



Oconee EMC

A Touchstone Energy® Cooperative
The power of human connections®



RESIDENTIAL **Member Guide**



PROUDLY SERVING

Baldwin, Bibb, Bleckley, Dodge, Laurens, Twiggs and Wilkinson counties

Revised 03.2021

RESIDENTIAL **Member Guide**

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Welcome

Dear Member,

It is my pleasure to welcome you as one of Oconee Electric Membership Corporation's newest members. Our primary objective is to provide our members in Baldwin, Bibb, Bleckley, Dodge, Laurens, Twiggs and Wilkinson counties with reliable electric service as well as all their member services needs.

Oconee EMC is a member-owned electric cooperative and looking forward to serving you at our Dudley location.

This packet contains important information concerning your electric service and the many programs and other services provided by Oconee EMC. If you have any questions regarding any of this material, please contact a Member Services Representative, and they will be glad to meet with you.

If we can be of any additional service to you, please let us know.

Sincerely,



Terri Howard
President | CEO
Oconee EMC

Contact Information

MANAGEMENT STAFF

Title	Name	Office	Cell
President CEO	Terri Howard	478.676.1105	478.278.7133
Chief Operations Officer	Autrey Howard	478.676.1108	478.278.7146
Member Services Manager	Jennifer Bryant	478.676.1158	478.278.7165
Operations Superintendent	Jason Johnson	478.676.1161	478.230.3580
Director of Purchasing and Safety	Robert Harrison	478.676.1111	478.278.7152
IT Manager	Jason Whittington	478.676.1107	478.697.3190
Executive Assistant	Sherry Smith	478.676.1103	478.278.7164
Human Resources Director	Alexis Hughes	478.676.1129	478.278.7156

BOARD OF DIRECTORS

Mrs. Amy Orr, Chairperson 13027 Highway 112 Irwinton, GA 31042	Mrs. Juanita F. Austin 1487 Ball Park Road Jeffersonville, GA 31044	Mr. Dennis Holder 291 EH Snow Road McIntyre GA 31054
Mr. Chuck Grace, Vice Chairperson Post Office Box 216 Jeffersonville, GA 31044	Mr. David Green 936 Green Loop Montrose, GA 31065	Mr. Wendell Knight 215 Tattnall Lake Road Dublin, GA 31021

Mr. Hughlon Davis, Secretary | Treasurer
Route 1, Box 76-A
Chester, GA 31012

Phone System

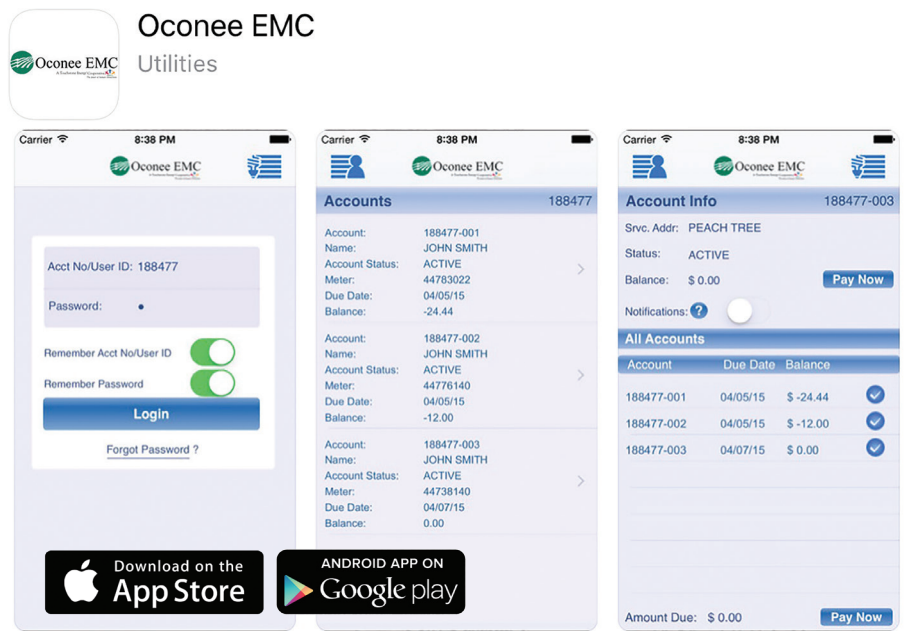
Please dial 478.676.3191 and follow the prompts. When members call from a phone number that is listed on their account, the system will automatically sync with the account. If you are calling from a phone number not listed on your account, you will be prompted to either enter the account number or phone number associated with your account - followed by the # sign.

Mobile App

Oconee EMC's mobile app is designed to give members fast and secure account access. With the mobile app, members are able to view bill, account details, and daily usage, receive notifications, schedule alerts, make payments and much more!

Now, everything can be handled instantly whether you're at home, at work or on the go.

If you need assistance, call 478.676.3191 or visit our office. A member services representative will be glad to assist you.



Bill Payment Locations - PaySite™ Kiosks

PaySite™ kiosks are available at five locations.

www.oconeeemc.com
<https://oemcpay.oconeeemc.com/bpp/login.aspx>

Members will be able to pay by cash, check or credit card. If you are paying by cash, change cannot be given, but will be applied to the next month's bill. Money orders cannot be accepted through our PaySite locations. Please make sure to have your account number handy when paying your utility bill.

Oconee EMC's drive-thru is now PaySite location. This will allow members to pay their bill day or night. Members who wish to pay with a money order may place their payment in the drop box or come inside and speak with a member services representative.

Jet Foods #25
1720 Claxton Dairy Road
Dublin, GA 31021

Jet Foods #46
119 Main Street
Irwinton, GA 31042

Oconee EMC Drive-Thru
3445 Highway 80 West
Dudley, GA 31022

Piggly Wiggly
121 College Street
Gordon, GA 31031

Piggly Wiggly
105 Magnolia Street
Jeffersonville, GA 31044

Jet Foods #54
5588 Highway 57
Macon, GA 31217

Programs

Operation Round-Up Foundation: The Oconee EMC Foundation’s purpose is to disburse Operation Round Up® funds for charitable purposes within the counties served by Oconee EMC. By allowing Oconee EMC to round up the dollar amount on your bill each month, you will be participating in a program that has helped, and will continue to help, people and organizations throughout Oconee EMC’s service territory.

WYT is an all-expenses-paid, fun-filled week of activities in our nation’s capital. Delegates will expand their knowledge of history, government and careers in public service in such an enjoyable manner that it’s hard for them to believe it’s an educational experience. Oconee EMC selects two high school students in our service territory for this awesome opportunity.



Georgia’s first renewable energy program, Green Power EMC, provides electricity through its 38 member EMCs (Electric Membership Corporations). A nonprofit corporation, Green Power EMC uses green resources such as low-impact hydroelectric plants, biomass, landfill gas, and solar to generate electricity.



Oconee EMC was a founding partner of Touchstone Energy – An alliance of more than 643 cooperatives in 46 states. This partnership further enhances our ability

to be recognized as a power supplier that provides electric members with state-of-the-art technology, reliable and responsive service, and excellent value. By maintaining the high standards required of Touchstone Energy cooperatives and sharing resources among brand associates, Oconee EMC will continue to be well positioned to allow its members to take advantage of an unique business partnership. This partnership establishes a relationship with a locally owned and controlled energy supplier that can, at the same time, draw strength from an association with a nationwide network.

Energy Efficiency: For energy savings tips and 101 Low-Cost | No-Cost Home Energy Saving Measures, go to: www.oconeeemc.com/content/home-energy-suite.

To schedule a residential energy audit, please call 478.676.3191.

MOVE OVER

for utility workers in Georgia. It’s the law.

In 2016, House Bill 767 (the “Move Over” law) was passed. This law requires any motorist approaching utility linemen at an active work site to change lanes or reduce their speed. Any motorist who does not change lanes or slow down to avoid the utility workers can be fined up to \$250 per incident.

Please do your part to help keep utility workers safe.

Schedule of Regular Charges

All utilities have Service Rules and Regulations to provide guidelines for operations. Oconee EMC Service Rules and Regulations, as well as the regular service charges, were revised and approved by your Board of Directors, and became effective August 1, 2017.

Deposit: Oconee EMC shall obtain an ONLINE Utility Exchange Report in connection with an application of membership or new service that is requested. ONLINE Utility Exchange is a program that provides a report to the cooperative about the applicants credit risk with utility companies only.

- New service applicants who pose no credit risk (green light returned on report) will not be charged a deposit.
- New service applicants who pose minimal credit risk (yellow light returned on report) will be charged a deposit equal to one times the highest month's usage for the service address during the preceding 12 months.
- New service applicants who pose substantial credit risk (red light returned on report) will be charged a deposit equal to two times the highest month's usage for the service address during the preceding 12 months.

If the service address is new and a deposit is required, the member will be charged a deposit of \$300 for a yellow light and \$600 for a red light.

Any member who has no deposit required and has been pulled for non-payment shall be required to pay the previous month's bill along with a maximum deposit.

Membership:	\$ 5	
Meter Installation Transfer:	\$ 40	
Reconnection During Work Hours:	\$ 50	
Note Trip:	\$ 20	
Additional deposit after disconnection for non-payment:	\$ 50	
Returned Check Fee:	Same as bank in which deposits are made	
Meter Tampering Diversion of Electricity Fee: (First Offense)	\$ 200	Plus all other amounts due to Cooperative, including an additional deposit of two times the highest month's usage during the preceding 12 months
Meter Tampering Diversion of Electricity Fee: (Second Offense)	\$ 400	Plus all other amounts due to Cooperative, including an additional deposit of two times the highest month's usage during the preceding 12 months
Manual Meter Reading Fee:	\$ 25/Monthly	
Meter Test Deposit (Member Request):		
Single Phase	\$ 40	
Three-Phase	\$ 80	
Member's Equipment Problem Service Call:	Regular Hours - \$ 40 Overtime - \$ 60	

Summary of Retail Rates

Applicable April 1, 2019

Early in 2019, your Board of Directors approved revisions to Oconee EMC’s rate structure to become effective with the April 1, 2019 billing. Please remember that the rates summarized do not include the wholesale power cost adjustment (Schedule “PA”), which can be an addition or deduction to your bill.

Schedule “PA” Wholesale Power Cost Adjustment

Applicable adjustment reflects variances in purchased power cost, load factor and line losses. Adjustments, upward or downward, shall be calculated each month according to a formula.

Terms of Payment

The above rates are net. In the event the current monthly bill is not paid within fifteen (15) days from the date of the bill, \$10 is added to the bill.

Georgia Sales Tax

All rates are subject to the Georgia Sales Tax.

Schedule “IR” Irrigation Service

Applicable for electric service supplied to irrigation pumping loads.

Copies of this rate are available for interested parties at Oconee EMC’s Administrative office in Dudley.

Schedule “OL” Outdoor Lighting Service

Applicable to only outdoor lighting by means of photoelectric controlled LED lamp fixtures and poles conforming to Corporation specifications and here service can be provided in close proximity to existing overhead distribution. Service will be rendered only at locations that solely in the opinion of the Corporation, are readily accessible for maintenance.

Monthly Rate Per Fixture

Type of Fixture	Lamp Size	Overhead Distribution Wood Pole	Underground Distribution Wood Pole
LED	50 watts	\$10.50	\$13.00

See complete copy of Schedule “OL” for a listing of other sizes and types of fixtures.

Schedule “R” Residential and Farm Service

Applicable only for residential and farm use and for use incidental thereto supplied through one meter to each individual dwelling unit. The capacity of individual motors served under this schedule shall not exceed 10 horsepower.

Rate (Monthly)

Service Charge	\$22.00 per month
First 800 kWh (all month)	11.40¢ per kWh
Over 800 kWh (June 11 - Oct. 1 billing)	11.70¢ per kWh
Over 800 kWh (Oct. 1 - June 11 billing)	10.20¢ per kWh

Minimum Monthly Charge

The minimum monthly charge shall be \$22 where 25 kVA or less transformer capacity is required. For capacity, the minimum monthly charge may be increased \$1 per kVA, or fraction thereof, of additional capacity supplied by the Corporation.

Schedule “GS” General Service

Applicable to all single-phase members. Applicable to multi-phase members that require 50 kVA or less transformer capacity.

Rate (Monthly)

Service Charge	\$24.00 per month
First 1,500 kWh	13.20¢ per kWh
Over 8,500 kWh	12.45¢ per kWh
Over 10,000 kWh	9.70¢ per kWh

Minimum Monthly Charge

A. The greatest of:

- \$24
- \$1 per kVA of required transformer capacity
- The contract minimum

B. Athletic Field Lighting: \$25 per meter for lighted athletic fields, provided service is limited to the field lighting equipment itself and such incidental load as may be required to operate coincidentally with field lighting equipment.



Oconee EMC

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Bylaws

As amended on August 1, 2017



ARTICLE I
Membership

Section 1.01. Eligibility.

Any natural person, firm, association, electric membership corporation, foreign electric cooperative, corporation, domestic, foreign, business or other trust, partnership, Federal agency, state or political subdivision thereof, or any body politic (each hereinafter referred to as "person," "applicant," "him" or "his") shall be eligible to become a member of, and, at one or more premises owned or directly occupied or used by him, to receive electric service from The Oconee Electric Membership Corporation (hereinafter called the "Cooperative"). No person shall hold more than one membership in the Cooperative.

Section 1.02. Application for Membership; Renewal of Prior Application.

Application for membership-wherein the applicant shall agree to purchase electric power and energy from the Cooperative and to be bound by and to comply with all of the other provisions of the Cooperative's Articles of Incorporation and Bylaws, and all rules, regulations and rate of schedules established pursuant thereto, as all the same then exist or may thereafter be adopted or amended (the obligations embraced by such agreement being hereinafter called "membership obligations")-shall be made in writing on such form as is provided therefor by the Cooperative. The membership application shall be accompanied by a supplemental contract, executed by the applicant on such form as is provided for in Section 1.03 (together with a signed supplemental contract and/or service security deposit, service connection deposit or fee, facilities extension deposit, or contribution in aid of construction, if any) shall be refunded in the event the application is not approved. Any former member of the Cooperative may, by the sole act of paying a new membership fee and any outstanding account (together with any service security deposit, service connection in aid of construction that may be required by the Cooperative), renew and reactivate any prior application for membership to the same effect as though the application had been newly made on the date of such payment.

Section 1.03. Membership Fee, Service Security, Service Connection, and Facilities Extension Deposits; Contribution in aid Construction.

The membership fee shall be five (\$5.00) dollars. The membership fee (together with any service security deposit, service connection in aid of construction that may be required by the Cooperative) shall entitle the member to one service connection. A service connection deposit or fee, in such amount as shall be prescribed by the Cooperative (together with any service security deposit, service connection in aid of construction that may be

required by the Cooperative), shall be paid by the member for each additional service connection requested by him. Any fee, deposit or contribution required to initiate service may, at the Cooperative's option and if so requested by the applicant/member, be billed at the time of the first and/or subsequent monthly statement(s) for electric service.

Section 1.04. Joint Membership.

A husband and wife, by specifically so requesting in writing, may be accepted into joint membership or, if one of them is already a member may automatically convert such membership into a joint membership. The words "member," "applicant," "person," "his" and "him," as used in these Bylaws, shall include a husband and wife applying for or holding a joint membership, unless otherwise clearly distinguished in the text; all provisions relating to the rights, powers, terms, conditions, obligations, responsibilities and liabilities of membership shall apply equally, severally and jointly to them. Without limiting the generality of the foregoing-

- (a) the presence at a meeting of either or both shall constitute the presence of one member and a joint waiver of notice of the meeting;
- (b) the vote executed by either or both shall constitute, respectively, one joint vote: PROVIDED, that if both be present but in disagreement on such vote, each shall cast only one-half vote;
- (c) notice to, or waiver of notice signed or otherwise affected by, either or both shall constitute, respectively, a joint notice or waiver of the notice;
- (d) suspension or termination in any manner of either shall constitute, respectively, suspension or termination of the joint membership;
- (e) each, but not both concurrently, shall be eligible to be a candidate for or serve as a director of the Cooperative, but only if both meet the qualification required therefor; and
- (f) neither will be permitted in their respective names to have any additional service connections except through their one joint membership.

Section 1.05. Acceptance into Membership.

Upon complying with the requirements set forth in Section 1.02, any applicant shall by Board resolution be accepted into membership in, and become eligible to receive electric service from, the Cooperative, unless the Board of Directors shall determine that such applicant is not willing or is not able to satisfy and abide by the Cooperative's terms and conditions of membership or that such application should be rejected for other good cause: PROVIDED, that any person whose application, for sixty (60) days or longer, has been submitted to but not approved by the Board of Directors may, by filing written request therefor with the Cooperative at least thirty (30) days prior to the next meeting of members, have his

application submitted to and approved or disapproved by the vote of the members at such meeting, at which the applicant shall be entitled to be present and be heard.

Section 1.06. Purchase of Electric Power and Energy, Power Production by Member; Application of Payments to All Accounts.

The Cooperative shall use its best efforts to furnish its members with adequate and dependable electric service, although it cannot and therefore does not guarantee a continuous and uninterrupted supply thereof; and each member, for so long as such premises are owned or directly occupied or used by him, shall purchase from the Cooperative all central station electric power and energy purchased for use on all premises to which electric service has been furnished by the Cooperative pursuant to his membership, unless and except to the extent that the Board of Directors may in writing waive such requirement, and shall pay therefor at the times, and in accordance with the rules, regulations and rate schedules (including any monthly minimum amount that may be charged without regard to the amount of electric power and energy actually used) established by the Board of Directors and, if in effect, in accordance with the provisions of any supplemental contract that may have been entered into as provided for in Section 1.02. Production or use of electric energy on such premises, regardless of the source thereof, by means of facilities which shall be interconnected with Cooperative facilities, shall be subject to appropriate regulations as shall be fixed from time to time by the Cooperative. Each member shall also pay all other amounts owed by him to the Cooperative as and when they become due and payable. When the member has more than one service connection from the Cooperative, any payment for service to him by the Cooperative shall be deemed to be allocated and credited on a pro rata basis to his outstanding accounts for all such service connections, notwithstanding that the Cooperative's actual accounting procedures do not reflect such allocation and proration.

Section 1.07. Excess Payments to be Credited as Member-Furnished Capital; Security Interest Created.

All amounts paid for electric service in excess of the cost thereof shall be furnished by members as capital, and each member shall be credited with the capital so furnished as provided in Article IX of these Bylaws. All such amounts credited to the capital account in Section 9.02, and 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.

SECTION 1.08. Wiring of Premises; Responsibility Therefor; Responsibility for Meter Tampering or Bypassing and for Damage to Cooperative Properties; Extent of Cooperative Responsibility; Indemnification.

Each member shall cause all premises receiving electric

service pursuant to his membership to become and to remain wired in accordance with the specifications of the Georgia Fire Insurance Underwriters Association, the National Electrical Code, any applicable state code or local government ordinances, and of the Cooperative. Each member shall be responsible for — and shall indemnify the Cooperative and any other person against death, injury, loss or damage resulting from any defect in or improper use or maintenance of — such premises and all wiring and apparatus connected thereto or used thereon. Each member shall make available to the Cooperative a suitable site, as determined by the Cooperative, whereon 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 for meter reading and for inspection, maintenance, replacement, relocation or repair of such facilities at all reasonable times. As part of the consideration for such service, each member shall 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 use his best efforts to prevent others from so doing. Each member shall also provide such protective devices to his premises, apparatuses or meter base as the Cooperative shall from time to time require in order to protect the Cooperative's physical facilities and their operation and to prevent any interference with or damage to such facilities. In the event such facilities are interfered with, impaired in their operation or damaged by the member, or by any other person when the member's reasonable care and surveillance should have prevented such, the member shall indemnify the Cooperative and any other person 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. The Cooperative shall, however, in accordance with its applicable service rules and regulations, indemnify the member for any overcharges for service that may result from a malfunctioning of its metering equipment or any error occurring in the Cooperative's billing procedures. In no event shall the responsibility of the Cooperative extend beyond the power delivery point.

SECTION 1.09. Member to Grant Easements to Cooperative and to Participate in Cooperative Load Management Programs if Required.

Each member shall, upon being requested to do so by the Cooperative, execute and deliver to the Cooperative grants of easement or right-of-way over, on and under such lands owned or leased by or mortgaged to the member, and in accordance with such reasonable terms and conditions, as the Cooperative shall require for the furnishing of electric service to him or other members or for the construction, operation, maintenance or relocation of the Cooperative's

electric facilities. Each member shall participate in any required program that may be established by the Cooperative to enhance load management or more efficiently to utilize or conserve electric energy.

ARTICLE II MEMBERSHIP SUSPENSION AND TERMINATION

SECTION 2.01. Suspension; Reinstatement.

Upon his failure, after the expiration of the initial time limit prescribed either in a specific notice to him or in the Cooperative's generally publicized applicable rules and regulations, to pay any amounts due the Cooperative or to cease any other noncompliance with his membership obligations, a person's membership shall automatically be suspended; and he shall not during such suspension be entitled to receive electric service from the Cooperative or to cast a vote at any meeting of the members. Payment of all amounts due the Cooperative, including any additional charges required for such reinstatement, and/or cessation of any other non-compliance with his membership obligations within the final time limit provided in such notice or rules and regulations shall automatically reinstate the membership, in which event the member shall thereafter be entitled to receive electric service from the Cooperative and to vote at the meetings of its members.

SECTION 2.02. Termination by Expulsion; Renewed Membership.

Upon failure of a suspended member to be automatically reinstated to membership, as provided in Section 2.01, he may, without further notice, but only after due hearing if such is requested by him, be expelled by the affirmative votes of not less than a majority of the directors in office at any subsequently held regular or special meeting of the Board. Any person so expelled may, by delivering written notice to that effect to the Cooperative at least ten (10) days prior to the next annual or special meeting of the members, appeal to and be present and heard at such meeting, which may vote approval of such expulsion or disapproval thereof, in which latter event such person's membership shall be reinstated retroactively or at least the date of his expulsion by the Board. After any finally effective expulsion of a member, he may not again become a member except upon new application therefor duly approved as provided in Section 1.05. The Board of Directors, acting upon principles of general application in such cases, may establish such additional terms and conditions for renewed membership as it determines to be reasonably necessary to assure the applicant's compliance with all his membership obligations.

SECTION 2.03. Termination by Withdrawal or Resignation.

A member shall withdraw from membership upon such generally applicable conditions as the Board of Directors shall prescribe and upon either (a) ceasing to (or, with

the approval of the Board of Directors, resigning his membership in favor of a new applicant who also shall own or directly occupy or use all premises being furnished electric service pursuant to his membership, or (b) except when the Board of Directors specifically waives such condition, abandoning totally and permanently the use of central station electric service on such premises.

SECTION 2.04. Termination by Death or Cessation of Existence; Continuation of Membership in Remaining or New Partners.

Except as provided in Section 2.06, the death of an individual human member shall automatically terminate his membership. The cessation of the legal existence of any other type of member shall automatically terminate such membership: PROVIDED, that upon the dissolution for any reason of a partnership, or upon the death, withdrawal or addition of any individual partner, such membership shall continue to be held by such remaining and/or new partner or partners as continue to own or directly to occupy or use the premises being furnished electric service pursuant to such membership.

SECTION 2.05. Effect of Termination.

Upon the termination in any manner of a person's membership, he or his estate, as the case may be, shall be entitled to refund of his membership fee (and to his service security deposit, if any, theretofore paid the Cooperative), less any amounts due the Cooperative; but neither he nor his estate, nor any former partner of a partnership member or his estate, as the case may be, shall be released from any debts or other obligations then remaining due the Cooperative. Notwithstanding the suspension or expulsion of a member, as provided for in Sections 2.01 and 2.02, such suspension or expulsion shall not, unless the Board of Directors shall expressly so elect, constitute such release of such person from his membership obligations as to entitle him to purchase from any other person any central station electric power and energy for use at the premises to which such service has theretofore been furnished by the Cooperative pursuant to such membership.

SECTION 2.06. Effect of Death, Legal Separation or Divorce Upon a Joint Membership.

Upon the death of either spouse of a joint membership, such membership shall continue to be held solely by the survivor, in the same manner and to the same effect as though such membership had never been joint: PROVIDED, that the estate of the deceased shall not be released from any debts due the Cooperative. Upon the legal separation or divorce of the holders of a joint membership, such membership shall continue to be held solely by the one who continues directly to occupy or use the premises covered by such membership, in the same manner and to the same effect as though such membership had never been joint: PROVIDED, that the other spouse shall not be released from debts due the Cooperative.

SECTION 2.07. Board Acknowledgment of Membership Termination; Acceptance of Members Retroactively.

Upon the termination of a person's membership for any reason, the Board of Directors, so soon as practicable after such termination is made known to it, shall by appropriate resolution formally acknowledge such termination, effective as of the date on which the Cooperative ceased furnishing electric service to such person. Upon discovery that the Cooperative has been furnishing electric service to any person other than a member, it shall cease furnishing such service unless such person applies for, and the Board of Directors approves, membership retroactively to the date on which such person first began receiving such service, in which event the Cooperative, to the extent practicable, shall correct its membership and all related records accordingly.

**ARTICLE III
MEETINGS OF MEMBERS**

SECTION 3.01. Annual Meeting.

For the purposes of electing directors, hearing and passing upon reports covering the previous fiscal year, and transacting such other business as may properly come before the meeting, the annual meeting of the members shall be held on any Thursday during the month of October or November of each year, at such place in one of the counties within which the Cooperative serves, and beginning at such hour and on such date, as the Board of Directors shall from year- to-year fix. It shall be the responsibility of the Board of Directors to make adequate plans and preparations for, and to encourage member attendance at, the annual meeting. Failure to hold the annual meeting at the designated time and place shall not work a forfeiture or dissolution of the Cooperative.

SECTION 3.02. Special Meetings.

A special meeting of the members may be called by the President, Chairman of the Board, the Board or upon written request signed by any three (3) directors or by not less than ten (10) percent of the members, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided in Section 3.03. Such a meeting shall be held at any place in Laurens, Twiggs or Wilkinson Counties on such date, not sooner than forty (40) days after the call or request for such meeting is made and beginning at such hour as shall be designated by him or those calling or requesting the same.

SECTION 3.03. Notice of Member Meetings.

Written or printed notice of the place, day and hour of the meeting and, in the case of a special meeting or of an annual meeting at which business requiring special notice is to be transacted, the purpose or purposes of the meeting shall, except as provided in Article XI and in

Sections 0046-3-382, 46-3-383, 46-3-401 and 46-3-420 of the Georgia Code Ann., be delivered to each member not less than five (5) days nor more than ninety (90) days prior to the date of the meeting, by any reasonable means, by or at the direction of the President, the Chairman, the Secretary, or other officer or persons calling the meeting. Reasonable means of providing such notice shall include but not be limited to United States mail, personal delivery, the Cooperative's monthly newsletter, or member service billings. No matter, the carrying of which, as provided by law, requires the affirmative votes of at least a clear majority of all the Cooperative's members shall be acted upon at any meeting of the members unless notice of such matter shall have been contained in the notice of the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears on the records of the Cooperative, with postage thereon prepaid and, whether mailed first-class or not, postmarked at least five (5) days prior to the meeting date. In making such computation, the date of the meeting shall not be counted. The incidental and non-intended failure of any member to receive such notice shall not invalidate any action which may be taken by the members at any such meeting, and the attendance in person of a member at any meeting of the members shall constitute a waiver of notice of such meeting unless such attendance shall be for the express purpose of objecting to the transaction of any business, or one or more items of business, on the ground that the meeting shall not have been lawfully called or convened. Any member attending any meeting for the purpose of making such objection shall notify the Secretary prior to or at the beginning of the meeting of his objection.

SECTION 3.04. Quorum.

Business may not be transacted at any meeting of the members unless, at the organization of the meeting, there are present in person not less than 125 members of the Cooperative, except that, if a quorum is never established, a majority of those present in person may adjourn the meeting to another time and date not less than thirty (30) days later and to any place within one of the counties which the Cooperative serves in the case of an annual meeting or within one of the counties named in Section 3.02 in the case of a special meeting: PROVIDED, that the Secretary shall notify any absent members of the time, date and place of such adjourned meeting by delivering notice thereof as provided in Section 3.03. At all meetings of the members, whether a quorum be present or not, the Secretary shall annex to the meeting minutes, or incorporate therein by reference, a list of those members who were registered as present in person. When a quorum is once present to organize a meeting, the members who remain present may continue to do business at the meeting, or at any adjournment thereof, notwithstanding the withdrawal of enough members to leave less than a quorum.

SECTION 3.05. Voting.

Each member who is not in a status of suspension, as provided for in Section 2.01, shall be entitled to only one vote upon each matter submitted to a vote at any meeting of the members. Voting by members other than members who are natural persons shall be allowed upon the presentation to the Cooperative, prior to, or upon registration at, each member meeting, of satisfactory evidence entitling the person presenting the same to vote. At all meetings of the members, all questions shall be decided by a majority of the members voting thereon, in person, except as otherwise provided by law or by the Cooperative's Articles of Incorporation or these Bylaws. Members may not cumulate their votes.

SECTION 3.06. Order of Business.

The order of business at the annual meeting of the members and, insofar as practicable or desirable, at all other meetings of the members shall be essentially as follows:

- (a) Report on the number of members present in person, in order to determine the existence of a quorum;
- (b) Reading of the notice of the meeting and proof of the due giving thereof, or of the waiver or waivers of notice of the meeting, as the case may be;
- (c) Reading of unapproved minutes of previous meetings of the members and the taking of necessary action thereon;
- (d) Presentation and consideration of reports of officers, directors and committees;
- (e) Election of Board members;
- (f) Unfinished business;
- (g) New business; and
- (h) Adjournment.

Notwithstanding the foregoing, the Board of Directors, or the members themselves, may from time to time establish a different order of business for the purpose of assuring the earlier consideration of and action upon any item of business, the transaction of which is necessary or desirable in advance of any other item of business: PROVIDED, that no business other than adjournment of the meeting to another time and place may be transacted until and unless the existence of a quorum is first established.

SECTION 3.07. Credentials and Election Committee.

The Board of Directors shall, at least ten (10) days before any meeting of the members, appoint a Credentials and Election committee consisting of an uneven number of members, not less than five (5) nor more than fifteen (15), who are not existing Cooperative officers, directors or known candidates for directors, and who are not close relatives (as hereinafter defined) or members of the same household of Cooperative officers, existing directors or known candidates for directors. In appointing

the Committee, the Board shall have regard for equitable representation of the several areas served by the Cooperative. The Committee shall elect its own Chairman and Secretary prior to the member meeting. It shall be the responsibility of the Committee to establish or approve the manner of conducting member registration and any ballot or other voting, to pass upon all questions that may arise with respect to the registration of members in person, to count all ballots or other votes cast in any election or in any other matter, to rule upon the effect of any ballots or other vote irregularly or indecisively marked or cast, to rule upon all other questions that may arise relating to member voting and the election of directors (including but not limited to the validity of petitions of nomination or the qualifications of candidates and the regularity of the nomination and election of directors), and to pass upon any protest or objection filed with respect to any election or to conduct affecting the results of any election. In the exercise of its responsibility, the Committee shall have available to it the advice of counsel provided by the Cooperative. In the event a protest or objection is filed concerning any election, such protest or objection must be filed during, or within three (3) business days following the adjournment of, the meeting in which the voting is conducted. The Committee shall thereupon be reconvened, upon notice from its chairman, not less than seven (7) days after such protest or objection is filed. The Committee shall hear such evidence as is presented by the protestor(s) or objector(s), who may be heard in person, by council, or both; and the Committee, by a vote of a majority of those present and voting, shall, within a reasonable time but not later than thirty (30) days after such hearing, render its decision, the result of which may be to affirm the election, to change the outcome thereof, or to set it aside. The Committee's decision (as reflected by a majority of those actually present and voting) on all matters covered by this Section shall be final. Without limiting the foregoing duties and prerogatives of the committee, on request of the person presiding at the meeting of the members or on the request of any member entitled to vote thereat, such Committee shall make a report in writing of any challenge, question, count or matter determined by the Committee and execute a certificate of any fact found by them. Any such report or certificate made by them shall be prima-facie evidence of the fact stated and of the vote as certified by them. Any Committee member related within the third degree by affinity or consanguinity computed according to the civil law to any candidate for director shall refrain from participating in any deliberation or vote of the Committee concerning such candidate.

SECTION 3.08. Representation of Members.

Unless it is made to appear otherwise, by writing executed by the member and filed with the Secretary or the Secretary's designee prior to a meeting of the members, a spouse of a member who presents himself or herself

to the Secretary, or Secretary's designated registrar(s) at a meeting of the members as a representative of such member, shall be deemed to act and vote 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. The presence of the member purported to be represented by his or her spouse when made known to the Secretary, or the Secretary's designated registrar(s) shall, however, revoke the authority hereby created and only the member shall be entitled to act and vote at such meeting.

ARTICLE IV DIRECTORS

SECTION 4.01. Number and General Powers.

The business and affairs of the Cooperative shall be managed by a Board of Directors consisting of seven (7) members. The Board shall exercise all of the powers of the Cooperative except such as are by law or by the Cooperative's Articles of Incorporation or Bylaws conferred upon or reserved to the members. The Board of Directors shall not appoint or elect any committee to exercise the authority of the Board. However, the Board may appoint or elect from its own membership one or more committees, each consisting of at least two (2) directors, for the purpose of serving in an advisory or recommendatory capacity to the Board.

SECTION 4.02. Qualification of Directors.

No person shall be eligible to become or remain a nominee for director or a director of the Cooperative who:

- (a) will not be eighteen (18) years of age or older on the date of election; or
- (b) is not a member of the Cooperative and bona fide resident of the district represented; or
- (c) is not receiving service from the Cooperative at his primary residence, unless temporarily prevented from doing so by causes reasonably beyond such member's control: PROVIDED, that the operating or chief executive officer (or his designee) of any member which is not a natural person, such as a corporation, church, etc., notwithstanding that he does not receive service from the Cooperative at his primary residence, shall be eligible to become a nominee for director and a director from the Directorate District of which such member is located, if he is (1) in substantial permanent occupancy, direction or use of the premises served by the Cooperative, and (2) is a permanent and year-round resident within or in close proximity to any area served by the Cooperative; BUT PROVIDED FURTHER that no more than one such person may be a candidate for or serve as director at any time. If more than one such person should be nominated in any one election, the person who shall be eligible to continue as a candidate shall be chosen by drawing

of lot; or

- (d) is currently, or has been within five (5) years before the date of the election, an employee of the Cooperative, an employee or director of a competing utility or enterprise, an employee or director of an enterprise which regularly contracts with the Cooperative, a close relative of an employee of the Cooperative, a close relative of an employee or director of a competing utility or enterprise, or a close relative of an employee or director of an enterprise which regularly contracts with the Cooperative. As used in this Section, "close relative" means a person who, by blood or by marriage, including half, foster, step and adoptive kin, is either a spouse, child, grandchild, parent, grandparent, brother, sister, aunt, uncle, nephew or niece of the principal; or
- (e) is a member of, employed by or financially interested in an enterprise or organization which competes with the Cooperative or regularly contracts with the Cooperative, EXCEPT when such membership, employment or financial interest is, in the judgment of a majority of the disinterested directors, so inconsiderable and incidental as not to pose a reasonable prospect of a conflict of interest (PROVIDED, however, that this determination shall be made by the Credentials and Elections Committee if the person is a potential nominee or candidate for the director or if the disinterested directors request the Committee to rule); or
- (f) has been convicted of a felony; or
- (g) 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 Credentials and Elections Committee to be incapable of fulfilling the duties of a director.

Upon establishment of the fact that a director is holding office in violation of any of the foregoing provisions, the Board of Directors shall remove such director from office. Upon establishment of the fact that a nominee or candidate for director is in violation of any of the foregoing provisions, the Credentials and Elections Committee shall remove such nominee or candidate from consideration.

Nothing contained in this Section shall affect the validity of any official action taken at any meeting of the Board of Directors, unless such action is taken with respect to a matter in which one or more of the directors have an interest adverse to that of the Cooperative.

SECTION 4.03. Election.

At each annual meeting of the members, directors shall be elected by secret written ballot by the members and,

except as provided in the first proviso of Section 4.02 of these Bylaws, from among those members who are natural persons: PROVIDED, that, when the number of nominees does not exceed the number of directors to be elected from a particular Directorate District, and if there is no objection, secret written balloting may be dispensed with in respect of that particular election and voting may be conducted in any other proper manner. Directors may, unless the members determine otherwise in advance of the initial balloting, be elected by a plurality vote of the members represented at the meeting. Drawing by lot shall resolve, where necessary, any tie votes.

SECTION 4.04. Tenure.

Directors shall be so nominated and elected that two (2) directors shall be elected for three-year terms at an annual member meeting; two (2) directors shall be elected for three-year terms at the next succeeding annual member meeting; and three (3) directors shall be elected for three-year terms at the next succeeding annual member meeting, and so forth: PROVIDED, that the terms of no two (2) directors from the same Directorate District shall coincide.

Upon their election, directors shall, subject to the provisions of these Bylaws with respect to the removal of directors, serve until the annual meeting of the members of the year in which their terms expire or until their successors shall have been elected and shall have qualified. If for any reason an election of directors shall not be held at an annual meeting of the members duly fixed and called pursuant to these Bylaws, such election may be held at an adjournment of such meeting or at a subsequently held special or the next annual meeting of the members. Failure of an election for a given year shall allow the incumbents whose directorships would have been voted on to hold over only until the next member meeting at which a quorum is present.

SECTION 4.05. Directorate Districts.

To assure geographic representation on the Board of Directors, directors shall be so nominated and elected so that the Board shall be comprised of three (3) directors from District Number One, which shall be Bleckley, Dodge and Laurens Counties; two (2) from District Number Two, which shall be Baldwin and Wilkinson Counties; and two (2) from District Number Three, which shall be comprised of Bibb and Twiggs Counties.

Notwithstanding the foregoing Directorate District descriptions, every year the Board of Directors, not less than ninety (90) days prior to the earliest date on which the annual member meeting may be scheduled by these Bylaws to be held, shall review the Districts and, if determining that they should be altered so as to correct any substantially inequitable factors regarding the residence of members or the geographic location of Districts, shall change and redescribe one or more Districts

accordingly, in which event all Districts as so changed shall be noticed in writing precisely to the members not later than five (5) days prior to the date on which the Committee on Nominations for such meeting shall first convene. After such notice, these Bylaws shall have been effectively amended accordingly, except that the areas embraced within such Districts may be changed by amendment of these Bylaws by the members from time to time in order to establish the most equitable and geographical representation of the Board of Directors: PROVIDED, that any change so made by action of the Board shall be in full force and effect until at least the completion of the election of directors at the annual meeting of the members first held in accordance with such changes effectuated by the Board of Directors; AND PROVIDED FURTHER, that no such change, whether effectuated by the Board or by the members, shall become effective so as to compel the vacancy of any director's office prior to the time such director's term would normally expire.

SECTION 4.06. Nominations.

It shall be the duty of the Board of Directors to appoint, not less than sixty (60) days prior to the date of a meeting of the members at which directors are to be elected, a Committee on Nominations, consisting of seven (7) persons who are members of the Cooperative, but are not incumbent directors or close relatives of such directors or known candidates to become directors, and who are so selected so as to give equitable representation to the geographical areas served by the Cooperative. The Committee shall prepare and post at the principal office of the Cooperative at least thirty (30) days prior to the meeting a list of nominations for directors to be elected, listing separately the nominee or nominees with respect to each Directorate District from which a director must, pursuant to this Article, be elected at the meeting. The Committee may include more nominations than there are to be elected, but it shall show clearly which nominees are opposed. Any fifty (50) or more members of the Cooperative, acting together, may make additional nominations in writing over their signatures, in like manner showing clearly which Committee-nominated candidate(s) are being opposed, not less than twenty-five (25) days prior to the meeting, and the Secretary shall post such nominations at the same place where the list of nominations made by the Committee is posted. The Secretary shall mail to the members with the notice of the meeting, or separately, but at least five (5) days prior to the date of the meeting, a statement of the directors to be elected from specific Directorate Districts, showing the names, addresses, and Directorate District of each nominee, showing separately those nominated by the Committee and those nominated by petition, if any. Except in the event that all candidates nominated as provided in this Section are deceased or withdraw in writing from candidacy prior to the election, no other nomination shall be in order.

SECTION 4.07. Voting for Directors; Validity of Board Action.

In the election of directors, each member shall be entitled to cast the number of votes (but not cumulatively) which corresponds to the total number of directors to be elected, but no member may vote for more nominees from or with respect to any particular Directorate District than the number of nominees eligible for election therefrom. Ballots marked in violation of the foregoing restriction with respect to one or more Directorate Districts shall be invalid and shall not be counted with respect to such District or Districts. Notwithstanding the provisions contained in this Section 4.07 and in Section 4.06, failure to comply with any of such provisions shall not affect in any manner whatsoever the validity of any action taken by the Board of Directors after the election of directors.

SECTION 4.08. Removal of Directors by Members.

Any member may bring charges for cause against any one or more directors and may request the removal of such director(s) by reason thereof by filing with the Secretary such charges in writing, together with a petition signed by not less than ten (10) percent of the total membership of the Cooperative calling for a special member meeting thereon, and specifying the date thereof not less than forty (40) days after filing of such petition, or requesting that the matter be acted upon at the subsequent annual member meeting if such meeting will be held no sooner than forty (40) days after the filing of such petition. Notice of such charge(s) verbatim, of the director(s) against whom the charge(s) have been made and of the member(s) filing the charge(s) shall be contained in the notice of the meeting, or separately notified to the members not less than five (5) days prior to the member meeting at which the matter will be acted upon. Such director(s) shall be informed in writing of the charge(s) at least 20 days prior to the meeting of the members at which the charge(s) are to be considered, and shall have an opportunity at the meeting to be heard in person or by counsel, and to present evidence in respect of the charge(s); and the person or persons bringing the charge(s) against him shall have the same opportunity, but must be heard first. The question of the removal of such director(s) shall be considered and voted upon at such meeting; and any vacancy created by such removal shall be filled by vote of the members at such meeting without compliance with the foregoing provisions with respect to nominations. To remove a director shall require the votes of an affirmative majority of the members represented at the meeting and the number of such affirmative votes must be equal to or greater than five (5) percent of the Cooperative's then-total members. A newly elected director shall be from or with respect to the same Directorate District as was the director whose office he succeeds.

SECTION 4.09. Vacancies.

Except as otherwise provided in these Bylaws with respect to the filling of vacancies caused by the removal of directors by the members a vacancy occurring in the Board of Directors shall be filled by the affirmative vote of a majority of the remaining directors. A director thus elected shall serve out the unexpired term of the director whose office was originally vacated and until his successor is elected and qualified: PROVIDED, that such a director shall be from or with respect to the same Directorate District as was the director whose office was vacated.

SECTION 4.10. Compensation; Expenses; Indemnification.

For their services as such, directors shall, on a per diem basis, receive such compensation, which may include insurance benefits, as is fixed by resolution of the Board of Directors. For the performance of their duties, directors shall also receive advancement or reimbursement of any travel and out-of-pocket expenses actually, necessarily and reasonably incurred, in accordance with the Cooperative's established policies covering such. No director shall receive compensation for serving the Cooperative in any other capacity, nor shall any close relative of a director receive compensation for serving the Cooperative, unless the payment and amount of such compensation shall be specifically authorized by a vote of the members or such payment and amount shall be specifically authorized by the unanimous vote of the remaining directors upon their certification of such as an emergency measure. The Cooperative shall indemnify its directors, officers, employees, and agents, and may purchase insurance to cover such indemnification, as provided for in Section 46-3-306 of the Georgia Code Ann.

SECTION 4.11. Rules, Regulations, Rate Schedules and Contracts.

The Board of Directors shall have power to make, adopt, amend, abolish and promulgate such rules, regulations, rate schedules, contracts, security deposits and any other types of deposits, payments or charges, including contributions in aid of construction, not inconsistent with law or the Cooperative's Articles of Incorporation or Bylaws, as it may deem advisable for the management, administration and regulation of the business and affairs of the Cooperative.

SECTION 4.12. Accounting System and Reports.

The Board of Directors shall cause to be established and maintained a complete accounting system of the Cooperative's financial operations and condition, and shall, after the close of each fiscal year, cause to be made a full, complete and independent audit of the Cooperative's accounts, books and records reflecting financial operations during, and financial condition as of the end of, such year. A full and accurate summary of such audit reports shall be submitted to the members at or prior to the succeeding annual meeting of the members. The Board may authorize

special audits, complete or partial, at any time and for any specified period of time.

**SECTION 4.13. Subscription to “The Live Wires”;
Subscription to “Rural Georgia.”**

For the purpose of disseminating information devoted to the economical, effective and conservative use of electric energy, the Board of Directors shall be empowered, on behalf of and for circulation to the members periodically, to subscribe to the Cooperative’s newsletter, “The Live Wires,” the annual subscription price for which shall not be less than \$1.50 nor more than \$3.00, and which shall be deducted from any funds accruing in favor of such members, so as to reduce such funds in the same manner as would any other expense of the Cooperative. The Board of Directors shall be empowered, on behalf of and for circulation to the members periodically, to subscribe to “Rural Georgia,” the annual subscription price for which shall not be less than \$2.40 nor more than \$6.00, and which shall be deducted from any funds accruing in favor of such members, so as to reduce such funds in the same manner as would any other expense of the Cooperative.

SECTION 4.14. “Close Relative” Defined.

As used in these Bylaws, “close relative” means a person who, by blood or in-law, including step and adoptive kin, is either a spouse, child, grandchild, parent, grandparent, brother or sister. Further, as used in these bylaws, the term “close relative” means a person who by blood, including adoptive kin, is either an aunt, uncle, nephew, niece or first cousin of the principal.

**ARTICLE V
MEETINGS OF DIRECTORS**

SECTION 5.01. Regular Meetings.

A regular meeting of the Board of Directors shall be held, without notice, immediately after the adjournment of the annual meeting of the members, or as soon thereafter as conveniently may be, at such site as designated by the Board in advance of the annual member meeting. A regular meeting of the Board of Directors shall also be held monthly at such date, time and place in one of the counties within which the Cooperative serves as the Board shall provide by resolution. Such regular monthly meeting may be held without notice other than such resolution fixing the date, time and place thereof, 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 three (3) days prior to the next meeting of the Board; AND PROVIDED FURTHER, that, by policy established by the Board, the Chairman may change the date, time or place of a regular monthly meeting for good cause and upon at

least three (3) days’ notice thereof to all directors.

SECTION 5.02. Special Meetings.

Special meetings of the Board of Directors may be called by Board resolution, by the Chairman of the Board, by the President or by any three (3) directors, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided in Section 5.03. The Board, the Chairman, the President, or the directors calling the meeting shall fix the date, time and place for the meeting, which shall be held in Laurens County, Georgia, unless all directors consent to its being held in some other place in Georgia or elsewhere. Upon the consent of all Directors, a special meeting may also be held via a conference telephone call, and without regard to where Directors are actually located at the time of such meeting.

SECTION 5.03. Notice of Directors Meetings.

Written notice of the date, time, place and purpose or purposes of any special meeting of the Board and, when the business to be transacted thereat shall require such, of any regular meeting of the Board shall be delivered to each director not less than three (3) days prior thereto, either personally or by mail, by or at the direction of the Secretary or, upon a default in duty by the Secretary, by him or those calling it in the case of a special meeting or by any other director or officer in the case of any meeting whose date, time and place have already been fixed by Board resolution. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the director at his address as it appears on the records of the Cooperative, with first-class postage thereon prepaid, and postmarked at least three (3) days prior to the meeting date. The attendance of a director at any meeting of the Board shall constitute a waiver of notice of such meeting unless such attendance shall be for the express purpose of objecting to the transaction of any business, or of one or more items of business, on the ground that the meeting shall not have been lawfully called or convened.

SECTION 5.04. Quorum.

The presence in person of a majority of the directors in office shall be required for the transaction of business and, except where these Bylaws provide otherwise respect to specific matters, the affirmative votes of at least a majority of the directors present shall be required for any action to be taken: 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.

**ARTICLE VI
OFFICERS; MISCELLANEOUS**

SECTION 6.01. Number and Title.

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

SECTION 6.02. Election and Term of Office.

The four officers named in Section 6.01 shall be elected by secret written ballot, annually and without prior nomination, by and from the Board of Directors at the first meeting of the Board held after the annual meeting of the members. If the election of such officers shall not be held at such meeting, it shall be held as soon thereafter as conveniently may be. Each such officer shall hold office until the meeting of the Board first held after 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 the Bylaws with respect to the removal of directors by the members and to the removal of officers by the Board of Directors. Any other officers may be elected 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 6.03. Removal.

Any officer, agent or employee elected or appointed by the Board of Directors may be removed by the Board whenever in its judgment the best interests of the Cooperative will thereby be served. However, such removal shall not be effectuated inconsistently with any written contract between the Cooperative and such officer, agent or employee unless he so consents.

SECTION 6.04. Vacancies.

A vacancy in any office elected or appointed by the Board of Directors shall be filled by the Board for the unexpired portion of the term.

SECTION 6.05. Chairman.

The Chairman shall:

- (a) be the principal executive officer of the Board of Directors and shall preside at all meetings of the Board of Directors and, unless determined otherwise by the Board of Directors, at all meetings of the members;
- (b) sign, with the Secretary, certificates of membership the issue of which shall have been authorized by resolution of the Board of Directors, and may sign any deeds, mortgages, deeds of trust, notes, bonds, contracts or other instruments authorized by the Board of Directors to be executed, except in cases in which the signing and execution

thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Cooperative, or shall be required by law to be otherwise signed or executed; and

(c) in general, perform all duties incident to the office of Chairman and such other duties as may be prescribed by the Board of Directors from time to time.

SECTION 6.06. 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 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 6.07. Secretary.

The Secretary shall:

- (a) keep, or cause to be kept, the minutes of meetings of the members and of the Board of Directors in one or more books provided for that purpose;
- (b) see that all notices are duly given in accordance with these Bylaws or as required by law;
- (c) be custodian of the corporate records and of the seal of the Cooperative and see that the seal of the Cooperative is affixed to all certificates of membership prior to the issue thereof and 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 or is required by law;
- (d) keep, or cause to be kept, a register of the name and post office address of each member, which address shall be furnished to the Cooperative by such member;
- (e) sign, with the Chairman, certificates of membership the issue of which shall have been authorized by resolution of the Board of Directors;
- (f) have general charge of the books of the Cooperative in which a record of the members is kept;
- (g) keep on file at all times a complete copy of the Cooperative's Articles of Incorporation and Bylaws, together with all amendments thereto, which copies shall always be open to the inspection of any member and, at the expense of the Cooperative, furnish a copy of such documents and of all amendments thereto upon request to any member; and
- (h) in general, perform all duties incident to the office of the Secretary and such other duties as from time to time may be assigned to him by the Board of Directors.

SECTION 6.08. Treasurer.

The Treasurer shall:

- (a) have charge and custody of and be responsible for all funds and securities of the Cooperative;
- (b) receive and give receipts for monies due and payable to the Cooperative from any source whatsoever, and deposit or invest all such monies in the name of the Cooperative in such bank or banks or securities as shall be selected in accordance with the provisions of these Bylaws; and
- (c) in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board of Directors.

SECTION 6.09. 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 6.07 and 6.08, the Board of Directors by resolution may, except as otherwise limited by law, delegate, wholly or in part, the responsibility and authority for, and the regular or routine administration of, one or more of each such officer’s such duties to one or more agents, other officers or employees 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 6.10. President/Chief Executive Officer.

The Board of Directors may appoint a President/ Chief Executive Officer, who may be, but who shall not be required to be, a member of the Cooperative. Such officer shall perform such duties as the Board of Directors may from time to time require and shall have such authority as the Board of Directors may from time to time vest in him. The Board of Directors may vest in such officer the authority to appoint Vice Presidents who shall be responsible for the various departments of the Cooperative.

SECTION 6.11. Bonds.

The Board of Directors shall require the Treasurer and any other officer, agent or employee of the Cooperative charged with responsibility for the custody of any of its funds or property to give bond in such sum and with such surety as the Board of Directors shall determine. The Board of Directors in its discretion may also require any other officer, agent or employee of the Cooperative to give bond in such amount and with such surety as it shall determine. The costs of all such bonds shall be borne by the Cooperative.

SECTION 6.12. Compensation.

The compensation, if any, of any officer, agent or employee who is also a director or close relative of a director shall be determined as provided in Section 4.10 of these

Bylaws, and the powers, duties and compensation of any other officers, agents and employees shall be fixed or a plan therefor approved by the Board of Directors. The Cooperative shall indemnify any other officer, employee or agent and may purchase insurance to cover such indemnification as provided in Section 46-3-306 of the Georgia Code Ann.

SECTION 6.13. Reports.

The officers of the Cooperative shall submit at each annual meeting of the members reports covering the business of the Cooperative for the previous fiscal year and showing the condition of the Cooperative at the close of such fiscal year.

ARTICLE VII

CONTRACTS, CHECKS AND DEPOSITS

SECTION 7.01. Contracts.

Except as otherwise provided by law or these Bylaws, the Board of Directors may authorize any Cooperative officer, agent or employee to enter into any contract or execute and deliver any instrument in the name and on behalf of the Cooperative, and such authority may be general or confined to specific instances.

SECTION 7.02. Checks, Drafts, etc.

All checks, drafts, or other orders for the payment of money, and all notes, bonds or other evidences of indebtedness, issued in the name of the Cooperative, shall be signed or countersigned by such officer, agent or employee of the Cooperative and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 7.03. Deposits; Investments.

All funds of the Cooperative shall be deposited or invested from time to time to the credit of the Cooperative in such bank or banks or in such financial securities or institutions as the Board of Directors may select.

ARTICLE VIII

MEMBERSHIP CERTIFICATES

SECTION 8.01. Certificate of Membership.

Copy of membership application will serve as membership certificate.

ARTICLE IX

NON-PROFIT OPERATION

SECTION 9.01. Interest or Dividends on Capital Prohibited.

The Cooperative shall at all times be operated on a cooperative non-profit basis for the mutual benefit of its patrons. No interest or dividends shall be paid or payable

by the Cooperative on any capital furnished by its patrons.

SECTION 9.02. Patronage Capital in Connection with Furnishing Electric Energy.

In the furnishing of electric energy the Cooperative's operations shall be so conducted that all patrons will, through their patronage, furnish capital for the Cooperative. In order to induce patronage and to assure that the Cooperative will operate on a non-profit basis, the Cooperative is obligated to account on a patronage basis to all its patrons for all amounts received and receivable from the furnishing of electric energy in excess of operating costs and expenses properly chargeable against the furnishing of electric energy. All such amounts in excess of operating costs and expenses at the moment of receipt by the Cooperative are received with the understanding that they are furnished by the patrons as capital.

The Cooperative is obligated to pay by credits to a capital account for each patron all such amounts in excess of operating costs and expenses. The books and records of the Cooperative shall be 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, and the Cooperative shall within a reasonable time, after the close of the fiscal year, notify each patron of the amount of capital so credited to his account: PROVIDED, that individual notices of such amounts furnished by each patron shall not be required if the Cooperative notifies all patrons of the aggregate amount of such excess and provides a clear explanation of how each patron may compute and determine for himself the specific amount of capital so credited to him. 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 for capital.

All other amounts received by the Cooperative from its operations 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 accounts of patrons, as herein provided.

In the event of dissolution or liquidation of the Cooperative, after all outstanding indebtedness of the Cooperative shall have been paid, outstanding capital credits shall be returned without priority on a pro rata basis before any payments are made on account of property rights of members: PROVIDED, that insofar as gains may at that time be realized from the sale of any appreciated asset, such gains shall be distributed to all

persons who were patrons during the period the asset was owned by the Cooperative in proportion to the amount of business done by such patrons during that period insofar as is practicable, as determined by the Board of Directors, before any payments are made on account of property rights of members. If, at any time prior to dissolution or liquidation, the Board of Directors shall determine that the financial condition of the Cooperative will not be impaired thereby, the capital then credited to patrons' accounts may be retired in full or in part.

Notwithstanding any other provisions of these Bylaws, the Board of Directors shall determine the method of allocation, basis, priority, and order of retirement, if any, for all amounts furnished as patronage capital; and the Board of Directors shall have the power to adopt rules providing for the separate retirement of that portion ("power supply or other service or supply portion") of capital credited to the accounts of patrons which corresponds to capital credited to the account of the Cooperative by an organization furnishing electric service or any other service or supply to the Cooperative. Such rules shall

- (a) establish a method for determining the portion of such capital credited to each patron for each applicable fiscal year,
- (b) provide for separate identification on the Cooperative's books of such portions of capital credited to the Cooperative's patrons,
- (c) provide for appropriate notifications to patrons with respect to such portions of capital credited to their accounts and
- (d) preclude a general retirement of such portions of capital credited to patrons for any fiscal year prior to the general retirement of other capital credited to patrons for the same year or of any capital credited to patrons for any prior fiscal year.

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

Notwithstanding any other provisions of these Bylaws, the Board of Directors shall, at its discretion, have the power at any time upon the death of any patron, who was a natural person, if any representative of his estate shall request in writing that the capital credited to such patron be retired prior to the time such capital would otherwise be retired under the provisions of the Bylaws, to retire such capital immediately upon such terms and conditions as the Board of Directors, acting under policies of general application to situations of like kind, and such legal representatives, shall agree upon: PROVIDED, however, that the financial condition of the Cooperative will not be impaired thereby. 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 the Cooperative which are payable or may become payable to such member, and all payments or other distributions thereof, shall be subject to a security interest in favor of the Cooperative to secure the payment of all debts of such member to the Cooperative, whether for electrical service or otherwise. The total amount of such member's debts to the Cooperative shall be set off against such distributions at the time the distribution would become payable to such 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.

SECTION 9.03. Patronage Refunds in Connection with Furnishing Other Services.

In the event that the Cooperative should engage in the business of furnishing goods or services other than electric energy, all amounts received and receivable therefrom which are in excess of costs and expenses properly chargeable against the furnishing of such goods or services shall, insofar as permitted by law, be prorated annually on a patronage basis and returned to those patrons from whom such amounts were obtained.

**ARTICLE X
WAIVER OF NOTICE**

Any member or director may waive, in writing, any notice of meetings required to be given by these Bylaws.

**ARTICLE XI
DISPOSITION AND PLEDGING OF PROPERTY;
DISTRIBUTION OF SURPLUS ASSETS
ON DISSOLUTION**

SECTION 11.01. Disposition and Pledging of Property.

(a) The Cooperative's Board of Directors, without requirement of the members' vote or consent, is empowered to authorize any sale, lease, lease-sale, exchange or other disposition of less than substantially all of the Cooperative's properties and assets and to authorize the execution and delivery of mortgages, deeds of trusts or any other security instruments covering all or any part of the Cooperative's property and assets, all as provided for in subsections (a) and (b) of Section 46-3-400 of the Georgia Code Ann.

(b) The sale, lease, lease-sale, exchange or other disposition of all or substantially all of

the cooperative's properties and assets may be authorized and effectuated pursuant to the provisions of Section 46-3-401 of the Georgia Code Ann. and Section 11.02 of these Bylaws. Not in conflict with, or in lieu of, but rather as supplementary to such sections, the following procedures shall be followed in authorizing such a sale, lease, lease-sale, exchange or disposition:

(1) Before adopting a resolution recommending such sale, lease, lease-sale, exchange or other disposition, the Board of Directors shall designate three (3) independent appraisers, expert in such matters, to render their individual opinions as to the value of the Cooperative's assets and properties, including its good will and going business value, and as to any other terms and conditions which, in their respective judgments, should be considered.

(2) If the Board of Directors, after receiving such appraisals (and other terms and conditions which are recommended, if any), then determines that such a resolution should be adopted by it-it shall first give every other Georgia electric membership corporation (which has not made the proposal for such sale, lease, lease-sale, exchange or disposition) 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 which the Board has tentatively decided to recommend and a copy of the reports of the three (3) appraisers. Such electric membership corporations shall be given not less than thirty (30) days within 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 or any subsequent proposal which has been submitted to, it shall adopt a resolution to that effect and 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, that consideration thereof by the members may be given at the next annual member 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 two hundred (200) or more members, by so petitioning the Board not less than twenty (20) days before the date of the special or annual meeting at which the matter will be considered, may cause the Cooperative, with the cost to be borne by the Cooperative, to mail to all other members any opposing or alternative positions which they may have to the recommendation that the Board has made.

SECTION 11.02. Distribution of Surplus Assets on Dissolution.

Upon the Cooperative’s dissolution, any assets remaining after all liabilities or obligations of the Cooperative have been satisfied and discharged shall, to the extent practicable as determined by the Board of Directors and not inconsistently with the provisions of the third paragraph of Section 9.02 of these Bylaws, be distributed without priority among all persons who are or who have been members of the Cooperative for any period during its existence, on the basis that their respective patronage during such periods bears to the total receipts of the Cooperative since its inception: PROVIDED, HOWEVER, that, if in the judgment of the Board the amount of such surplus is too small to justify the expense of making such distribution, the Board may, in lieu thereof, donate, or provide for the donation of, such surplus to one or more non-profit charitable or educational organizations that are exempt from Federal income taxation.

**ARTICLE XII
FISCAL YEAR**

The Cooperative’s fiscal year shall begin on the first day of the month of January of each year and end on the last day of the month of December following.

**ARTICLE XIII
RULES OF ORDER**

Parliamentary procedure at all meetings of the members, of the Board of Directors, of any committee provided for in these Bylaws and of any other committee of the members or Board of Directors which may from time to time be duly established shall be governed by the most recent edition of Robert’s Rules of Order, except to the extent such procedure is otherwise determined by law or by the Cooperative’s Articles of Incorporation or Bylaws.

**ARTICLE XIV
SEAL**

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

**ARTICLE XV
AMENDMENTS**

SECTION 15.01. Amendment by Board of Directors.

These Bylaws may be changed (altered, amended, repealed, or new Bylaw provisions adopted) at any meeting of the Board of Directors by the affirmative vote of not less than a majority of the directors present at a meeting at which a quorum is present; PROVIDED, notice of such meeting containing a copy of the proposed change or a reasonable synopsis thereof shall have been given at

least five (5) days prior thereto; AND PROVIDED FURTHER, that the Board of Directors shall not have the power to change provisions of these Bylaws directly relating to the election of the Board of Directors.

SECTION 15.02. Amendment by Members.

Any Bylaw provision required or permitted to be changed by the members may be changed by a two-thirds (2/3) majority of those members present and voting at a regular or special meeting of the members, provided notice of such meeting containing a copy of the proposed change or a reasonable synopsis thereof shall have been given with the notice for such meeting.

SECTION 15.03. Petition of Members.

Any Bylaw provision presented to the members for change shall be sponsored by the Board of Directors or by the petition of not less than fifty (50) sponsoring members. Such petition, containing the signatures of the sponsoring members, shall set forth the proposed change stating the precise wording thereof and the time such change is to become effective, and shall be filed with the Cooperative not less than forty-five (45) days prior to the date of the member meeting at which such proposed change will be acted upon. The Cooperative shall provide a copy of the proposed change or a reasonable synopsis thereof with notice of such meeting.

SECTION 15.04. Illegal Bylaw Provisions.

The Board of Directors or the members may not change any Bylaw provision if such Bylaw provision is illegal or has become a legal nullity. No proposed Bylaw change shall be noticed or acted upon if the Board of Directors determines that the proposed change, if adopted, would be illegal or a legal nullity.

SECTION 15.05. Amendment to Amendment.

Any change so noticed may be amended from the floor of the member or Board meeting at which it is being considered only if the amendment is germane thereto be excluded from participation in, admission or access to, denied the benefits of, or otherwise be subjected to discrimination The person responsible for coordinating this organization’s nondiscrimination compliance efforts is Terri Howard, President|CEO. Any individual, or specific class of individuals, who feels that this organization has subjected them to discrimination may obtain further information about the statutes and regulations listed above from and/or file a written complaint with this organization; or the Secretary, U. S. Department of Agriculture, Washington, D. C. 20250; or the Administrator, Rural Utilities Service, Washington, D. C. 20250. Complaints must be filed within 180 days after the alleged discrimination. Confidentiality will be maintained to the extent possible.

STATEMENT OF NONDISCRIMINATION

Oconee Electric Membership Corporation is the recipient of Federal financial assistance from the Rural Electrification Administration, 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 which provide that no person in the United States on the basis of race, color, national origin, age or disability, shall be excluded from participation in, admission or access to, denied the benefits of, or otherwise be subjected to discrimination under any of this organization's programs or activities. The person responsible for coordinating this organization's nondiscrimination compliance efforts is Terri Howard, President | CEO. Any individual, or specific class of individuals, who feels that this organization has subjected them to discrimination may obtain further information about the statutes and regulations listed above from and/or file a written complaint with this organization; or the Secretary, U. S. Department of Agriculture, Washington, D. C. 20250; or the Administrator, Rural Utilities Service, Washington, D. C. 20250. Complaints must be filed within 180 days after the alleged discrimination Confidentiality will be extent possible.



Oconee EMC

A Touchstone Energy® Cooperative

The power of human connections®



SERVICE RULES **and Regulations**

As revised on February 2020



600 SERVICE RULES AND REGULATIONS

610 - ELECTRIC SERVICE AVAILABILITY

610.1 - Application for Membership

Any person, upon the presentation of picture identification, or any firm, association, corporation, or public body, upon presentation for proper documentation, shall sign a written application for membership and pay a \$5.00 membership fee together with any service security deposit that may be required by the Cooperative. In this application, member shall agree to purchase from the Cooperative all central station electric energy used on premises and to be bound by the Cooperative's Charter and Bylaws and all rules, regulations and rate schedules established pursuant thereto, and pay the minimum monthly bill stated in the application or, in the event of a written contract for service, the minimum set forth in said contract. Upon termination of membership, the membership fee will be refunded or applied against any unpaid balance owed the Cooperative.

610.2 - Service Security Deposit

The Cooperative shall consider the application for membership and determine the appropriate service security deposit in accordance with the criteria set forth hereinafter.

A. Residential Service Applicants

New service applicants who pose no credit risk (green light returned on ONLINE Utility Exchange) will not be charged a deposit.

New service applicants who pose minimal credit risk (yellow light returned on ONLINE Utility Exchange) will be charged a deposit equal to one times the highest month's usage for the service address during the preceding 12 months. If the service address is new and a deposit is required the member will be charged a deposit of \$300.00.

New service applicants who pose substantial credit risk (red light returned on ONLINE Utility Exchange) will be charged a deposit equal to two times the highest month's usage for the service address during the preceding 12 months. If the service address is new and a deposit is required the member will be charged a deposit of \$600.00.

If the new service applicant has his or her service guaranteed by a current member of the Cooperative, the new service applicant's deposit will be based upon the credit history of the guaranteeing member must execute such guaranty documents as required by the Cooperative.

Any existing member who has no deposit and has not paid his or her current bill for 30 days, or has had two or more late charges assessed in any consecutive 24-month period, shall be deemed to have an

unsatisfactory payment record and must pay the maximum deposit to continue service.

Any member having existing service for six months or more who requests additional service, shall have a new ONLINE Utility Exchange pulled and, if the decision indicated a credit risk, the deposit shall be required to be increased to the appropriate deposit amount.

A member who has previously had service terminated or has an unpaid utility bill returned by ONLINE Utility Exchange shall pay a maximum deposit.

A service applicant who provides a social security number that is returned deceased, non-issued, belonging to a person under the age of 18, belonging to a person other than the applicant or is fraudulent, shall be denied service until that person supplies a valid social security number.

The Cooperative cannot demand that an applicant provide his or her social security number as a requirement for service. However, it is the policy of the Cooperative that applicants who refuse to provide his or her social security number pose a greater credit risk and shall be charged the maximum deposit.

B. Commercial Applicants

Sole proprietorships will have an ONLINE Utility Exchange Report pulled on the sole proprietor and charged a deposit which corresponds with the deposit criteria set forth hereinabove in 610.2 for a residential applicant.

Partnerships, Limited Liability Companies (LLC), Limited Partnerships (LP), and Limited Liability Partnerships (LLP) that are less than one year old will have an ONLINE Utility Exchange Report pulled on the managing partner or managing director, as appropriate and charged a deposit which corresponds with the deposit criteria set forth herein above in 610.2 A. for a residential applicant. If the entity is over one year old, an IntelliScore Report will be pulled and a deposit charged as described in paragraph C. below.

A commercial applicant that is a corporation, regardless of whether it is a Subchapter "S" or a "C" Corporation, or any corporation that has a corporate headquarters outside of the service area of the Cooperative (foreign corporation), shall have its credit risk based upon ONLINE Utility Exchange's Business Profile Report and IntelliScore Report.

If there are no negative trade items or indications of risk, the deposit shall reflect the IntelliScore risk as described in paragraph C. If the Business Profile Report or IntelliScore Report indicate a credit risk, the applicant will be referred to management for its deposit to be determined.

Any commercial applicant, with an anticipated bill in excess of \$2,000 per month, will have its deposit determined on a negotiated basis between the management and the prospective applicant.

C. ONLINE Utility Exchange's Business IntelliScore Reports

Commercial applicants who pose low risk and display an IntelliScore score of <<80 to 100>> shall pay a deposit up to one times the highest monthly usage of the service address during the prior 12 months.

Commercial applicants who pose a moderate credit risk and display an IntelliScore of <<70 to 79>> shall pay a deposit of two times the highest monthly usage of their service address during the prior 12 months.

Commercial applicants who pose a substantial credit risk and display an IntelliScore of <<69 or lower>> shall pay a deposit of three times the highest monthly usage of their service address during the prior 12 months.

For new business locations, the Cooperative shall estimate the monthly usage for the applicant and charge a deposit base upon ONLINE Utility Exchange's Business Profile Report or IntelliScore Report.

D. Deposit Duration

The Cooperative normally returns that portion of our member's deposit in excess of \$150.00 after two years of service and a payment history of no late payment charges. However, any member who either has any late payment charge assessed during the initial 24-month of membership, or returns an ONLINE Utility Exchange at the 24-month anniversary of service that indicates substantial credit risk (Red Light returned on ONLINE Utility Exchange), shall not have the deposit in excess of \$150.00 returned until the member's service is terminated or the member no longer poses a substantial credit risk during any 24-month period.

E. Miscellaneous Deposit Criteria

Deposits are required to be paid prior to the time a connect order is issued. Deposits are not transferable from one service address to another. Upon termination of service, the deposit will be applied against any unpaid bills of the member. Any remaining balance will be returned to the member. Members who terminate service and have an unpaid balance which is delinquent by more than 30 days from the final bill date, shall forfeit their membership and shall not be entitled to any deposit refund, capital credit or any other membership privilege.

610.3 - Line Extension

Applicants for electric service will be classified into one of the following defined classifications and service will be extended accordingly:

A. Permanent Establishments

1. Residences

Single-phase overhead electric service will be extended to establishments of this classification in any location within the service area of the Cooperative upon request by the owner or occupant up to 1500 feet without any requirement of contribution in aid of construction. Additional facilities may be extended without charge considering the size of the residence and whether it is total electric. Any contributions that are required will be based upon a cost per foot charge. Underground line extensions will require an additional charge and a cost per foot to pay the difference between the cost of conventional overhead service and underground service. Underground services extended beyond 750 feet may require a contribution in aid of construction based on a standard per foot charge. Three-phase service extensions will be considered on an individual basis considering the potential revenue that will be provided by the residence.

2. Other Permanent Establishments

Single or three-phase service will be extended to schools, public buildings, churches, and commercial and industrial buildings considering the potential revenue and the cost of providing such extensions. A 2:1 ratio of cost to annual revenue will be used as a guide to determine any requirement for contribution in aid of construction.

B. Mobile Homes, Water Pumps, Bins, Grain Bins, Camp Houses and Other Similar Services

Single-phase overhead service will be extended to mobile homes, pumps, barns, grain bins, camp houses and similar services located within 500 feet of the Cooperative's existing distribution facilities under the same conditions as permanent establishments. Overhead service will be extended beyond 500 feet upon the member paying the Cooperative in advance a contribution in aid of construction based on a standard per foot charge. Underground service extensions will require an additional charge and a cost per foot to pay the difference between the cost of conventional overhead service and underground service. Underground service extensions beyond 250 feet will require a contribution in aid of construction based on a standard per foot charge. Three-phase service extensions will be considered on an individual basis considering the potential revenue that will be provided.

Mobile homes will be treated as a permanent establishment if the member (1) provides evidence of ownership of the property on which the mobile homes is located; (2) removes all transportation devices and underpins the structure; (3) installs a permanent pressure water system and sanitary waste disposal system; and (4) executes a five [5] year service contract with the Cooperative.

C. Temporary Service

Temporary service will be furnished for services of short duration or transient nature in accordance with the existing rate schedules of the Cooperative, except that the member shall pay in advance the total estimated cost of installation and removal of the service facilities, less salvage value of the material used. An advance deposit of the full amount of the estimated bill for service may be required.

D. Meter Installation or Transfer

When an application is made for service the member shall pay a service charge in addition to any membership fee and service security deposit.

610.4 - Special Conditions

The Cooperative reserves the right to select the route that line extensions will be constructed considering the cost and future maintenance of the facilities. The shortest distance may not be selected if the conditions of the proposed route are not in the best interest of the Cooperative. Unusual right-of-way clearing cost may be borne by the member. Underground line extensions may not be feasible in soils that are wet or rocky.

610.5 - Standard Supply Voltages

One system of alternating current, 60 hertz, is supplied throughout the Cooperative's system.

The voltage, number of phases, and type of metering which will be supplied depends upon the cooperative's facilities available and upon the character, size and location of the load to be served. Therefore, the member shall consult the Cooperative before proceeding with the purchase or installation of wiring or equipment. To avoid misunderstanding, this information must be in writing.

The standard secondary voltages described below are nominal and are subject to a plus or minus 10 percent variation.

Single-phase, 2-wire, 120 volts

Single-phase, 3-wire, 120/240 volts

Three-phase, 120/208 volts

Three-phase, 240/480 volts

Three-phase, 277/480 volts

610.6 - Service Interruptions

The Cooperative does not guarantee continuous and uninterrupted electric service and will not be liable for loss or damage to any member's property caused by any failure to supply electricity or by any interruption or reversal of the supply of electricity if due to any cause beyond the reasonable control of the Cooperative.

The member shall notify the Cooperative promptly of any defect in service or of any trouble or irregularity in electric supply.

Whenever service is interrupted for work on lines or equipment, such work shall be done, as far as practicable, at a time that will cause the least inconvenience to the member. The member to be affected by such interruptions shall, in practicable, be notified in advance.

610.7 - Standby Power

No electric power sold by the Cooperative shall be used as reserve or standby service, or in any way in conjunction with any other source of power, without the Cooperative's prior written consent.

610.8 - Resale of Power

Member shall not directly or indirectly resell electric energy for any purpose, except that in the case of rental facilities centrally metered, the cost of utilities may be included in the rent charged the tenant. Members shall not divert electric energy to other premises or use it for purposes other than those permitted by the Bylaws, rules and regulations of the Cooperative, and by state or local laws, rules and codes.

610.9 - Office and Service Hours

The Cooperative's headquarters offices is at Dudley, Georgia. The headquarters office and all other Oconee EMC offices are open for business between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

Routine and regular service work shall be performed during the hours of 8:00 a.m. and 4:30 p.m. Monday through Friday, except that no routine and regular service work will be performed on holidays observed during this period. Service work for unusual conditions or circumstances may be arranged, where necessary, at other times upon requested. All connections made at any time, during other normal service hours, shall obligate the member to pay an additional charge calculated to reimburse the Cooperative for overtime labor and overhead costs involved. Emergency service work is performed 24 hours a day, seven days a week. Service personnel may be reached by calling the Cooperative's emergency service number, 478.676.3191.

610.10 - Service Charges

Service calls made by the Cooperative pertaining to the member's premises shall be charged for at the rate of not less than \$40.00 per call during regular working hours and \$60.00 per call for hours after regular working hours.

620 - SERVICE CONNECTIONS, MEMBER WIRING & MEMBER EQUIPMENT

620.1 - Service Connections

The Cooperative will furnish and install only one service drop to a metered point. The member must furnish a point of attachment for the Cooperative's service facilities which will meet the National Electrical Code and the Cooperative's requirements.

The point of attachment furnished by the member must be located at a point where the Cooperative facilities can be constructed at reasonable cost, and in accordance with sound engineering practices. The Cooperative reserves the right to designate the location of the point where attachments and meters will be located.

The Cooperative's responsibility for installation and/or maintenance of service facilities shall not extend beyond the point of attachment to the member's building, central distribution point, or the electric power consumption measuring device.

A member may have any number of service connection under one membership. Additional service connections under one membership must be under direct control of the member, who must agree to be responsible for the payment of all charges on the additional accounts. A service security deposit may be collected for each additional service.

No more than one residence may be served through one meter, except that apartments and trailer parks may be served through a central meter where the cost of utilities is included in the rent charged the occupants, if this is not contrary to any applicable law.

Should the member request, the Cooperative may install facilities in excess of those provided for in the policy. The service facilities will be furnished on a direct cost plus appropriate overhead charges.

All service facilities and equipment constructed and installed by the Cooperative shall remain the sole property of the Cooperative and shall not become part of the property or premises to which said facilities are attached or on which said facilities are constructed.

620.2 - General Wiring Requirements

Each member shall cause all premises receiving electric service pursuant to his membership to become and to remain wired in accordance with the specifications of the National Electrical Code, the Cooperative, any applicable state authority, and in accordance with the limitations of municipal and/or county authorities having jurisdiction. Each member shall be responsible for, and shall indemnify the Cooperative and any other person against injury, loss

or damage resulting from any defect in or improper use or maintenance of, such premises and all wiring and apparatus connected thereto or used thereon. In no event shall the responsibility of the Cooperative extend beyond the point at which its service wires are attached to the meter loop provided for measuring electricity used on such premises.

620.3 - Member Equipment

A. Electric Motors

The Cooperative should always be consulted on motor installations. The maximum permissible size depends upon the member's location on the distribution system and the capacity of the circuit.

It is the characteristic of most electric motors to draw a heavy momentary current when starting, resulting in many cases in variation of the voltages supplied to the other members who receive service from the same circuits or transformer. It is therefore necessary that the Cooperative limit the amount of starting current which may be drawn by a motor.

All motors should be provided with devices that will protect the motor against overload or short circuit. All three-phase motors shall have overload devices on each of the three-phase wires to insure proper protection for the motor. Motors that cannot be safely subjected to full voltage at starting should be provided with a device to insure that, on the failure of the supply voltage, the motor will be disconnected from the line. The direction of phase rotation and the continuity of all three-phase current are guarded with great care, but the Cooperative cannot guard against accidental or temporary change of phase; therefore, motors or other apparatus requiring unchanged phase rotation and continuity of three-phase supply shall be equipped with suitable protection against such reversal or phase failure.

B. Electric Generators

Where auxiliary or standby service is installed by the member to provide emergency power, parallel operation of the member's generating equipment with the Cooperative's system will not be allowed. A double throw switch must be used to prevent possible injury to the Cooperative workmen by making it impossible for power to be fed back into the main line from the emergency generator.

C. Electric Welders and Miscellaneous Devices

Members desiring to operate electric welders or other devices with high inrush or fluctuating currents must supply the Cooperative with information regarding the electrical characteristics of the equipment which adversely affects the Cooperative's equipment or the service to other members.

The Cooperative must be consulted before the purchase or installation of the equipment.

D. Member Responsibility for Protective Devices

All protective devices required by these regulations shall be provided by the member and at the member's sole expense.

620.4 - Power Factor Corrections

The maintenance of high power factor is of primary importance in the economic operation and maintenance of the distribution system. Under-loaded motors contribute largely to the creation of lower power factor unfavorable to both the Cooperative and the member.

Where the over-all power factor of the member's load is less than 90% lagging, the Cooperative may require the member to install at his own expense, equipment to correct the power factor. The Cooperative reserves the right to measure the power factor at any time.

620.5 - Multi-Phase Service

When multi-phase service is furnished, the member will at all times maintain a reasonable balance of load between the phases.

620.6 - Mobile Home Service Entrance

Connections shall be made only to mobile homes that have been wired with a proper externally pole-mounted MAIN disconnection means, as per NEC. Exception: Mobile homes built in accordance with the Department of Housing and Urban Development (HUD) mobile homes standard part 3280.

The definition of a mobile home shall be any factory-assembled structure or structures equipped with the necessary service connections and made with a metal "bed" (floor support) so as to be readily movable as a unit or units on its own running gear and designed to be used as a dwelling unit(s) with or without its running gear removed or with or without permanent foundations (NEC ARTICLE 550-2 Definitions or Better).

630 - Member CLASSIFICATIONS

630.1 - Residential and Farm Service - Rate Schedule R

This schedule is applicable only for residential and farm use and for use incidental thereto supplied through one meter to each individual dwelling unit. The capacity of individual motors served under this schedule shall not exceed seven and one-half (7 1/2) horsepower without the consent of the Cooperative.

Each residential unit or facility must be individually metered and no more than one family unit may be served from one meter.

When a member has his residence and a business on the same meter, the member will be classified under Rate Schedule GS.

630.2 - General Service - Rate Schedule GS

Applicable to all single-phase members. Applicable to multi-phase members that require 50KVA or less transformer capacity.

630.3 - Large Power Service - Rate Schedule LP

This schedule is applicable to electric service of one standard secondary voltage required on member's premises, delivered at one point and metered at or compensated to that voltage. The capacity of individual motors served this schedule shall not exceed seven and one-half (7 1/2) horsepower without consent from the Cooperative. Applicable to members with over 50 KVA of installed transformer capacity.

The delivery point shall be the metering point, unless otherwise specified in the contract for service. All wiring, poles, lines and other electric equipment on the load side of the delivery point shall be owned and maintained by the member.

All service under this classification shall be provided under written contract with the member.

630.4 - Primary Service, CoGeneration - Rate Schedule PC-8

This schedule is applicable to supplement and/or backup electric power and energy generated by members who own and operate in excess of 200 hours per year generating facilities of 100 KW or more on their premises in order to provide all or a part of their own electrical requirements.

630.5 - Outdoor Lighting Service - Rate Schedule OL

This service is applicable to members for dusk-to-dawn outdoor lighting in close proximity to existing overhead distribution, from an existing pole in such line. Service will be rendered only at locations that, in the opinion of the Cooperative, are readily accessible for maintenance.

Service under this schedule is for a term of not less than one (1) year and all members using this service may be required to execute a written contract covering such installations, if requested.

630.6 - Street Lighting Service - Rate Schedule SL

This schedule is applicable to individual, corporation, county, municipal, or state members for service supplied in the lighting of dedicated public streets, whether inside or outside the corporate limits of a municipality.

630.7 - Traffic Lighting Service - Rate Schedule TL

This schedule is applicable to any government agency, municipal, county, state or federal, for an electric service for the operations of traffic control devices.

630.8 - Irrigation Service - Rate Schedule IR

This schedule is applicable to members only for pumping loads that pump water directly into an irrigation system, and for auxiliary load such as drive motors supplied through one meter. This service may be interruptible or non-interruptible.

630.9 - High Load Factor Rate Schedule

This schedule is applicable to electric service of one standard secondary voltage required on member's premises, delivered at one point and metered at or compensated to that voltage. The service shall be three-phase; have a connected load of 900 KW or greater; and maintain a billing load factor of 65% or greater. Billing load factor shall be computed annually using the 12 months ending September 30 of the previous year.

640 - METERING

640.1 - Electric Meters

All electric meters shall be installed and sealed on an exterior surface approximately at eye level. Upon request of the applicant for service, a representative of the Cooperative will designate the location of the point where the meter will be installed.

The Cooperative will furnish such metering equipment as is necessary to measure the electric service, supplied in accordance with the applicable rate schedule.

640.2 - Meter Reading

Meters will be read at regular intervals monthly, in groups, known as routes; the reading date of any particular meter depending upon the route in which it is located.

When a meter cannot be read on a scheduled date, the meter reading and corresponding use for the month will be estimated based on the member's past history.

640.3 - Failure of Meter to Register Correctly

If a meter fails to register correctly, the member will be billed on an estimated consumption, which will be based on the previous use of the member. Consideration will be given to consumption during months immediately preceding, consumption in similar periods of other years, comparative uses and sizes of connected loads, and other relevant facts.

640.4 - Meter Test

The Cooperative will upon request, test the accuracy of a member's meter upon the member making a

deposit of \$40.00 for a single-phase meter or \$80.00 for a three-phase meter, said deposit non-refundable if test indicates that meter is accurate with prescribed industry standards. If the meter, upon testing is found to be more than 2% (plus or minus) in error, the deposit shall be refunded to the member, and the member's bill will be adjusted as set forth in Section 650.2.

The Cooperative will make periodic tests and inspections of its meters in order to maintain the required standard of accuracy.

640.5 - Separate Meter for Each Service

A separate meter shall be used at each separate premises for measuring electric service to each member. Meter reading will not be consolidated for the same member at different premises, or for several members on the same or different premises. Each metered service shall be billed at a service schedule prescribed for the class of service, and service supplied through more than one meter at the same or different locations shall not be combined and billed under one service schedule, except where Cooperative Management determines that such consolidated billing will be advantageous to the Cooperative because of convenience, economics or other reasons which are beneficial to the Cooperative.

650 - BILLING

650 - Fair Credit Reporting Act Policy

It is the policy of the Cooperative to comply with all provisions of the Fair Credit Reporting Act ("FCRA") including those amendments made to it by the Fair and Accurate Credit Transaction Act ("FACT Act") and, when they have been finalized, any implementing rules concerning said Acts.

The Cooperative shall obtain an ONLINE Utility Exchange Report in connection with an application for membership and the utility service requested by the applicant in connection therewith. The Cooperative shall not discriminate in regard to any member or in regard to any information received pursuant to an ONLINE Utility Exchange Report.

The Cooperative shall provide appropriate notices of adverse action to all members who are entitled to then under FCRA.

No one with the Cooperative shall disclose anything from an ONLINE Utility Exchange Report the Cooperative has procured or otherwise has in its custody, except as permitted or required by law.

The Cooperative will take reasonable precautions to ensure the complete destruction, beyond possibility of recovery by unauthorized persons, of any records containing ONLINE Utility Exchange

Report information which is no longer intended to be retained by the Cooperative for its business purposes.

The Cooperative may report information about the member's account to ONLINE Utility Exchange in regard to late payments, missed payments, other defaults or adverse information in regard to a members' account and any disconnection of a member's service.

Prior to taking any adverse action based in whole or in part on an ONLINE Utility Exchange Report, the Cooperative shall provide the applicant or member, to whom the report relates, orally or in writing, notice of the adverse action. The Cooperative will provide the member with the name, address and telephone number of ONLINE Utility Exchange as the reporting agency. The Cooperative will provide the member with a statement that the ONLINE Utility Exchange did not make the decision to take the adverse action and is unable to provide the member the specific reasons why the adverse action was taken. Additionally, the Cooperative will provide the member orally or in writing of the member's rights to make a written request within sixty (60) days for a free copy of the ONLINE Utility Exchange Report from orally or in writing that he or she may dispute, under section 611 of FCRA, the accuracy or completeness of any information contained in the ONLINE Utility Exchange Report.

650.1 - Billing Period and Payment of Bills

All members shall be billed monthly, and in accordance with the billing cycle chosen by the member.

Bills are due and payable upon receipt of the bill by the member. Bills paid after the due date shall be considered delinquent, and a late payment charge will be added. If this day falls on a weekend or holiday, the bill may be paid on the next workday with no late payment charge. Assessment of the late payment charge will be determined by the postmark date on all bills received by mail or electronic time stamp.

Payment on accounts may be made by cash, check or bank draft. A residential member may pay with Visa, MasterCard or Discover credit card. If a check in payment of member's account is returned from a bank, there will be a returned check charge added. The member will be given ten (10) days notice by mail to pay the account. A check to cover payment of a returned check will not be accepted. Furthermore, if two or more returned checks are tendered within the most previous twelve (12) month period to pay a member's account, the Cooperative may, at its option, require that any and all payments made to be in cash for the ensuing twelve (12) months.

Payment of bills may be made by mail or in person at the Cooperative in Dudley, Georgia, Payments may also be made via Oconee EMC's mobile app, web portal, over the phone or at any PaySite kiosk located within Oconee EMC's service territory.

Members failing to receive a bill shall notify the Cooperative. Failure to receive bill does not waive the late payment charge, nor exempt the member from disconnection of service for non-payment.

650.2 - Adjustment of Bills

If a meter is found to be more than two (2%) percent in error (plus or minus), the Cooperative will re-bill the member and adjust the member's bill for the previous three (3) months. Each adjusted bill will be estimated based upon all known pertinent facts.

Whenever it is found that for any reason other than incorrect calibration, the metering apparatus has not registered the true consumption, the member's consumption during the entire period of incorrect calibration will be estimated, based upon all known pertinent facts. The member's bill for such period will be adjusted accordingly.

650.3 - Disconnect and Failure to Pay and Reconnection Fee

All members who fail to pay for service are subject to disconnection. If a member is delinquent as set forth in 650.1 and fifteen days after the due date, service shall be disconnected.

Any member, who in good faith disputes the amount due of his or her obligation to pay, has the right to notify the Cooperative in writing of the dispute prior to the date provided for disconnection of service. If written notice of the dispute is timely received by the Cooperative, service will not be disconnected until the investigation by the Cooperative is complete. If the investigation is favorable to the member, there will be no disconnection of service. However, if the investigation is not favorable to the member, service will be disconnected.

All members, whose service has been disconnected for non-payment in accordance with the provisions of Section 650.1 shall be required to pay, in addition to all amounts owed the Cooperative, a \$50.00 reconnection fee and a \$50 additional deposit.

Reconnections shall only be made during normal business hours.

650.4 - Other Reasons for Disconnection

Service will be disconnected immediately and without notice for the following reasons:

- A. Discovery of meter tampering
- B. Diversion of energy
- C. Discovery of a condition determined by the Cooperative to be hazardous and posing an eminent threat or danger to persons or property.

Electric service will be reconnected in the above cases under the following conditions:

- A. Correction of infraction
- B. Payment of unmetered current, if applicable
- C. Payment of an additional \$200.00 reconnect charge which is in addition to any other ordinary reconnection fee (applicable to A & B only)
- D. Payment for an equipment damaged
- E. Deposit may be required as set forth in 610.2
- F. Member must agree to comply with reasonable requirements to protect Cooperative against further infractions.

Service may be disconnected, but only after notice and reasonable time to comply with infraction has been allowed, for the following reasons:

- A. For violation of and/or non-compliance with any applicable state or other local laws, regulation and codes pertaining to electric service
- B. For non-compliance with Bylaws, rules and regulations of the Cooperative.

Electric service disconnected for above reasons will be reconnected upon correction of infractions under the same conditions as if member had requested disconnection.

If a member requests a disconnection and a known party resides on the premises, then the Cooperative will provide a five-day notice of intent to disconnect to the occupant to be left at the premise.

650.5 - Extension of Credit

The Cooperative may deviate from its policy on cutoffs for delinquent bills only in accordance with the following standards:

- A. When it is determined that enforcement of the policy will constitute an undue hardship in relation to the amount of the delinquent bill, or that extension of credit for a fixed time, or arrangement for installment payment of the bill will not unduly impair the Cooperative's ability to effectuate final collection of the bill; or
- B. When the member involved establishes to the satisfaction of the Cooperative that his failure to pay the bill has resulted from some mistake on the Cooperative's part or some mistake for which the member was not responsible; or
- C. When the involved bill is a final bill covering service to a farm, house or other residential

account and the main building thereof has been destroyed by fire not caused by act of arson on the part of the member or his family; or
D. When to disconnect service might pose immediate danger to the member or other persons due to illness or when the household is immediately and directly affected by a death.

660 - EASEMENTS, RIGHTS OF ACCESS AND COOPERATIVE PROPERTY

660.1 - Member to Grant Easements to Cooperative

Each member shall, upon being requested to do so by the Cooperative, execute and deliver to the Cooperative grants of easement or rights-of-way over, on and under such lands owned by the member, and in accordance with such reasonable terms and conditions, as the Cooperative shall require for the furnishing of electric service to him or other members or for the construction, operation, maintenance or relocation of the Cooperative's electric facilities.

660.2 - Right of Access

Cooperative's identified employees shall have the right to access to member's premises at all reasonable times for the purpose of reading meters, testing, repairing, removing, maintaining or exchanging any or all equipment and facilities which are property of the Cooperative.

660.3 - Cooperative Property

All meters, service connections, and other equipment furnished by the Cooperative shall be, and remain, the property of the Cooperative. The member shall exercise proper care to protect the property of the Cooperative on its premises and, in the event of loss or damage to the Cooperative's property arising from neglect of the member to care for the same, the cost of necessary repairs or replacement shall be paid by the member.

670 - MISCELLANEOUS

670.1 - Scheduled Outages

Although the greater part of the Cooperative's line maintenance and repair work is done with lines energized, there exists requirements for outages due to some work on lines. Such work shall be done, as far as possible, at a time which will cause the least inconvenience to the member. The member to be affected by such interruptions shall, if practicable, be notified in advance.

670.2 - Line and Facilities Relocation

In the event the location of the Cooperative's lines and facilities interfere with the use of property on which they are located, the Cooperative will, upon the request of the property owner, reasonably relocate such lines and facilities upon the member

agreeing to pay the actual cost involved, except in instances where it would be to the advantage of the Cooperative to make such relocation.

Similar requests for relocation required by federal, state, or county or municipal highway and street construction or modification will be handled in the same manner as above stated.

670.3 - Notice of Service Disconnection

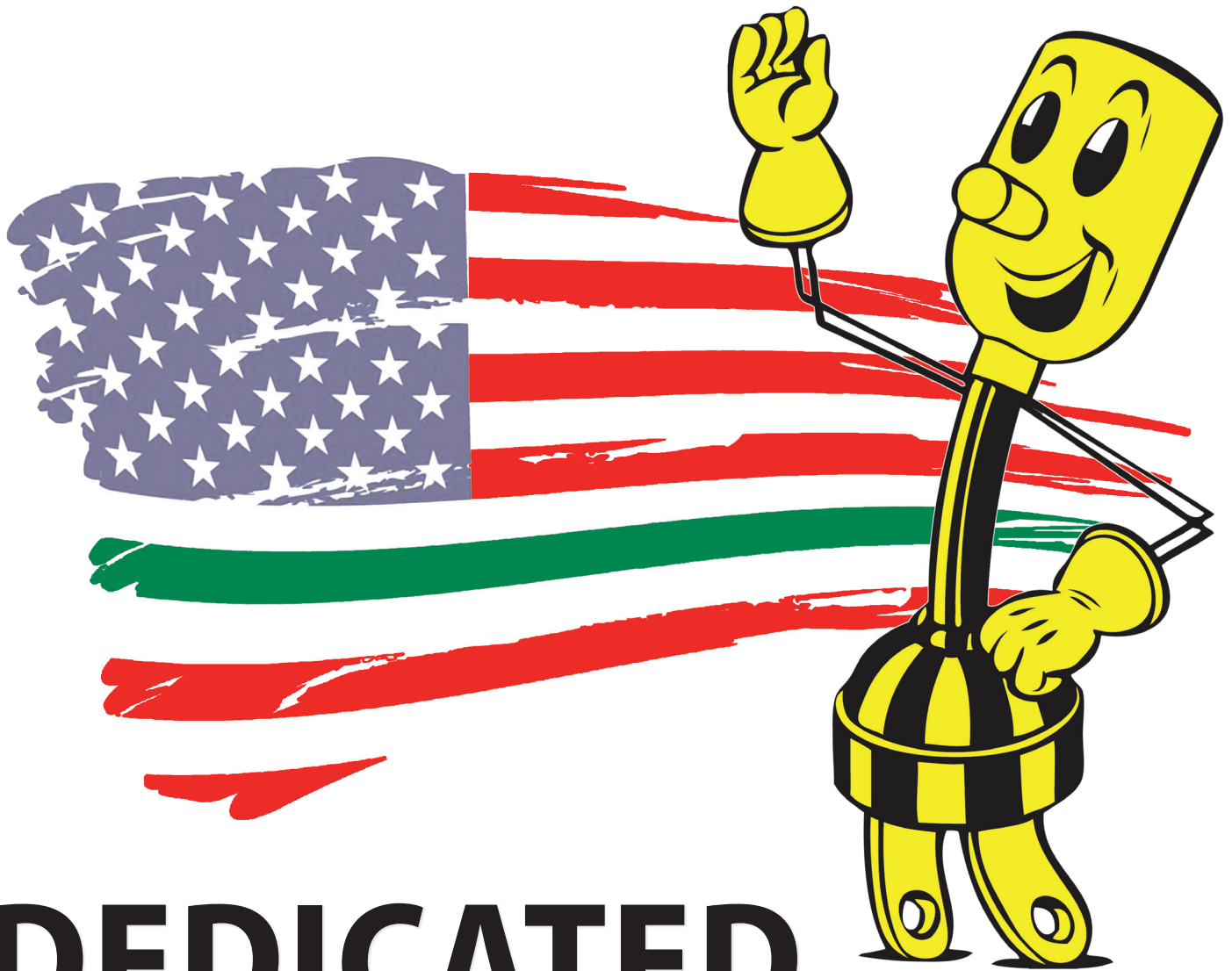
Member shall give a minimum of three (3) days written notice prior to disconnection, unless written contract specifies otherwise.

670.4 - General Conditions for Member Withdrawal

A member may voluntarily withdraw in good standing from membership upon compliance with the generally applicable conditions set forth following:

- A. Payment of any and all amounts due the Cooperative, and cessation of any non-compliance with his membership obligations, all as of the effective date of withdrawal; and either
 1. Removal to other premises not furnished service by the Cooperative; or
 2. Ceasing to use any central station electric service whatever at any of the premises to which such service has been furnished by the Cooperative pursuant to his membership.

Upon such withdrawal, the member shall be entitled to refund of his membership fee and of any service security deposit then held by the Cooperative.



DEDICATED
to serving our
MEMBERS

#cooperativedifference

Headquarters: P.O. Box 37 | 3445 Highway 80 W | Dudley, GA 31022