, in the event a Cooperative member refuses to sign an easement for facility construction.
 - b. The Cooperative may deem such member to not be in good standing and such member would no longer receive capital credits.
 - c. The Cooperative may terminate the membership of such member.

MEMBERSHIP POLICY #15

CREDENTIALS AND ELECTION COMMITTEE

1. Committee: The Committee shall consist of at least one (1) certified public accountant from the Cooperative's audit firm stationed at the main location and tasked with overseeing the Board of Directors' election and no fewer than three (3) employees at each location, both main and remote. Representatives of the Cooperative's audit firm may serve as employees at the main location. These individuals shall not be officers, Directors or known candidates for Director, or a close relative of such individuals (as the term "close relative" is defined in Article IV, Section 5 (e) of the By-Laws of the Cooperative). At his or her option, the Board President may designate the Committee as a standing committee, in which case each member of the Committee shall be appointed to serve for a term certain to be established by the Board President.
2. Officers: The Committee shall elect a Chairperson and Secretary prior to the next succeeding meeting of the membership.
3. Powers of the Committee: The Committee shall have the power and authority:
 - a. To establish or approve the manner of conducting member registration and member voting by ballot or by any other means;
 - b. To pass upon all questions that may arise with respect to the registration of members;
 - c. To determine the eligibility of any member to vote by ballot or by any other means;
 - d. To construct, distribute and collect, as well as count, all ballots or other votes cast in any election or in any other matter and to determine the result of any such ballot or other vote;
 - e. To rule upon the effect and validity of any ballot or other vote, which is marked or cast in an irregular, ambiguous or indeterminable manner;
 - f. To rule upon all other questions that may arise at any time relating to member voting and elections, including but not limited to, the validity of petitions of nomination, the regularity of the nomination of candidates, or the qualifications of candidates;
 - g. To decide any protest or objection filed with respect to any election or with respect to conduct which affects or may affect the result of any election;
 - h. The Chairperson of the Committee shall be responsible to receive and retain all ballots and system-generated reporting after any election maintaining the

same until the expiration of the election contest time period. Thereafter, said person shall have authority to destroy all such ballots;

i. The Chairperson of the Committee, shall have the authority to make all such ballots or software reporting available for review, if an election contest is timely commenced, as long as said ballots are at all times maintained within the custody and control of such person and their integrity preserved;

j. At each voting site, the Committee shall compare the registered vote numbers with the actual number of votes to determine a consistency of the same;

k. The Committee shall determine the order of speaking by any candidates for position of Director, the time period allotted for all such speeches and the order and sequence of names on the ballot. The order as determined on the ballot shall be the same as the speaking order and shall be determined by a random basis. Should the meeting be held in person, each candidate may deliver a speech to the membership. Additionally, each candidate may provide a written biography not to exceed 500 words in Microsoft Word format to be published on Plateau's web site in advance of the meeting. Cooperative staff shall proofread all biographies and work with the candidates on a final edited version to be published. Should the meeting be held in conformance with any federal or state order restricting in-person gatherings, a written biography as provided by each candidate, in Microsoft Word format, not to exceed 500 words, shall be included with the official notice of the Annual Meeting. Additionally, a three-minute recorded video shall be provided by each candidate to be played at the Annual Meeting if conducted virtually. All submissions of written biographies and recorded speeches must be received by the published deadline for Nominations and Petitions;

l. The Committee shall forward and provide packets to each candidate whether selected by the Committee on nominations or by petition, which packet shall include at least: (i) Membership Policy #15; (ii) the Cooperative policy pertaining to nepotism; (iii) a copy of the Cooperative By-laws; (iv) such other documentation as is deemed necessary by the Committee;

m. That should an election for a Director position held in person result in a tie, then the two candidates with the highest vote total, thereafter, will immediately be submitted to the membership for an additional vote in a run-off election. Should the Annual Meeting not be held in-person, then the Director and candidate shall be selected by coin flip which shall take place in the presence of each such Director and the E&C Chair;

n. That, by 5:00 p.m. MDT, on the first Monday of the month preceding the Annual Meeting of the Cooperative, the books and records of the Cooperative shall be closed such that thereafter and, through the date of the election there will be no splitting or changing of membership status. New members, however, may be added through the normal course of business.

4. Counsel: In the exercise of its responsibilities, the Committee shall have available to it the advice of legal counsel provided by the Cooperative.

5. Election Contest: Any unsuccessful candidate for Director and any Director who has been removed by elections, may file an election contest. Any election contest must be filed within five (5) business days following the adjournment of the meeting at which the election was conducted. Upon the filing of an election contest, the Committee shall be convened upon notice from its Chairperson, not later than five (5) business days after such election contest is filed. The Committee shall hear such evidence as may be presented by the person filing the contest, or by any other person or persons who, in the opinion of the Committee have an interest in the contest. Any person appearing before the Committee may be heard verbally or in writing, in person or by counsel, or by any other means which the Committee may approve.

6. Contest Decision: Within a reasonable time, but not later than thirty (30) days after the conclusion of its hearing, the Committee, by a majority of those present and voting at the meeting at which its decision is reached, shall issue a decision resolving the election contest. The result of the Committee's decision may be to affirm the election, to change the outcome thereof, or to set the election aside. The Committee's decision shall immediately be communicated in writing to the person filing the contest, to each candidate, and to any interested party who has appeared before the Committee in connection with the contest.

7. Election Results: The results of any election for position of Board of Directors shall be promptly disclosed either in person at the annual membership meeting or through the Cooperative's website shortly after the annual membership meeting providing the actual number of votes per candidate for each such election. The results of any such election shall additionally be disclosed in the next issue of the Cooperative newsletter known as the *Netlink*.

8. Quorum: The Committee shall not act on any matter unless a majority of the Committee is present in person.

9. Finality of Decisions: The Committee's decision on any matter decided by it pursuant to the terms of this policy shall be final.

MEMBERSHIP POLICY #16

MEMBER'S RIGHT TO INSPECT COOPERATIVE BOOKS AND RECORDS OR FOR COOPERATIVE INFORMATION

The Cooperative's responses to requests from members shall be governed by the following:

1. Information provided should be reasonably related to the legitimate interests of the member and for a purpose which is not harmful to the Cooperative. A proper purpose can be surmised where the member's purpose in requesting the information bears some reasonable relationship to the interest that the member wants to protect by seeking such information.
2. Requests for routine or published information such as rate schedules, rules and regulations, articles of incorporation, by-laws, published policies, newsletters, service rules, monthly and annual operating reports and audit reports, etc. shall be promptly granted. Minimal copies will be provided by the Cooperative at no charge. Should, however, in the Cooperative's opinion, more than minimal copies be requested, the Cooperative reserves the right to make a reasonable charge for the same. Any other information must be requested by submitting a "Member Information Application" form completed and signed by the requesting member(s). (Sample form attached).
3. The executed "Member Information Application" will be reviewed by the CEO and, if requested, by the Cooperative's legal counsel. Upon approval by the CEO, the requesting member will be advised as to the time and manner for making such information available during the Cooperative's normal business hours.
4. The CEO will provide for the maintenance of records of all such Applications for Information which shall be, in each case, made available upon request to the Board of Directors.
5. The following is considered privileged information, to be made available only as directed by the Board of Directors, or as ordered by a Court or regulatory agency having jurisdiction over the Cooperative and the subject matter:
 - a. Board Minutes of the meetings of any Board, Committee Meeting or Staff Operating Committee Meeting, if the same contains matters of a confidential nature the release of which might subject the Cooperative to unwarranted claims or litigation, concern exiting or potential litigation, or might invade the privacy of any person; or
 - b. Any information which is proprietary or competitively sensitive, which constitutes a trade secret, process, program, trademark or other legally protectable confidential information or thing owned, or protected in confidentiality by contract, by the Cooperative; or

- c. Documents that are subject to attorney-client privilege; or
- d. Documents for which the Cooperative can demonstrate the harmfulness of allowing access; or
- e. Documents which are requested in bad faith or for an improper purpose or otherwise not reasonably related to a legitimate interest of the member; or
- f. Any employee's personnel file or records, or any other person's such file or records; or
- g. Information such as names, addresses or telephone numbers of members, membership lists (past or present), addresses or telephone numbers not included in a directory, member credit or payment records, member account information; or
- h. Hourly wages or salaries and fringe benefits of specific employees, unless such employee releases the information by written authorization, (however, if a wage and salary plan is in effect, such plan will be released, as well as any fringe benefit principles or percentages, but no particular employee's current standing in such plan will be revealed).
- i. Interpretations of the foregoing principles, and particularly the determination of good faith and proper purpose, shall be those established by the weight of court decisions in connection with common law and statutory rights of members of cooperatives to inspect the books and records of the enterprises in which they have an ownership interest, including that, for the purpose of inspection, to be a proper purpose. The purpose must be one to protect the reasonable or financial interests of the individual applicant in the Cooperative and not one merely to satisfy curiosity, promote some political or social goal, or non-Cooperative commercial interest of another person or enterprise.

The CEO shall be responsible for implementation and enforcement of this policy.

ENMR TELEPHONE COOPERATIVE MEMBER INFORMATION APPLICATION

NOTE: No information concerning the Cooperative, its members, personnel, Directors, agents, employees, or operations shall be made available (except for routine information covered in the Cooperative's Membership Policy #16) unless the requesting member completely fills out and executes this information form.

The undersigned member of the Cooperative does hereby make request for certain information of the Cooperative and in support thereof does hereby represent and state:

1. Please provide your name, address, telephone number and date upon which you became a Cooperative member.

2. State specifically what information you request.

3. State specifically why you want such information.

4. Applicant is acting in good faith in seeking such information solely for the "purpose" stated in paragraph three (3) above.

5. State specifically what use you will or may put such information to.

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6. The information being requested from the Cooperative as specified in paragraph two (2) above is pertinent (germane) to the purpose set forth above under paragraph three (3).
7. Applicant agrees that if this application is granted, such inspection shall be for the sole use of the applicant, or of other members of the above-named Cooperative member similarly situated, and for the use of no other person or organization, and for no other purpose than the one stated above, and further it is understood and agreed that, by executing this request for information, the undersigned will not put or permit others to put such information to a use other than that above-stated.
8. If the request is being made on your own behalf plus that of others, please state the names, addresses, and telephone numbers of all others who have authorized you to request this information on their behalf or to whom you intend to provide such information.

(Attach additional pages, if necessary)

9. If you are represented by an attorney concerning this request or related to any documents or information as requested, then please state such attorney's name, business address, and telephone number.

I understand and agree that, by executing this request for information, I will not myself put, or permit others to put, such information to a use other than that above stated.

WITNESS my hand this _____ day of _____, 20____.

Member Applicant

STATE OF _____ }
COUNTY OF _____ } ss.

_____ being first duly sworn on oath, deposes and says that he/she is the applicant above-named and has read the foregoing application and knows the contents thereof and that the statements made therein are true and made for the sole purpose therein stated.

My Commission Expires: _____

NOTARY PUBLIC

MEMBERSHIP POLICY #17

COMPENSATION OF MEMBERS SERVING ON COMMITTEES

Members who serve on committees by appointment by the Board or the Board President shall be compensated at the rate of \$100 per day, plus mileage at the prevailing IRS rate per mile and reimbursed for reasonable and customary overnight lodging and meals, as may be required in the performance of their assigned duties.

MEMBERSHIP POLICY NUMBER #18

VOTING AT MEMBERSHIP MEETING

Upon proper advance notice to the members, voting in person by members at membership meetings, whether at the annual meeting or special meeting, may be available by broadcast (2-way) video from remote I-TV sites as authorized and approved by the Board of Directors. At such I-TV sites, members shall be able to register, listen to a live broadcast of such annual or special meeting of the members, ask questions from the floor and vote on all issues requiring either a voice or ballot vote.