

**WASHINGTON ELECTRIC  
MEMBERSHIP CORPORATION**

**BYLAWS**

**Bylaws amended and approved as of  
July 31, 2008**

**WASHINGTON ELECTRIC  
MEMBERSHIP CORPORATION**

**BYLAWS INDEX**

<b>INTRODUCTION</b>	<b>4</b>
<b>ARTICLE I MEMBERS</b>	<b>PAGE</b>
1.01 Eligibility for Membership	4
1.02 Membership Procedures and Requirements	4
1.03 Waiver of Membership Procedures and Requirements	5
1.04 Exceptions to Membership Procedures and Requirements	5
1.05 Retroactive Membership	6
1.06 Joint Membership	6
1.07 Obligations of Members and Applicants for Membership	7
1.08 Suspension of Membership and Reinstatement of Membership	8
1.09 Withdrawal	9
1.10 Termination of Membership	9
1.11 Expulsion	9
1.12 Effect of Withdrawal, Termination and Expulsion	9
<b>ARTICLE II MEETINGS OF MEMBERS</b>	
2.01 Annual Meeting	9
2.02 Special Meeting	10
2.03 Notice of Members' Meetings	10
2.04 Waiver of Notice	10
2.05 Record Date	11
2.06 Quorum	11
2.07 Representation of Members	11
2.08 Registration	12
2.09 Voting	12
2.10 Order of Business	12
2.11 Credentials and Election Committee	12
2.12 Rules of Order	14
<b>ARTICLE III DIRECTORS</b>	
3.01 General Powers of Board of Directors	14
3.02 Geographical Representation	14
3.03 Tenure and Election	15
3.04 Qualifications of Directors	15
3.05 Nominations	16
3.06 Notice of Nominees	16
3.07 Manner of Voting for and Election of Directors	16
3.08 Removal	17

<b>3.09</b>	<b>Vacancies</b>	<b>17</b>
<b>3.10</b>	<b>Failure of Compliance</b>	<b>17</b>
<b>3.11</b>	<b>Compensation; Expenses</b>	<b>17</b>
<b>3.12</b>	<b>Emeritus Director</b>	<b>17</b>
<b>3.13</b>	<b>Rate Schedules, Policies, Rules and Regulations</b>	<b>18</b>

#### **ARTICLE IV MEETING OF DIRECTORS**

<b>4.01</b>	<b>Regular Meetings of Directors</b>	<b>18</b>
<b>4.02</b>	<b>Special Meetings</b>	<b>18</b>
<b>4.03</b>	<b>Meeting By Telephone</b>	<b>19</b>
<b>4.04</b>	<b>Written Consent</b>	<b>19</b>
<b>4.05</b>	<b>Notice and Waiver of Notice</b>	<b>19</b>
<b>4.06</b>	<b>Quorum for Meeting of Directors</b>	<b>19</b>
<b>4.07</b>	<b>Action of Board of Directors</b>	<b>19</b>

#### **ARTICLE V OFFICERS**

<b>5.01</b>	<b>Number and Title</b>	<b>20</b>
<b>5.02</b>	<b>Election and Term of Office</b>	<b>20</b>
<b>5.03</b>	<b>Removal</b>	<b>20</b>
<b>5.04</b>	<b>Vacancies</b>	<b>20</b>
<b>5.05</b>	<b>Chairman</b>	<b>20</b>
<b>5.06</b>	<b>Vice-Chairman</b>	<b>20</b>
<b>5.07</b>	<b>Secretary</b>	<b>21</b>
<b>5.08</b>	<b>Treasurer</b>	<b>21</b>
<b>5.09</b>	<b>Delegation of Secretary's and Treasurer's Responsibilities</b>	<b>21</b>
<b>5.10</b>	<b>President/CEO</b>	<b>22</b>

#### **ARTICLE VI NON-PROFIT OPERATION**

<b>6.01</b>	<b>Non-Profit Operation</b>	<b>22</b>
<b>6.02</b>	<b>Patronage Capital in Connection with Furnishing Electric Service - Receipt</b>	<b>22</b>
<b>6.03</b>	<b>Patronage Capital - Accounts</b>	<b>22</b>
<b>6.04</b>	<b>Patronage Capital - Status as Such - Security Interest</b>	<b>22</b>
<b>6.05</b>	<b>Other Patronage Capital - Allocation</b>	<b>23</b>
<b>6.06</b>	<b>Patronage Capital From Other Organizations</b>	<b>23</b>
<b>6.07</b>	<b>Patronage Capital - Dissolution</b>	<b>23</b>
<b>6.08</b>	<b>Patronage Capital - Distribution Prior to Dissolution</b>	<b>23</b>
<b>6.09</b>	<b>Patronage Capital - Distribution to Estates or Representatives of Deceased Members</b>	<b>24</b>
<b>6.10</b>	<b>Patronage Capital - Assignment</b>	<b>24</b>
<b>6.11</b>	<b>Cooperative's Security Interest and Right to Set-Off</b>	<b>24</b>
<b>6.12</b>	<b>Patronage Capital Contract with Member</b>	<b>24</b>

#### **ARTICLE VII OPERATIONS AND MISCELLANEOUS**

<b>7.01</b>	<b>Bonds of Officers and Employees</b>	<b>25</b>
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<b>7.02</b>	<b>Reports</b>	<b>25</b>
<b>7.03</b>	<b>Fiscal Year</b>	<b>25</b>
<b>7.04</b>	<b>Authority for Execution of Instruments</b>	<b>25</b>
<b>7.05</b>	<b>Checks, Drafts, Etc.</b>	<b>25</b>
<b>7.06</b>	<b>Bank Accounts and Deposits</b>	<b>25</b>
<b>7.07</b>	<b>Membership in Other Organizations</b>	<b>26</b>
<b>7.08</b>	<b>Books, Records, Accounting Systems and Reports</b>	<b>26</b>
<b>7.09</b>	<b>Obligations of Cooperative for Service</b>	<b>26</b>
<b>7.10</b>	<b>Circulation of Newsletter</b>	<b>26</b>
<b>7.11</b>	<b>Notice</b>	<b>26</b>
<b>7.12</b>	<b>Governing Law</b>	<b>27</b>
<b>7.13</b>	<b>Titles and Headings</b>	<b>27</b>
<b>7.14</b>	<b>Partial Invalidity</b>	<b>27</b>
<b>7.15</b>	<b>Cumulative Remedies</b>	<b>28</b>
<b>7.16</b>	<b>Entire Agreement</b>	<b>28</b>
<b>7.17</b>	<b>Successors and Assigns</b>	<b>28</b>
<b>7.18</b>	<b>Waiver</b>	<b>28</b>
<b>ARTICLE VIII INDEMNIFICATION AND INSURANCE</b>		
<b>8.01</b>	<b>Indemnification</b>	<b>28</b>
<b>8.02</b>	<b>Insurance</b>	<b>29</b>
<b>ARTICLE IX PROPERTY</b>		
<b>9.01</b>	<b>Disposition</b>	<b>29</b>
<b>9.02</b>	<b>Disposition of Property</b>	<b>29</b>
<b>9.03</b>	<b>Security Interest</b>	<b>30</b>
<b>ARTICLE X SEAL</b>		<b>31</b>
<b>ARTICLE XI BYLAW AMENDMENTS</b>		<b>31</b>
<b>ARTICLE XII DEFINITIONS</b>		<b>32</b>
<b>STATEMENT OF NONDISCRIMINATION</b>		<b>34</b>

# BYLAWS OF WASHINGTON ELECTRIC MEMBERSHIP CORPORATION

## INTRODUCTION

This introduction is part of the Bylaws of Washington Electric Membership Corporation (the “Cooperative”). In a cooperative, bylaws set forth rules of governance of the cooperative and describe certain rights and obligations between the cooperative and its members. Bylaws constitute a contract between the member and the cooperative.

Throughout these Bylaws, certain words and phrases are used to indicate “defined terms.” A defined term is either set forth in Article XII at the end of these Bylaws (the “Definitions Article”) or, if included within the text, capitalized and enclosed within parentheses and quotation marks following the defined term’s definition when first used. The location at which a definition in this form is used is also provided in the Definitions Article. The defined terms are capitalized when otherwise used in these Bylaws. (For example, see “Cooperative” in Paragraph 6 of the Definitions Article.)

## ARTICLE I

### Members

**SECTION 1.01. Eligibility for Membership.** Any individual or entity (“Person”) with the capacity to enter a legally binding contract with the Cooperative for generation, transmission, distribution, sale, supply or provision of electric power or energy (“Electric Service”) or any other goods or services reasonably related to the provision of Electric Service is eligible to become a Member of the Cooperative.

An entity includes, but is not limited to, corporations of all types and locations, legally recognizable profit and non-profit unincorporated associations, business trusts, estates, partnerships, limited liability companies, limited liability partnerships, general and limited partnerships, the United States of America, foreign governments, the State of Georgia or any agencies or divisions thereof (collectively, “Entity”).

**SECTION 1.02. Membership Procedures and Requirements.** Unless these Bylaws provide otherwise, or the Board waives same, any eligible Person seeking to become a Member (“Applicant”), or who wishes to remain a Member, must, within a reasonable time of initially using or requesting to use the Cooperative’s retail Electric Service, complete the procedures and comply with the requirements stated in this Bylaw, Section 1.02, to the Cooperative’s reasonable satisfaction (“Membership Procedures and Requirements”).

- (a) Each such Applicant or Member must complete and sign a written membership application in form and substance described by the Cooperative from time to time. Such membership application shall include, without limitation, the Member’s agreement to:

- (1) comply with and be bound by the Cooperative's Articles of Incorporation, Bylaws, rates, tariffs, Service Rules and Regulations and membership application and any other reasonable rules and regulations from time to time adopted or amended by the Cooperative, as well as any supplemental or separate contract between the Applicant and the Cooperative (the "Membership Documents"); and
  - (2) take Electric Service from the Cooperative and pay for same based on such rates and terms as the Cooperative may from time to time prescribe.
- (b) Each such Applicant or Member must:
- (1) pay or make satisfactory arrangement for the payment of any past-due indebtedness owed by the Person to the Cooperative, together with interest as may be due under the Membership Documents;
  - (2) pay or make satisfactory arrangement for the payment of such security deposit, membership fee, contribution-in-aid-of-construction, service connection deposit or any combination of same and such other fees or charges as may be required pursuant to the Membership Documents in effect at the time application is made;
  - (3) pay all prior obligations owed by the person to the Cooperative; and
  - (4) satisfy all other reasonable conditions and requirements established for membership from time to time by the Board of Directors.

Also any person upon receipt of a contract, approved by the Board of Directors in its discretion for wholesale electric service may become a Member by paying the membership fee and executing the contract as approved by the Board of Directors in its discretion.

**SECTION 1.03. Waiver of Membership Procedures and Requirements.** Should the Cooperative ascertain that it is providing retail Electric Service to a Person who has not complied with the Membership Procedures and Requirements, the Cooperative may either waive the Membership Procedures and Requirements and accept the Person as a Member, or, upon written request and refusal by the Member to comply with the Membership Procedures and Requirements, terminate Electric Service to the premises of such Person to which Electric Service is provided.

**SECTION 1.04 Exceptions to Membership Procedures and Requirements.** Notwithstanding the foregoing, an eligible Person is automatically a Member of the Cooperative and consents to being a Member upon:

- (a) initially using or requesting to use retail Electric Service provided by the Cooperative;

- (b) receiving written notice from the Cooperative that retail Electric Service has been or is to be provided by the Cooperative, which notice includes a copy of the Cooperative's Bylaws and Service Rules and Regulations, and further states, in substance:
  - (1) that the Person is automatically a Member and is deemed to consent to being a Member and bound by the Cooperative's enclosed bylaws and Service Rules and Regulations as they may be hereafter adopted or amended, upon initially using or requesting to use retail Electric Service provided by the Cooperative; and
  - (2) that unless the Person notifies the Cooperative in writing within ten (10) days of the Cooperative providing such notice that such Person does not consent to being a Member.

**SECTION 1.05. Retroactive Membership.** Upon discovery that the Cooperative has been furnishing retail Electric Service to any Person other than a Member, it may cease furnishing such Electric Service unless such Person applies for membership in the Cooperative and complies with the foregoing Membership Procedures and Requirements or becomes a Member pursuant to Section 1.04. The membership shall be effective retroactively to the date on which such Person first began receiving such Electric Service. The Cooperative, to the extent practicable, shall correct its membership records and all related records accordingly.

**SECTION 1.06. Joint Membership.** Husband and wife may apply for a Joint Membership or may convert an existing membership held by either to a Joint Membership, and subject to their compliance with the requirements for membership set forth in Section 1.02 of this Article, may be accepted for membership. The term "Member" as used in these Bylaws shall be deemed to include a husband and wife holding a Joint Membership and shall apply equally with respect to the holders of a Joint Membership. Without limiting the generality of the foregoing, the following principles shall apply in respect to joint Members:

- (a) The presence at a meeting of either or both shall be regarded as the presence of one (1) Member and shall constitute a joint waiver of notice of the meeting.
- (b) The vote of either, separately or both jointly, shall constitute one (1) joint vote. Should joint Members, however, disagree as to how a vote should be cast, each joint Member shall be entitled to cast a one-half (1/2) vote.
- (c) A waiver of notice signed by either or both shall constitute a joint waiver.
- (d) A consent signed by either or both shall constitute a consent for both.
- (e) Notice to either shall constitute notice to both.
- (f) Expulsion, suspension or withdrawal of either shall terminate the joint membership.

- (g) Either, but not both concurrently, may be a candidate for or elected or appointed as an officer or member of the Board of Directors, provided that both meet the qualifications of the office.

Upon the death of either spouse holding a Joint Membership, such membership shall be held solely by the survivor; however, the estate of the deceased shall not be released from any debts due the Cooperative.

**SECTION 1.07. Obligations of Members and Applicants for Membership.** In consideration of the Cooperative providing retail Electric Service, each Member shall comply with any reasonable requirement of the Cooperative which enhances the Cooperative's ability to provide safe and reliable Electric Service to the Member and other Members and to reduce the cost of same. Without limitation, each Member receiving retail Electric Service shall:

- (a) purchase from the Cooperative, as soon as Electric Service shall be available, all central station electric energy, capacity and electric distribution service purchased for use on or to serve the premises to which Electric Service is provided by the Cooperative at the request of the Member or the Member's agent, unless temporarily prevented from doing so by causes reasonably beyond the control of the Applicant or Member, and pay therefor, including any monthly amount that may be charged without regard to the amount of electric energy and power actually used under terms and at rates provided in the Membership Documents;
- (b) comply with and be bound by the Membership Documents and any other reasonable rules and regulations from time to time adopted by the Board of Directors;
- (c) upon request by the Cooperative, execute and deliver to the Cooperative grants of easement or rights-of-way over, on and under lands owned by the Member in accordance with such reasonable terms and conditions as the Cooperative may require for the construction, operation, maintenance or relocation of the Cooperative's facilities, lines and equipment;
- (d) pay all sums due the Cooperative under the Membership Documents. (When the Member has more than one service connection from the Cooperative, or other indebtedness owed to the Cooperative, any payment by or on behalf of a Member to the Cooperative shall be deemed to be allocated and credited on a pro rata basis to the Member's outstanding accounts for all such service connections or indebtedness, notwithstanding that the Cooperative's actual accounting procedures do not reflect such proration.);
- (e) have control and total responsibility for all electric wiring, apparatus, equipment and facilities beyond the point where the Cooperative's service wires attach to the Member's service entrance or, if no service entrance exists, the Member's wiring. In this connection, Member shall be responsible for and shall indemnify the



Cooperative, its employees, agents and contractors against death, injury, loss or damage resulting from any defect in or improper use or maintenance of the Member's premises, wiring, apparatus, equipment and facilities receiving or utilizing electric energy;

- (f) make available to the Cooperative a suitable site, as determined by the Cooperative, to place the Cooperative's physical facilities for the furnishing and metering of Electric Service and shall permit the Cooperative's authorized employees, agents and independent contractors to have access thereto at all reasonable times safely and without interference from hostile dogs or any other hostile source, for meter reading, bill collecting and for inspection, maintenance, replacement, relocation, repair or disconnection of such facilities; and
- (g) Be the Cooperative's bailee of such facilities and shall accordingly desist from interfering with, impairing the operation of or causing damage to such facilities, and shall prevent others from so doing. In the event such facilities are interfered with, impaired in their operation or damaged by the Member, or by any other Person, the Member shall indemnify the Cooperative and its employees, agents and contractors against death, injury, loss or damage resulting therefrom, including but not limited to, the Cooperative's cost of repairing, replacing or relocating any such facilities and its loss, if any, of revenues resulting from the failure or defective functioning of its metering equipment.

**SECTION 1.08. Suspension of Membership and Reinstatement of Membership.**

Upon the failure of a Member to pay for Electric Service within the time required, or upon the Member's failure to comply with the Member's obligations set forth in the Membership Documents, which failure results in the Cooperative's termination of Electric Service to the Member's premises, the membership rights of the Member shall be suspended for a period of sixty (60) days from the date that the Electric Service was terminated. If the Member, within the sixty (60) day period, shall pay all sums required by the Cooperative's Membership Documents and shall satisfactorily rectify any other non-compliance with the Membership Documents, and the Cooperative reinstates Electric Service to the premises of the Member, the membership rights shall be automatically reinstated.

Other than the right to receive retired and refunded Capital Credits, and other than rights upon the Cooperative's dissolution, a suspended Member forfeits and relinquishes all rights provided in the Membership Documents. In particular, a suspended Member forfeits and relinquishes any voting rights provided by law, the Articles of Incorporation or these Bylaws. A suspended Member, however, remains subject to all obligations imposed by the Membership Documents.

**SECTION 1.09. Withdrawal.** Any Member may withdraw from membership upon payment in full of all debts, liabilities and obligations of the Member to the Cooperative and in compliance with such other terms and conditions as the Board of Directors may prescribe.

**SECTION 1.10. Termination of Membership.** A Member will be deemed to have withdrawn and terminated his membership in the Cooperative upon the Board of Directors adopting a resolution terminating the Membership following the occurrence of any one of the following:

- (a) A voluntary withdrawal from membership by a Member upon payment in full of all debts, liabilities and obligations of the Member to the Cooperative and compliance with such other terms and conditions as the Board of Directors may prescribe.
- (b) The death or cessation of existence of Member.
- (c) A Member who shall fail to reinstate a membership suspended in accordance with Section 1.08 above shall automatically be deemed to have withdrawn and terminated his membership without the necessity of the adoption of a resolution by the Board of Directors terminating his membership.

**SECTION 1.11. Expulsion.** Member may be expelled from membership pursuant to such reasonable terms and conditions as may from time to time be adopted by the Board of Directors.

**SECTION 1.12. Effect of Withdrawal, Termination and Expulsion.** Upon the withdrawal, termination or expulsion of a Member, the membership of such Person shall terminate. Termination of a membership shall not release any Member or the Member's heirs, administrators, executors, successors or assigns from any debts due the Cooperative. Upon a Member's termination, the Cooperative, after deducting any amounts owed the Cooperative, shall return any deposit paid by the Member and held by the Cooperative. Termination shall not affect the obligations of the Cooperative or of a Member pursuant to a separate contract for wholesale electric service or other contractual service approved by the Board of Directors.

## **ARTICLE II**

### **Meetings of Members**

**SECTION 2.01. Annual Meeting.** The annual meeting of the Members shall be held in the month of October of each year at such time and place within a county in which Electric Service is provided by the Cooperative, as shall be determined by the Board of Directors and designated in the notice of the meeting ("Annual Meeting"). The Annual Meeting shall be for the purpose of electing directors, receiving reports covering the previous fiscal year and transacting such other business as may properly come before the meeting. Nothing in these Bylaws shall be construed, however, to authorize the consideration of any matter which, under these Bylaws, the Articles of Incorporation or any provision of law, are required to be, but have not been stated in the notice of the Annual Meeting.

**SECTION 2.02. Special Meeting.** Special meetings, or a special meeting in lieu of the Annual Meeting of Members, may be called by the President and a majority of the Board of Directors currently in office, or not less than ten percent (10%) of the Members of the Cooperative (“Special Member Meeting”). The written request of Members shall:

- (a) be contained on one or more pages, each of which must described the purpose of the Special Member Meeting;
- (b) contain the Member’s dated signature and adjacent thereto, the signing Member’s printed name and address; and
- (c) be submitted to the Secretary of the Cooperative within sixty (60) days following the first Member signature.

Upon submission of a complete and valid request to the Secretary of the Cooperative, it shall be the duty of the Secretary to promptly cause notice of such meeting to be given to the Members. A Special Member Meeting may be held at such place within a county in which Electric Service is provided by the Cooperative on such date not sooner than fifteen (15) days after the submission of a complete and valid request is received by the Secretary of the Cooperative, and beginning at such hour as determined by the Board of Directors and specified in the notice of the Special Member Meeting. If, within thirty (30) days of receiving a complete and valid written request from Members, the Cooperative fails to properly notify the Members of the Special Member Meeting, then a Member signing a written request may reasonably set the time, place and location of the Special Member Meeting and properly notify Members of same.

**SECTION 2.03. Notice of Members’ Meetings.** The Cooperative shall provide written notice to each Member of record then entitled to vote at an Annual Meeting, stating the place, day and hour of the meeting (and in case of a properly requested Special Member Meeting, the purpose or purposes for which the meeting is called). Such notice shall be provided not less than five (5) days, if notice is provided by first class mail (ten (10) days if notice is provided by a means other than first class mail) nor more than ninety (90) days before the date of the meeting. In making such computation, the date of the meeting shall not be counted. Such notice may be provided by any means provided in Section 7.11 of these Bylaws. The failure of any Member to receive notice of an Annual or Special Member Meeting (collectively “Member Meeting”), which has been given by means described in Section 7.11 shall not invalidate any action which may be taken by the Members at any such meeting.

**SECTION 2.04 Waiver of Notice.** Notice of any Member Meeting need not be given to any Member who signs a waiver of notice either before or after the Member Meeting. Attendance of a Member or a Spouse Representative of a Member at a Member Meeting shall of itself constitute waiver of notice and waiver of any and all objections to the place of the meeting, the time of the meeting or the manner in which it has been called or convened, except when a Member or the Member’s Spouse Representative attends a Member Meeting solely for the purpose of stating at the beginning of the meeting any such objection or objections to the transaction of business.

**SECTION 2.05. Record Date.**

- (a) For the purpose of determining Members entitled to notice of or to vote at a Member Meeting or any adjournment thereof, or in order to make a determination of Members for any other proper purpose, the Board of Directors may provide that the membership books shall be closed for a stated period not to exceed ninety (90) days;
- (b) In lieu of closing the membership books, the Board of Directors may fix, in advance, a date as the record date for any such determination of Members, such date in any case to be not more than ninety (90) days prior to the date on which the particular action requiring such determination of Members is to be taken;
- (c) If the membership books are not closed and no Record Date is fixed for the determination of Members entitled to notice of or to vote at a Member Meeting, the date on which notice of the meeting is mailed to all Members shall be the Record Date for such determination of membership or, if such notice is not mailed to all Members on the same date, the date five (5) days prior to the meeting shall be the Record Date for such determination of membership;
- (d) When the determination of Members entitled to vote at any Member Meeting has been made as provided in this Section 2.05, such determination shall apply to any adjournment thereof unless the Board of Directors fixes a new Record Date for the adjourned meeting.

**SECTION 2.06. Quorum.** Attendance in person of at least one hundred fifty (150) Members of the Cooperative or persons who represent Members in accordance with Section 2.07 below shall constitute a quorum for any Member Meeting. A majority of those present may adjourn the meeting from time to time whether or not a quorum is present. When a meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken; and at the adjourned meeting, any business may be transacted that might have been transacted on the original date of the meeting.

**SECTION 2.07. Representation of Members.**

- (a) An officer of an Entity, an individual having general authority to act for an Entity with respect to obtaining, monitoring and paying for Electric Service from the Cooperative, or other duly-authorized individual shall, unless determined otherwise by the Credential and Election Committee, be deemed authorized to vote the membership of such Entity Member (“Entity Representative”).
- (b) Unless it is made to appear otherwise by writing executed by the Member and filed with the Secretary or the Secretary’s designated representative prior to a Member Meeting, a spouse of a Member who presents himself or herself to the Secretary or

the Secretary's designated representative at a Member Meeting as a representative of such Member, shall, unless determined otherwise by the Credentials and Election Committee, be deemed authorized to register and act for the Member he or she purports to represent in as full and ample manner as if the Member were present and personally acting at the meeting ("Spouse Representative"). The presence of the Member purported to be represented by his or her Spouse Representative when made known to the Secretary, or the Secretary's designated representative shall, however, revoke the authority hereby created and only the Member shall be entitled to act and vote at such meeting.

- (c) Except as is expressly provided for in this Section 2.07, no other Person shall have the authority to represent, act or vote for any Member at a Member Meeting.

**SECTION 2.08. Registration.** In order to participate at a Member Meeting, a Member, a Spouse Representative or an Entity Representative on behalf of the Member must register with one or more persons designated by the Board ("Member Meeting Registrar"). Unless determined otherwise by the Credentials and Election Committee, upon registration, such Member shall be deemed present and authorized to participate in the Member Meeting ("Registered Member").

**SECTION 2.09. Voting.** Each Registered Member who is not in a status of suspension shall be entitled to only one vote upon each matter submitted to a vote at a Member Meeting. At all Member Meetings at which a quorum is present, the affirmative vote of a majority of the Registered Members represented at the meeting shall be the act of the membership unless the vote of a greater number is required by the Membership Documents or by law; PROVIDED, however, when a quorum is once present to organize a meeting, the Registered Members present may continue to do business at the meeting or at any adjournment thereof, notwithstanding the withdrawal of enough Registered Members to leave less than a quorum.

**SECTION 2.10. Order of Business.** The Board of Directors shall determine the agenda and order of business for the Member Meetings.

**SECTION 2.11. Credentials and Election Committee.** The Board of Directors, may, before or during any Member Meeting, appoint a Credentials and Election Committee ("Credentials and Election Committee"). The Credentials and Elections Committee shall automatically disband and have no further authority upon the completion of its duties arising from the Member Meeting for which it was appointed. The Credentials and Election Committee shall consist of an uneven number of Members not less than three (3) nor more than fifteen (15). Credentials and Election Committee members shall not be members of the Nominating Committee, Cooperative employees, directors or candidates for director or a Close Relative of any of the foregoing persons. In appointing the Credentials and Election Committee, the Board may consider the equitable representation of the several areas served by the Cooperative. The Board shall appoint a chairman and a secretary.

It shall be the responsibility of the Credentials and Election Committee:

- (a) to establish or approve and oversee the manner of conducting Member registration and voting;
- (b) to rule upon all questions that may arise relating to Member registration, voting and the election of directors, including, without limitation:
  - (1) ruling upon any dispute or question concerning the validity of petitions of nomination and the eligibility of candidates for election to the Board of Directors;
  - (2) ruling upon any dispute or question concerning the eligibility of any individual who presents themselves at a Member Meeting to register as a Registered Member;
  - (3) ruling upon any dispute or question concerning the validity of any proxy;
  - (4) ruling upon any dispute or question concerning the eligibility of any individual who presents themselves at the Member Meeting to vote on behalf of an entity which is a Member entitled to vote at such Member Meeting;
  - (5) ruling upon any dispute or question concerning the eligibility of any individual who presents themselves at the Member Meeting to vote as a Member Proxy at such Member Meeting;
  - (6) ruling upon any dispute or question concerning the eligibility of any individual who presents themselves at the Member Meeting to vote as a Member Proxy of an entity which is a Member entitled to vote at such Member Meeting;
  - (7) ruling upon all other questions that may arise with respect to the registration of Members;
  - (8) ruling upon the effect of any ballots or votes irregularly marked or cast;
  - (9) tabulating all ballots cast; and
- (c) upon the request of the Board of Directors, to rule upon the eligibility of any sitting director or candidate for director; and
- (d) to serve as arbitrators for any protest relative to whether an individual is qualified to run for director, the registration of Persons as Registered Members, and any ruling or vote count made at a Member Meeting. Such protest must be in writing, signed by one or more Members (“Protestor(s)”), and filed with the Chairman or Secretary of the Credentials and Election Committee or their designee(s) not later than 5:00 p.m., on the third (3rd) business day following the adjournment of the meeting in which the voting is conducted. The Credentials and Election Committee

shall be reconvened, after the Chairman's notice to all affected candidates. The Credentials and Election Committee shall hear such evidence as is presented by the Protestor(s) and any affected candidate, all of whom may be heard in person, by counsel, or both. The Credentials and Election Committee shall, within thirty (30) days after such hearing, render its decision. The Credentials and Election Committee shall act by majority vote and may not act on any matter unless a majority of the Credentials and Election Committee is present at a meeting. The Credentials and Election Committee's arbitration decision on all matters covered by this Section shall be final.

**SECTION 2.12. Rules of Order.** Parliamentary procedure at any Member Meeting shall be governed by the most recent edition of Robert's Rules of Order, except to the extent such procedure is otherwise controlled by law, the Articles of Incorporation or these Bylaws, or such other reasonable procedures as prescribed by the Credentials and Election Committee. Any failure to conduct the meeting in compliance therewith, however, shall not render invalid any action taken at the meeting unless objection citing such failure is made at the time such action is taken.

### **ARTICLE III**

#### **Directors**

**SECTION 3.01 General Powers of Board of Directors.** The business and affairs of the Cooperative shall be managed by a Board of seven (7) to nine (9) Directors, as shall be determined, from time to time, by vote of not less than two-thirds (2/3) of the Directors. All corporate powers of the Cooperative except such as are by law, the Articles of Incorporation of the Cooperative or by these Bylaws conferred upon or reserved to the Members shall be exercised by the Board of Directors or under the authority of the Board of Directors. No reduction in the size of the Board shall operate to shorten the term of any incumbent Director.

**SECTION 3.02 Geographical Representation.** The area served by the Cooperative shall be divided into geographic districts so as to include in each district substantially the same number of Members, and one (1) Director shall be elected from each of said districts. The boundaries of the several districts shall be established by a map prepared from the records of the Cooperative and approved by the Board of Directors, and said boundaries may be altered in the same manner when changing conditions warrant. Any change to the geographical composition of the districts shall require the affirmative vote of not less than two-thirds (2/3) of the Board of Directors, and no reduction in the number of districts shall operate to shorten the term of any incumbent Director.

**SECTION 3.03 Tenure and Election.** Directors shall serve for a term of three (3) years and until the third succeeding Annual Meeting of the Members after each Director was elected or until their successors shall have been elected and qualified.

**SECTION 3.04 Qualifications of Directors.** No person shall be eligible to become or remain a Board member of the Cooperative:

- (a) Who is not eighteen (18) years of age or older.
- (b) Who is not a Member of the Cooperative.
- (c) Who is not a bona fide resident of the District to be represented.
- (d) Who is a member of, employed by or financially interested in an enterprise or organization that competes with the Cooperative or regularly contracts with the Cooperative, except such employment, membership or financial interest which is, in the judgment of the directors, excluding the Director in question, so inconsiderable and incidental as not to pose a reasonable prospect of a conflict of interest.
- (e) Who is, at the time of the Member's nomination or election or re-election, an incumbent holding an elective public office in connection with which a salary is paid.
- (f) Who is or has been, within three (3) years immediately preceding the date of the Annual Meeting in which the directorship is to be voted upon, an employee of the Cooperative, an employee or director of a competing utility or enterprise, a Close Relative of an employee of the Cooperative, or a Close Relative of an employee or director of a competing utility or enterprise; and
- (g) Who, once elected, has failed to attend more than four (4) consecutive meetings of the Board, except when such absence is excused by a vote of the Board of Directors for reasonable cause, or who has failed to attend, for any reason, twelve (12) consecutive meetings of the Board, or who has been determined by the Board to be incapable, physically or mentally, of fulfilling the duties of a Director.

“Close Relative” as used in these Bylaws means one who bears a relationship by blood or marriage as follows: spouse, parent, child, grandchild, grandparent, uncle, aunt, nephew or niece.

Upon establishment of the fact that a Board member is holding the office in violation of any one of the foregoing provisions, the Board shall remove such member from office.



### **SECTION 3.05. Nominations.**

- (a) Not less than sixty (60) days before the date of the meeting at which members of the Board of Directors are to be elected, the Board of Directors shall appoint a committee on nominations, consisting of not less than five (5) nor more than eleven (11) Members who shall be selected so as to give equitable representation on the Committee for the geographical areas served by the Cooperative (the “Nominating Committee”). No Board Member, nor Close Relative of a Board Member, may serve on such committee. The committee shall meet and nominate not less than one (1) qualified Member(s) for each seat on the Board of Directors for which a vacancy will occur by term expiration. The committee shall report such nominations to the Board not less than forty-five (45) days before the meeting.
- (b) In addition, any one hundred (100) or more Members of the Cooperative acting together may make additional nominations in writing submitted to the Secretary of the Cooperative not less than forty-five (45) days prior to the meeting (the “Nominating Petition”), and the Nominating Petition shall:
  - (1) list on each page of the Nominating Petition the name of the Member to be nominated;
  - (2) indicate on each page of the Nominating Petition the director position (by naming the incumbent director) for which the Member so nominated will run; and
  - (3) contain the printed names, addresses, telephone numbers and original dated signatures signed within sixty (60) days of the first signature.
- (c) No nominations other than those provided for in, and made pursuant to, this Section 3.05 shall be in order.

**SECTION 3.06. Notice of Nominees.** The Secretary shall be responsible for posting at the headquarters of the Cooperative the nominees for the election made by the Nominating Committee and by petition, and if received forty-five (45) days prior to such meeting, shall include same in the notice to the Members for the meeting at which the election is to be held.

### **SECTION 3.07. Manner of Voting for and Election of Directors.**

- (a) Directors shall be elected to fill the seats for those directors whose terms are expiring at each Annual Meeting.
- (b) Voting for election of directors shall be by secret ballot; PROVIDED, however that when a nominee has no opposition, secret written ballots shall be dispensed with in respect to that particular election, and voting may be conducted at the Annual

Meeting by voice vote or in any other proper manner. Balloting for contested elections of directors shall begin not less than one and one-half hours (1½) and not more than three (3) hours prior to the commencement of the business session of the Annual Meeting with the report on the number of Members present and Persons represented in order to determine the existence of a quorum. Ballot boxes shall be opened and maintained during such period.

- (c) Directors shall be elected by the majority vote of the Registered Members present and voting in person or by proxy at the meeting at which the election is to be held. Should no candidate receive the requisite majority vote, the winner shall be chosen by additional secret ballots between the two candidates receiving the highest number of votes in the prior balloting.

**SECTION 3.08. Removal.** A Director may be removed from office with or without cause at any meeting of the membership with respect to which notice of such action has been given, pursuant to the requirements and procedures established by the Georgia Electric Membership Act.

**SECTION 3.09. Vacancies.** Vacancies occurring on the Board of Directors shall be filled by a majority vote of the remaining Directors, and Directors thus elected shall serve until the expiration of the term of the Director causing such vacancy.

**SECTION 3.10. Failure of Compliance.** Failure to comply with any of the provisions of this Article as to the election of Directors, except bad faith or intentional failure to comply, shall not affect the validity of the election of any Directors. In no event shall it invalidate the actions of all or any of the Directors taken thereafter.

**SECTION 3.11. Compensation; Expenses.** For their services as such, Directors shall receive no salary, but they shall, on a per diem basis, receive such compensation as is fixed by resolution of the Board of Directors. Directors shall also receive advancement or reimbursement of any travel and out-of-pocket expenses actually, necessarily and reasonably incurred, in the performance of their duties.

**SECTION 3.12. Emeritus Director.** The position of an emeritus Director is hereby established in recognition of long and meritorious service rendered by Directors to the Cooperative while serving as a member of the Board of Directors. A Director shall become eligible for the position of emeritus Director upon:

- (a) Having attained his 70th birthday.
- (b) Having served nine (9) consecutive years on the Board of Directors.
- (c) Having filed his written request to become an emeritus Director.
- (d) Being, at the time of his election, a Member of the Cooperative.

An emeritus Director shall, upon request of the Board of Directors, attend meetings of the Board of Directors but shall have no vote on any matter pending before the Board of Directors. The emeritus Director shall not receive any compensation by virtue of his position or services as an emeritus Director nor shall he receive reimbursement for expenses incurred in his duties as emeritus Director except in instances in which the emeritus Director is given specific assignments by the Board of Directors and in such cases, the emeritus Director shall receive per diem and mileage in an amount to be determined by the Board. Notwithstanding the foregoing, however, the Cooperative shall provide medical and hospital insurance to the same extent as such coverage is from time to time provided to employees and Directors of the Cooperative.

Such status may be revoked by vote of two-thirds (2/3) of the Board of Directors.

**SECTION 3.13. Rate Schedules, Policies, Rules and Regulations.** The Board of Directors shall have power to make, adopt, amend and promulgate such policies, rate schedules, rules and regulations and terms of providing Electric Service not inconsistent with the law or the Articles of Incorporation or Bylaws of the Cooperative as it may deem advisable for the management, administration, operation, financing and regulation of the business and affairs of the Cooperative.

## **ARTICLE IV**

### **Meeting of Directors**

**SECTION 4.01. Regular Meetings of Directors.** A regular meeting of the Board of Directors shall also be held monthly or more often at such time and place within one of the counties in which the Cooperative provides electric service, as the Board of Directors may provide by resolution. Such regular meetings may be held without notice, except when business to be transacted thereat shall require special notice; PROVIDED, that any director absent from any meeting of the Board at which such a resolution initially determines or makes any change in the date, time or place of a regular meeting shall be entitled to receive written notice of such determination or change at least five (5) days prior to the next meeting of the Board; AND PROVIDED FURTHER that if a policy therefor is established by the Board, the Chairman of the Board may change the date, time or place of a regular monthly meeting for good cause and upon at least five (5) days' notice thereof to all Directors.

**SECTION 4.02. Special Meetings.** Special Meetings of the Board of Directors may be called by the President, the Chairman of the Board of Directors, or any three (3) Directors. The person or persons authorized to call Special Meetings of the Board of Directors may fix the time and place for the holding of any Special Meeting of the Board of Directors called by them, which shall, unless authorized by a majority of the entire Board of Directors, be in Washington County, Georgia.

**SECTION 4.03. Meeting By Telephone.** Unless the majority of the Board agrees otherwise, the members of the Board of Directors, or any committee designated by such Board, may participate in a meeting of such Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting in this manner shall constitute presence in person at such meeting.

**SECTION 4.04. Written Consent.** Any action which may or which is required to be taken at a meeting of the Board of Directors may be done without a meeting if a written consent setting forth the action so taken is signed by all the directors and filed with the minutes of the proceedings of the Board of Directors.

**SECTION 4.05. Notice and Waiver of Notice.** Notice of the time, place and purpose of any special meeting of the Board of Directors shall be given by or at the direction of the Chairman of the Board, the Secretary or the persons calling the meeting. The notice shall be given to each director at least five (5) days prior to the meeting by written notice, as provided in Section 7.11 of these Bylaws. Notice of a meeting of the Board of Directors need not be given to any director who signs a waiver of notice either before or after the meeting. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except when a director shall attend a meeting for the express purpose of objecting to the transaction of any business because the meeting shall not have been lawfully called or convened, which objection shall be voiced at the commencement of the meeting.

**SECTION 4.06. Quorum for Meeting of Directors.** A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. A majority of the directors present may adjourn the meeting to another time and place without further notice whether or not a quorum is present; PROVIDED, that a director who, by law or these Bylaws, is disqualified from voting on a particular matter shall not, with respect to consideration of and action upon that matter, be counted in determining the number of directors in office or present; AND PROVIDED FURTHER that, if less than a quorum be present at a meeting, a majority of the directors present may adjourn the meeting from time to time, but shall cause the absent directors to be duly and timely notified of the date, time and place of such adjourned meeting.

**SECTION 4.07. Action of Board of Directors.** The vote of a majority of Directors present and voting at the time of the vote, if a quorum is present at such time, shall be the act of the Board of Directors unless the vote of a greater number is required by law, the Articles of Incorporation or these Bylaws.

## ARTICLE V

### Officers

**SECTION 5.01. Number and Title.** The officers of the Cooperative shall be a Chairman, Vice-Chairman, Secretary and Treasurer and such other officers as may be determined by the Board from time to time. The offices of Secretary and Treasurer may be held by the same person.

**SECTION 5.02. Election and Term of Office.** The officers shall be elected annually by and from the Board of Directors at the first meeting of the Board of Directors held after each Annual Meeting of the Members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as feasible. Each officer shall hold office until the first meeting of the Board of Directors following the next succeeding Annual Meeting of the Members or until his successor shall have been duly elected and shall have qualified, subject to the provisions of these Bylaws with respect to the removal of officers. Any other officers may be appointed by the Board from among such persons, and with such title, tenure, responsibilities and authorities as the Board of Directors may from time to time deem advisable.

**SECTION 5.03. Removal.** Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever, in its judgment, the best interests of the Cooperative will be served thereby.

**SECTION 5.04. Vacancies.** Except as otherwise provided in these Bylaws, a vacancy in any office may be filled by the Board of Directors for the unexpired portion of the term.

**SECTION 5.05. Chairman.** The Chairman, if present, shall preside at all meetings of the Board of Directors and Members, unless waived by a majority of those present and voting at such meeting, shall have general supervision, direction and control of the business and affairs of the Cooperative, and shall have the general powers and duties of management usually vested in the office of Chairman of the Board of a Cooperative and shall further have such powers and duties as may be prescribed by the Board of Directors or these Bylaws; provided, that certain duties and authorities normally exercised by the chief executive officer of a cooperative may, upon resolution by the Board of Directors, be delegated through job descriptions or other written policies or procedures to the President/Chief Executive Officer or other employee, officer or agent of the Cooperative.

**SECTION 5.06. Vice-Chairman.** In the absence of the Chairman, or in the event of his inability or refusal to act, the Vice-Chairman shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all of the restrictions upon the Chairman and shall perform such other duties as from time to time may be assigned to him by the Board of Directors.

**SECTION 5.07. Secretary.** The Secretary shall be responsible for:

- (a) Keeping the minutes of the meetings of the Members and the Board of Directors in one or more books provided for that purpose;
- (b) Seeing that all notices are duly given in accordance with these Bylaws or as required by law;
- (c) Safekeeping of the seal of the Cooperative and affixing the seal to all documents, the execution of which on behalf of the Cooperative under its seal, is duly authorized in accordance with the provisions of these Bylaws;
- (d) Keeping a register of the post office address of all Members;
- (e) The general charge of the books of the Cooperative in which a record of the Members is kept;
- (f) Keeping on file at all times a complete copy of the Bylaws of the Cooperative containing all amendments thereto, which copy shall always be open to the inspection of any Member and furnishing a copy of the Bylaws and all amendments thereto to a Member upon such Member's request;
- (g) In general, performing all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Board of Directors.

**SECTION 5.08. Treasurer.** The Treasurer shall be responsible for:

- (a) Custody of all funds and securities of the Cooperative;
- (b) The receipt and issuance of receipts for monies due and payable to the Cooperative from any source whatsoever and for deposit of all such monies in the name of the Cooperative in such depositories or investments as shall be selected in accordance with the provisions of these Bylaws;
- (c) In general, performance of all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board of Directors.

**SECTION 5.09. Delegation of Secretary's and Treasurer's Responsibilities.**

Notwithstanding the duties, responsibilities and authorities of the Secretary and of the Treasurer hereinbefore provided in Sections 5.07 and 5.08, except as otherwise limited by law, the Board of Directors, by resolution, may delegate, wholly or in part, the responsibility and authority for, and the regular or routine administration of, one or more of such officers' duties to one or more agents or other officers of the Cooperative who are not directors. To the extent that the Board does so delegate with respect to either such officer, that officer as such shall be released from such duties, responsibilities and authorities.

**SECTION 5.10. President/CEO.** The Board of Directors may appoint a President/Chief Executive Officer who may be, but shall not be required to be, a Member of the Cooperative. The President/Chief Executive Officer shall perform such duties as the Board of Directors may from time to time require of him and shall have such authority as the Board of Directors may from time to time vest in him.

**ARTICLE VI**

**Non-Profit Operation**

**SECTION 6.01. Non-Profit Operation.** The Cooperative shall at all times be operated on a cooperative non-profit basis for the mutual benefit of its patrons.

**SECTION 6.02. Patronage Capital in Connection with Furnishing Electric Service-Receipt.** In the furnishing of Electric Service, the Cooperative's operation shall be so conducted that all patrons receiving retail Electric Service will, through their patronage, furnish capital for the Cooperative, and all patrons receiving wholesale Electric Service shall be served at the cost of service. In order to induce patronage and to assure that the Cooperative will operate on a non-profit basis, the Cooperative is obligated to account on a patronage basis to all its patrons for all amounts received and receivable from the furnishing of Electric Service in excess of operating costs and expenses properly chargeable against the furnishing of Electric Service. All such amounts in excess of operating cost and expenses at the moment of receipt by the Cooperative are received with the understanding that they are furnished by the patrons as capital. No interest or dividend shall be paid or be payable by the Cooperative on any capital furnished by its patrons.

**SECTION 6.03. Patronage Capital - Accounts.** The Cooperative is obligated to pay by credits to a capital account for each patron all such amounts in excess of operating costs and expense. The books and records of the Cooperative shall be set up and kept in such a manner that at the end of each fiscal year, the amount of capital, if any, so furnished by each patron is clearly reflected and credited in an appropriate record to the capital account of each patron. The Cooperative shall, within eight and one-half months after the close of the fiscal year, notify each patron in writing of the exact amount of capital credits allocated to the patron. Notwithstanding any other provision of these Bylaws to the contrary, the Board of Directors, at its discretion, may allocate capital credits for an individual Member or class of members based upon margins contributed, rates, costs-of-service for that Member or that class.

**SECTION 6.04. Patronage Capital - Status as Such - Security Interest.** All such amounts credited to the capital account of any patron shall have the same status as though they had been paid to the patron in cash in pursuance of a legal obligation to do so and the patron had then furnished the Cooperative corresponding amounts of capital and shall be held subject to the security interest provided in Section 6.11 below.

**SECTION 6.05. Other Patronage Capital - Allocation.** All other amounts received by the Cooperative from its operation in excess of costs and expenses shall, insofar as permitted by law, be:

- (a) Used to offset any losses incurred during the current or any prior fiscal year; and
- (b) To the extent not needed for that purpose, allocated to its patrons on a patronage basis and any amount so allocated shall be included as a part of the capital credited to the accounts of the patrons as herein provided.

**SECTION 6.06. Patronage Capital From Other Organizations.** Notwithstanding any other provision of these Bylaws, the Board shall have the power to adopt rules providing for the separate accounting for and procedure for the retirement of such other amounts of capital credited to the accounts of the Cooperative by other organizations in which the Cooperative is a member. Such rules shall, among other things:

- (a) Establish a method for determining portions of such capital credited to each of the Cooperative's patrons for each applicable fiscal year.
- (b) Provide for the separate identification thereof for each patron on the Cooperative's books.
- (c) Provide for appropriate notification thereof to patrons.
- (d) Preclude a general or special retirement thereof prior to actual receipt of such capital by the Cooperative.

**SECTION 6.07. Patronage Capital - Dissolution.** In the event of dissolution or liquidation of the Cooperative, to the extent that sufficient assets are available:

- (a) All debts and liabilities of the Cooperative shall be paid; then
- (b) All capital furnished through patronage shall be retired without priority on a pro rata basis; then
- (c) Any remaining property and assets of the Cooperative shall be distributed, to the extent possible, among the Members and former Members in the proportion which the aggregate patronage of each bears to the total patronage of all Members during the period of the Cooperative's existence.

**SECTION 6.08. Patronage Capital - Distribution Prior to Dissolution.** If at any time prior to dissolution or liquidation, the Board of Directors shall determine that the financial condition of the Cooperative will not be impaired thereby, the capital then credited to patron's accounts may be retired in full or in part. In no event, however, may such capital be retired unless, after the proposed retirement, the capital of the Cooperative shall equal at least forty percent (40%) of the total assets of the Cooperative.



**SECTION 6.09. Patronage Capital - Distribution to Estates or Representatives of Deceased Members.** Notwithstanding any other provision of these Bylaws, the Board of Directors, at its discretion, shall have the power, upon the death of any natural patron, if the legal representatives of his estate shall request in writing that the capital credited to any such patron be retired prior to the time such capital would otherwise be retired under the provision of these Bylaws, to retire capital credited to any such patron, discounted to present value, immediately upon such terms and conditions as the Board of Directors, acting under policies of general application and the legal representatives of such patron's estate shall agree upon; provided, however, that the financial condition of the Cooperative will not be impaired thereby.

**SECTION 6.10. Patronage Capital - Assignment.** Capital credited to the account of each patron shall be assignable only on the books of the Cooperative pursuant to written instruction from the assignor and only to successors in interest or successors in occupancy in all or part of such patron's premises served by the Cooperative unless the Board of Directors, acting under policies of general application, shall determine otherwise.

**SECTION 6.11. Cooperative's Security Interest and Right to Set-Off.** Notwithstanding any other provision of these Bylaws, all amounts credited to the capital account of any Member pursuant to this Article, and any other sums held by Cooperative which are payable or may become payable to such Member, and all payments or other distributions thereof, shall be held by Cooperative subject to a security interest in favor of Cooperative therein to secure the payment of all debts of such Member to the Cooperative, whether for Electric Service or otherwise, and may be set off against such debts at the time such debts or distributions would become payable to such Member by the Cooperative.

**SECTION 6.12. Patronage Capital Contract with Member.** The patrons of the Cooperative, by dealing with the Cooperative, acknowledge that the terms and provisions of the Articles of Incorporation and Bylaws shall constitute and be a contract between the Cooperative and each patron, and both the Cooperative and the patrons are bound by such contract as fully as though each patron had individually signed a separate instrument containing such terms and provisions.

- (a) Non-Member Patrons and Non-Member former Patrons shall have none of the rights granted by the Governing Documents to Members, other than the rights to:
  - (1) Be allocated and paid by credit to a Capital account Capital Credits and Affiliated Capital Credits; and
  - (2) Receive retired and refunded Capital Credits and Affiliated Capital Credits; and
- (b) Non-Member Non-Patrons shall have none of the rights granted by the Governing Documents to Members.

## ARTICLE VII

### Operations and Miscellaneous

**SECTION 7.01. Bonds of Officers and Employees.** The Board of Directors shall require the Treasurer and any other officer of the Cooperative charged with the responsibility for the custody of any of its property to be bonded in such sum and with such surety as the Board of Directors shall determine. The Board of Directors may, in its discretion, require any other officers, agent or employee of the Cooperative to be bonded in such amount and with such surety as the Board shall determine. All premiums and expenses associated with the acquisition and maintenance of the bonds for such officers, agents or employees shall be paid by the Cooperative.

**SECTION 7.02. Reports.** The Cooperative shall, within four (4) months of the close of the fiscal year, prepare reports covering the business of the Cooperative for the previous fiscal year and showing the condition of the Cooperative at the close of such fiscal year. Such report shall be provided to any Member requesting it.

**SECTION 7.03. Fiscal Year.** The fiscal year of the Cooperative shall be as determined by the Board of Directors.

**SECTION 7.04. Authority for Execution of Instruments.** The Board of Directors, except as otherwise provided by these Bylaws or by law, may authorize any officer or officers, agent or agents to enter into any contract or 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; and unless so authorized, no officer, agent, or employee shall have any power or authority to bind the Cooperative by any contract or engagement, or to pledge its credit or to render it liable for any sum of money, or for any other purpose.

**SECTION 7.05. Checks, Drafts, Etc.** All checks, drafts or other order for the payment of money, and all notes or other evidences of indebtednesses issued in the name of the Cooperative shall be signed by such officer or officers, agent or agents, or employee or employees of the Cooperative and in such manner as shall from time to time be determined by resolutions of the Board of Directors.

**SECTION 7.06. Bank Accounts and Deposits.** All funds of the Cooperative shall be deposited from time to time to the credit of the Cooperative in such banks, bankers, trust companies or other depositories as the Board of Directors may select or as may be selected by an officer or officers, agent or agents of the Cooperative to whom such power may be delegated from time to time by the Board.

**SECTION 7.07. Membership in Other Organizations.** The Cooperative shall not become a member of or purchase stock in any other organization without an affirmative vote of the Directors.

**SECTION 7.08. Books, Records, Accounting Systems and Reports.** The Cooperative shall keep and maintain at its principal place of business, adequate and correct accounts of the properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, and margins in capital.

**SECTION 7.09. Obligations of Cooperative for Service.** The Cooperative will use its best efforts to furnish adequate and dependable electric service, although THE COOPERATIVE CANNOT AND THEREFORE DOES NOT GUARANTEE A CONTINUOUS AND UNINTERRUPTED SUPPLY OF ELECTRICITY.

**SECTION 7.10. Circulation of Newsletter.** For the purpose of disseminating information devoted to the science of agriculture, to agricultural cooperation and to productive means of exploiting electric energy, the Board of Directors shall be authorized to periodically circulate a newsletter to the Members. The annual subscription therefor in the amount of One Dollar (\$1.00) or more shall be deducted from any funds accruing in favor of such Members so as to reduce such funds in the same manner as with any other expense of the Cooperative.

**SECTION 7.11. Notice.** In these Bylaws:

- (a) Notice Type. Unless otherwise provided in these Bylaws, notice may be:
  - (1) Oral or written; and
  - (2) Communicated:
    - (i) In person;
    - (ii) By telephone, telegraph, teletype, facsimile, electronic communication, or other form of wire or wireless communication;
    - (iii) By mail or private carrier; or
    - (iv) If the above-listed forms of communicating notice are impractical, then by newspaper of general circulation in the area where published; or radio, television, or other form of public broadcast communication.

If addressed, or delivered, to an address shown in the Membership List, then a written notice or report delivered as part of a newsletter, magazine, or other publication regularly sent to Members constitutes a written notice or report to all Members:

- (1) Residing at the address; or
  - (2) Having the same address shown in the Membership List.
- (b) Notice Effective Date. If communicated in a comprehensible manner, then unless otherwise provided in these Bylaws:
- (1) Oral notice is effective when communicated; and
  - (2) Written notice is effective upon the earliest of:
    - (i) When received;
    - (ii) When left in a conspicuous place on Member’s premises;
    - (iii) With the postmark evidencing deposit in the United States Mail, if correctly addressed and:
      - (A) Mailed with first class postage affixed, then five (5) days after deposit in the United States Mail; or
      - (B) Mailed with other than first class, registered, or certified postage affixed, then thirty (30) days after deposit in the United States Mail; or
  - (3) If sent by registered or certified mail, return receipt requested, and if the return receipt is signed by, or on behalf of, the addressee, then on the date indicated on the return receipt.

Written notice is correctly addressed to a Member if addressed to the Member’s address shown in the Membership List.

**SECTION 7.12. Governing Law.** These Bylaws must be governed by, and interpreted under, the laws of the State of Georgia.

**SECTION 7.13. Titles and Headings.** All titles and headings of Bylaw articles, sections and sub-sections are for convenience and reference only, and do not affect the interpretation of any Bylaw article, section or sub-section.

**SECTION 7.14. Partial Invalidity.** When reasonably possible, every Bylaw article, section, sub-section, paragraph, sentence, clause or provision (collectively “Bylaw Provision”) must be interpreted in a manner by which the Bylaw Provision is valid. The invalidation of any Bylaw Provision by any Entity possessing proper jurisdiction and authority, which does not alter the fundamental rights, duties, and relationship between the Cooperative and Members, does not invalidate the remaining Bylaw Provisions.

**SECTION 7.15. Cumulative Remedies.** The rights and remedies provided in these Bylaws are cumulative. The Cooperative or any Member asserting any right or remedy provided in these Bylaws does not preclude the Cooperative or Member from asserting other rights or remedies provided in these Bylaws.

**SECTION 7.16. Entire Agreement.** Between the Cooperative and any Member, the Governing Documents:

- (a) Constitute the entire agreement; and
- (b) Supersede and replace any prior or contemporaneous oral or written communication or representation.

**SECTION 7.17. Successors and Assigns.** To the extent allowed by law:

- (a) The duties, obligations and liabilities imposed upon the Cooperative or any Member by these Bylaws are binding upon the successors and assigns of the Cooperative or Member; and
- (b) The rights granted to the Cooperative by these Bylaws inure to the benefit of the Cooperative’s successors and assigns.

The binding nature of the duties, obligations and liabilities imposed by these Bylaws upon the successors and assigns of the Cooperative and any Member does not relieve the Cooperative or Member of the duties, obligations and liabilities imposed by these Bylaws upon the Cooperative or Member.

**SECTION 7.18. Waiver.** The failure of the Cooperative or any Member to assert any right or remedy provided in these Bylaws does not waive the right or remedy provided in these Bylaws.

**ARTICLE VIII**

**Indemnification and Insurance**

**SECTION 8.01. Indemnification.** The Cooperative shall indemnify each person who is or was a Director, officer, employee or agent of the Cooperative (including the heirs, executors, administrators or estate of such person) or is or was serving at the request of the Cooperative as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise to the full extent permitted under Sections 46-3-306(b) and (c) of the Georgia Electric Membership Corporation Act or any successor provisions of the laws of the State of Georgia. If any such indemnification is requested pursuant to Sections 46-3-306(b) or (c) of said Act or laws, the Board of Directors shall cause a determination to be made (unless a court has ordered the indemnification) in one of the manners prescribed in Section 46-3-306(e) of said Act or laws as to whether indemnification of the party requesting indemnification.

**SECTION 8.02. Insurance.** The Cooperative may purchase and maintain insurance at its expense to protect itself and any Director, officer, employee or agent of the Cooperative (including the heirs, executors, administrators or estate of any such person) against any liability, cost, payment or expense described in Section 8.01 of this Article VIII, whether or not the Cooperative would have the power to indemnify such person against such liability.

**ARTICLE IX**

**Property**

**SECTION 9.01. Disposition.** The Cooperative may not sell any of its property other than:

- (a) property which, in the judgment of the Board of Directors, neither is nor will be necessary or useful in operating and maintaining the Cooperative’s system and facilities;
- (b) services of all kinds, including electric energy; and
- (c) personal property acquired for resale.

**SECTION 9.02. Disposition of Property.**

- (a) The Cooperative may not sell, mortgage, lease or otherwise encumber all or any substantial portion of its properties except as provided in O.C.G.A. § 46-3-401, as amended, or as may be amended.
- (b) Notwithstanding the foregoing subsection (a) or any other provisions of these Bylaws, no sale, lease or lease-sale of all or a substantial portion of the Cooperative’s assets (other than merchandise and property which, in the judgment of the Board of Directors, are not necessary or useful in operating the Cooperative) to any other entity shall be authorized except in conformity with the following:
  - (1) If the Board of Directors looks with favor upon any proposal for such sale, lease or lease-sale, it shall first cause three (3) independent appraisers, expert in such matters, to render their individual opinions as to the value of the Cooperative with respect to such a sale, lease or lease-sale and as to any other terms and conditions which should be considered. The three (3) such appraisers shall be designated by a Superior Court Resident Judge for the Judicial Circuit encompassing the Cooperative’s main office if one, if not, the Senior Judge thereof.
  - (2) If the Board of Directors, after receiving such appraisals (and other terms and conditions which are recommended, if any), determines that the proposal should be submitted for consideration by the Members, it shall first give every Georgia electric membership corporation nearby or

adjacent to the Cooperative (which has not made such an offer for such sale, lease or lease-sale) an opportunity to submit competing proposals. Such opportunity shall be in the form of a written notice to such electric membership corporations, which notice shall attach a copy of the proposal that the Cooperative has already received and a copy of the reports of the three (3) appraisers. Such electric membership corporations shall be given not less than thirty (30) days during which to submit competing proposals, and the actual minimum period within which proposals are to be submitted shall be stated in the written notice given to them.

- (3) If the Board then determines that favorable consideration should be given to the initial proposal or any subsequent proposal which has been submitted to it, it shall so notify the Members, expressing in detail each of any such proposals and shall call a Special Meeting of the Members for consideration thereof, which meeting shall not be held sooner than ninety (90) days after the giving of such notice to the Members; PROVIDED, consideration thereof by the Members may be given at the next Annual Meeting if the Board so determines and if such Annual Meeting is not held sooner than ninety (90) days after the giving of such notice.
- (4) Any fifty (50) or more Members, by so petitioning the Board not less than thirty (30) days before the date of such Special or Annual Meeting, may cause the Cooperative, with the cost to be borne by the Cooperative, to mail to all Members any opposing or alternative positions which they may have to the recommendation that the Board has made.

The provisions of this subsection (b) shall not apply to a sale or lease-sale to one or more other electric membership corporations if the actual legal or substantive effect thereof is to merge or consolidate with such other one or more electric membership corporations.

**SECTION 9.03. Security Interest.** The Board of Directors, without any authorization by the Members, at any Regular Meeting of the Board of Directors, or any Special Meeting of which notice of the intent and purpose of the meeting is given in writing, shall have full power and authority to borrow money from the United States of America or any agency or instrumentality thereof or any national financing institution organized on a cooperative plan for the purpose of financing its Member's programs, projects and undertakings in which the Cooperative is a member or from any other entity whatsoever and in connection with such borrowing from either one or more of such lenders, to authorize the making and issuance of bonds, notes or other evidence of indebtedness and to secure the payment thereof, to authorize the execution and delivery of a mortgage or mortgages, or deed or deeds of trust, security deeds, financing statements and security instruments upon the pledging or encumbrancing or any or all of the property, assets, rights, privileges, licenses, franchises and permits of the Cooperative whether acquired or to be acquired and wherever situated, all upon such terms and conditions as the Board of Directors of this Cooperative shall determine.

## **ARTICLE X**

### **Seal**

The seal of the Cooperative shall be in such form as the Board of Directors may from time to time determine. In the event it is inconvenient to affix such a seal at any time, the words "Corporate Seal" or the word "Seal" accompanying the signature of an officer signing for and on behalf of the Cooperative shall be the seal of the Cooperative.

## **ARTICLE XI**

### **Bylaw Amendments**

Except for Bylaw amendments directly relating to the election of Directors, these Bylaws may be amended by either the affirmative vote of a majority of the Directors serving at the time of the Directors' adoption of the amendment or a majority of the Members present and voting at a Member Meeting. Amendments directly relating to the election of the Board of Directors may be adopted only by a majority vote of the Members present and voting at a Member meeting.

- (a) Sponsorship of Bylaw Amendments. The Board of Directors may sponsor or propose Bylaw amendments. Unless waived by the Board of Directors, a Bylaw amendment sponsored or proposed by Members must be:
  - (1) sponsored and accompanied by a dated petition containing the printed names, addresses and original dated signatures for at least one hundred fifty (150) Members entitled to vote on the Bylaw amendment;
  - (2) delivered to and received by the Cooperative's Secretary at least one hundred twenty (120) business days prior to the Member meeting at which the Members will consider the proposed Bylaw Amendment;
  - (3) reviewed by the Board and determined by the Board to be in proper form, lawful, coherent and consistent with other provisions of the Bylaws and not altered or modified after delivery to the Cooperative.
- (b) Notice of Bylaw Amendments. Notice of any Member or Board meeting at which a proposed Bylaw amendment will be considered must:
  - (1) state that one of the purposes of the Board or Member meeting, as the case may be, is to consider the proposed Bylaw amendment; and
  - (2) contain or be accompanied by a copy or summary of the proposed Bylaw amendment.

A proposed Bylaw amendment may not be further amended at a Board or Member meeting unless the amendment offered at the meeting is germane to the proposed



Bylaw amendment as described in the notice for the meeting.

- (c) Effective Date. Unless otherwise clearly stated in the resolution adopting the Bylaw amendment, approved Bylaw amendments shall become effective immediately after approval.

## **ARTICLE XII**

### **Definitions**

Defined terms as indicated in the introduction to these Bylaws, are as follows:

1. “Annual Meeting” shall mean the meeting of the Members held in September or October of each year as set forth in Section 2.01 of Article II.
2. “Applicant” shall mean any eligible person seeking to become a member of the Cooperative as set forth in Section 1.02 of Article I.
3. “Board of Directors” or “Board” shall mean the nine directors elected by the Members to manage the Cooperative.
4. “Bylaw Provision” shall mean every Bylaw article, section, sub-section, paragraph, sentence, clause or provision.
5. “Close Relative” shall mean a person who, by blood or by marriage, including half, foster, step and adoptive kin, is either a spouse, child, grandchild, parent, grandparent, aunt, uncle, nephew or niece of the principal.
6. “Cooperative” shall mean Washington Electric Membership Corporation.
7. “Credentials and Election Committee” shall mean the individuals appointed by the Board of Directors whose duties and authorities are as set forth in Section 2.11 of Article II.
8. “Director” or “Board Member” shall mean any of the nine Persons elected by the Members and serving on the Board.
9. “Electric Service” shall mean the electric power or energy furnished by the Cooperative and services and products related thereto.
10. “Entity Representative” shall have the meaning as set forth in Section 2.07 of Article II.
11. “Entity” shall have the meaning as set forth in Section 1.01 of Article I.
12. “Joint Membership” shall have the meaning as set forth in Section 1.06 of Article I.
13. “Member Meeting Registrar” shall mean one or more persons designated by the Board of

Directors to register Members at a Member Meeting and as set forth in Section 2.08 of Article II.

14. “Member Meeting” shall mean, collectively, the Annual Meeting or Special Member Meeting as set forth in Sections 2.01 and 2.02 of Article II.
15. “Member” shall mean an individual or a legally married couple holding a joint membership who receive Electric Service from the Cooperative as more fully set forth in Article I.
16. “Membership Documents” shall mean the documents as set forth in Section 1.02(1) of Article I.
17. “Membership Procedures and Requirements” shall have the meaning as set forth in Section 1.02 of Article I.
18. “Nominating Committee” shall mean the committee on nominations appointed by the Board of Directors as set forth in Section 3.05 (a) of Article III.
19. “Nominating Petition” shall have the meaning as set forth in Section 3.05(b) of Article III.
20. “Person” shall have the meaning as set forth in Section 1.01 of Article I.
21. “Protestor” shall have the meaning as set forth in Section 2.11(d) of Article II.
22. “Prudent Utility Practices” shall mean, at a particular time, any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry prior to such time, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired results at a reasonable cost consistent with good business practices, reliability, safety and expedition. Prudent Utility Practices is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be a spectrum of possible practices, methods or acts, having due regard for, among other things, manufacturers’ warranties and requirements of Governmental Authorities of competent jurisdiction and the requirements of the Agreement.
23. “Record Date” shall have the meaning as set forth in Section 2.05 of Article II.
24. “Registered Member” shall have the meaning as set forth in Section 2.08 of Article II.
25. “Special Member Meeting” shall have the meaning as set forth in Section 2.02 of Article II.
26. “Spouse Representative” shall have the meaning as set forth in Section 2.07(b) of Article II.

## **STATEMENT OF NONDISCRIMINATION**

Washington Electric Membership Corporation is the recipient of Federal financial assistance from the Rural Utilities Service, an agency of the U. S. Department of Agriculture, and is subject to the provisions of Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, as amended, and the rules and regulations of the U. S. Department of Agriculture. In accordance with Federal law and the U.S. Department of Agriculture's policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, religion, age, or disability (Not all prohibited bases apply to all programs).

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