

**Corporate
Bylaws**
Of
**Tri-County
Electric
Membership
Corporation**

Created in 1939
Latest Revision - February 2024

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TRI-COUNTY EMC BYLAWS

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TRI-COUNTY EMC BYLAWS

GLOSSARY

Annual Meeting of Members/Member Meetings

Member Meetings and an Annual Meeting of Members is required by the laws of the State of Georgia and by the Bylaws of the Cooperative at a time, date and place as determined by the Board of Directors. The Annual Meeting of Members shall be held in order to elect Directors and to pass upon other business as lawfully comes before the Meeting of Members.

Articles of Incorporation “Articles of Incorporation” means the original restated Articles of Incorporation or Articles of Consolidation and all the amendments thereto, including Articles of Merger, and also includes what have been designated by the laws of the State of Georgia prior to July 1, 1981 as Charters.

Bylaws The Bylaws are organizational rules adopted by the members and set forth how the Cooperative is to be governed. The Board of Directors and all members must abide by the Bylaws.

CEO The CEO is the highest ranking administrative and management officer on the Cooperative staff and is the top executive responsible for the Cooperative’s overall operations and performance. The CEO is the liaison between the Board of Directors and the Cooperative staff.

Chairman of the Board of Directors The Chairman is the highest ranking officer of the Cooperative and shall preside at all meetings of the members and the board. The Chairman may sign, with the Secretary, any deeds, mortgages, deeds of trusts, notes, bonds, contracts or any 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 the Cooperative’s bylaws to some other officer or agent of the Cooperative, or shall be required by law to be otherwise signed or executed. The Chairman in general, shall perform all duties instant to the office of the Chairman and such other duties as may be prescribed by the Board of Directors from time to time.

Cooperative An organization whose philosophy is based on one member, one vote and that any money received in excess of expenses will be given back to the cooperative members on a prorata basis of contribution.

Credentials and Elections Committee A “Credentials and Elections Committee” is required by the laws of the State of Georgia and Tri-County Electric Membership Corporation Bylaws and is to be composed of members who are not officers or directors of the electric membership corporation or candidates for such positions. The Credentials and Elections Committee shall be responsible for the counting of all ballots or votes cast and for the ruling on the effective of any ballots or votes irregularly marked or cast and on 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 qualification of candidates and the regularity of the nomination and election of directors.

Director A person elected by the members who serves as a policy maker for Tri-County Electric Membership Corporation.

Director District A geographic area within the territory served by Tri-County Electric Membership Corporation in which a Director must be a bona fide resident to qualify for the office of Director.

Electric Membership Corporation or “EMC” An electric membership corporation organized under the laws of the State of Georgia or any prior electric membership corporation law of the State of Georgia, or a corporation which elected, in accordance with the provisions thereof, to be governed by GA. L. 1937, p. 644, the “electric membership corporation act”.

Executive Committee The Executive Committee shall consist of the officers of the Board of Directors, (Chairman, Vice Chairman and Secretary-Treasurer) who shall have such authority as delegated to them by the Cooperative’s Bylaws or the majority of the Board of Directors of Cooperative. Any action of the Executive Committee will be reported to the full board at the next regular or special meeting of the Board of Directors.

Federal Agency Special government organizations set up for a specific purpose such as the management of resources, financial oversight of industries or national security issues. Specifically, federal agency as an administrative division within the federal government that serves specifically assigned purposes across the legislative, judicial and executive branches of government.

Federal Agency “includes United States of America and any department, administration, commission, board, bureau, office, establishment, agency, authority or instrumentality thereof.

Governing Documents The “Governing Documents” for membership are the written membership application signed by an applicant or member and the following documents and actions, all as currently existing or as later adopted or amended: (1) Georgia law regarding or affecting the Cooperative’s property, property rights, easements, facilities and equipment; (2) the Articles of Incorporation for Tri-County Electric Membership Corporation; (3) these Bylaws; (4) the Cooperative service rules and regulations; (5) the Cooperative’s rates and schedule of charges.

Member To become a “Member”, an applicant must complete and sign a written membership application provided by the Cooperative in which the applicant agrees to: (1) comply with the governing documents; (2) ensure that Member equipment or facilities to receive electric service complies with the Cooperative Governing Documents and the Nation Electric Safety Code; (3) the prices, rates, or amounts determined by the Cooperative Board of Directors, and pursuant to the terms,

conditions, time, and manner specified by the Cooperative, [ay the Cooperative for: (A) Cooperative services and electric energy provided to or for a location occupied or operated by the applicant; (B) governing documents; and (C) interest, late payment fees, and collection costs including attorney and collection fees related to amounts owed, but not timely paid to the Cooperative.

National Electric Safety Code The National Electric Safety Code is a United States standard of the safe installation, operation, and maintenance of electric power and communication utility systems, including power substations, power and communication overhead lines and power and communication underground lines.

Nominating Committee The Nominating Committee shall be appointed in accord with the Bylaws to nominate for election qualified director candidates residing in the director district that has or will have a director vacancy.

Patron The term "Patron" means, during a fiscal year: (1) a member; and (2) any other person using a Cooperative service to whom the Cooperative is obligated to allocate capital credits, which obligation existed before the Cooperative received payment for the Cooperative service.

Political Subdivision Political subdivisions are local governments created by the State to help fulfill governmental obligations which include counties, cities, and special districts such as school districts, water districts, park districts and airport districts.

Regular Board Meetings The Board of Directors shall meet regularly on a monthly date, time and location determined by the Board.

Secretary The Secretary shall be responsible for assuring that the following duties are performed:

- Keeping the minutes of the meetings of the Members and the Board of Directors in a book provided for that purpose.
- Seeing that all notices are duly given in accordance with the Cooperative's Bylaws or as required by law.
- To oversee the safekeeping of the corporate books and records and the seal of the Cooperative and affixing the seal of the Cooperative to all documents, or as may be delegated by the Secretary. The execution of which on behalf of the Cooperative under its seal is duly authorized in accordance with the provision of the Cooperative's Bylaws.
- Overseeing keeping a register of the names and addresses of the Members.
- Overseeing the keeping on file at all times a complete copy of the Articles of Incorporation and Bylaws of the Cooperative containing all the amendments thereto (which copy shall always be open to

the inspection of any member) and at the expense of the Cooperative, furnishing a copy of the Bylaws and all amendments thereto to any member upon request, and;

- In general in performing all duties instant to the office of the Secretary and such other duties as from time to time may be assigned to the Secretary by the Board of Directors.

Special Meetings of the Board of Directors Should the Board need to meet at any time other than a regularly scheduled board meeting, the same shall be a Special Meeting of the Board of Directors.

State For purposes of these bylaws, "State" shall mean the State of Georgia.

Treasurer The Cooperative's Treasurer shall be responsible for insuring that the following duties are performed:

- That custody of all funds and securities of the Cooperative shall be accounted for and the receipt and issuance of receipts for all monies due and payable to the Cooperative
- The deposit of all such monies in the name of the Cooperative in such bank or banks as shall be selected in accordance with the provisions of the Cooperative's Bylaws; and
- general performance of all duties instant to the office of Treasurer and such other duties from time to time may be assigned to the Treasurer by the Board of Directors.

Tri-County Electric Membership Corporation

Tri-County EMC is a Georgia non-profit cooperative corporation organized under the Electric Cooperative enabling legislation to serve the needs of persons living in rural areas with electricity in a geographically defined territory.

Vice Chairman In absence of the Chairman, or in the event of his or her ability or refusal to act, the Vice Chairman shall perform the duties of the Chairman and when so acting shall have all powers of and be subject to all restrictions upon the Chairman. The Vice Chairman shall also perform such other duties as from time to time may be assigned by the Board of Directors.

ARTICLE I:

MEMBERSHIP

SECTION 1.01. Eligibility. Any of the following legal entities: natural person, firm, association, corporation, business trust, partnership, Federal Agency, State or Political Subdivision thereof or body politic (each hereinafter referred to as "person," "applicant,") shall be eligible to become a member of, and, at one or more premises owned or directly occupied or used by the applicant, to receive electric service from, Tri-County Elec-

tric Membership Corporation (hereinafter called the “Cooperative”). No legal entity shall hold more than one membership in the Cooperative.

SECTION 1.02. Application for Membership; Renewal of Prior Application. Application for membership—whereby the applicant agrees 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 service rules, regulations and rate 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 obligation”)—shall be made in writing on such form as is provided therefore by the Cooperative. With respect to any particular classification of service for which the Board of Directors shall require, such application shall be accompanied by a supplemental contract, executed by the applicant on such forms as is provided therefor by the Cooperative. The membership applications shall be accompanied by the membership fee provided for in Section 1.03 (together with any signed supplemental contract, service security deposit or contribution in aid of construction that may be required by the Cooperative), which fee (and such security deposit and/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, owed by him to the Cooperative (together with any service security deposit or contribution 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 Deposit; Contribution in Aid of Construction; Service Connection Fee. The applicant shall pay such membership fee as established by the Board of Directors. An account establishment fee in such amount as shall be fixed by the Board of Directors (together with a service security deposit or a contribution in aid of construction, or both, if required by the Cooperative), shall be paid by the member for each additional connection.

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, convert such membership into a joint membership. The words “member,” “applicant,” or “person,” 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; and all provisions relating to the rights, powers, terms, conditions, obligations, responsibilities and liabilities of membership shall apply equally to them. Without limiting the generality of the foregoing—

- the presence at a meeting of either or both shall constitute the presence of one member. Said member shall receive only one ballot. The presence of either shall constitute a joint waiver of the meeting.

- the vote of either or both shall constitute, respectively, one joint vote;
- notice to, or waiver of notice signed or otherwise effected by, either or both shall constitute, respectively, a joint notice or waiver of notice;
- suspension or termination in any manner of either shall constitute respectively, suspension or termination of the joint membership; and
- each, but not both concurrently, shall be eligible to serve as an officer or director of the Cooperative, but only if both meet the qualifications thereof.
- No joint memberships will be created after October 16, 2015.

SECTION 1.05. Acceptance into Membership. Upon complying with the requirements set forth in Sections 1.01, 1.02 and 1.03, any applicant shall automatically be accepted into membership in, and become eligible to receive electric service from the Cooperative, 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 a written request with the Cooperative at least thirty (30) days prior to the next meeting of the members, have their 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 to be heard.

SECTION 1.06. Purchase of Electric Power and Energy. The Cooperative shall use its best efforts to furnish its members with adequate and dependable electric service, although it cannot and 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 the member, 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 at the times, and in accordance with the service 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 subject to appropriate regulations as shall be fixed from time to time by the Cooperative. Each member shall also pay all other amounts owed to the Cooperative as and when they become due and payable.

SECTION 1.07. Wiring of Premises; Responsibility Therefore; Responsibility for Meter Tampering or Bypassing and for Damage to Cooperative Properties. Each member shall cause all premises receiving electric service to become and to remain wired in accordance with

the specifications of The National Electrical Safety 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, 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 inspection, maintenance, replacement, relocation or repair thereof at all reasonable times. As a 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 member's best efforts to prevent others from so doing. In the event such facilities are interfered with, impaired in their operation or damaged by the member, or by any other person when the member's reasonable care and surveillance could have prevented such, the member shall indemnify the Cooperative and any other person against death, injury, loss or damage resulting therefrom. The indemnity includes but is 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 resulting defective functioning of its metering equipment. 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 member's premises, except that the Cooperative shall, in accordance with its applicable service rules and regulations, indemnify the member for any overcharges for service that may result from malfunctioning metering equipment.

SECTION 1.08. Member to Grant Easement to Cooperative if Required. As a condition of membership, 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, under and on such lands owned or leased by the member, and in accordance with such reasonable terms and conditions, as the Cooperative shall require for the furnishing of electric service to the member for the construction, reconstruction, operation, maintenance or relocation of the Cooperative's electric facilities to serve the member.

ARTICLE II

MEMBERSHIP SUSPENSION AND TERMINATION

SECTION 2.01. Suspension; Reinstatement. Upon the failure, after expiration of the initial time limit prescribed either in a specific notice or in the Cooperative's generally publicized applicable rules and regulations to pay the amounts due the Cooperative or to cease any other noncompliance with membership obligations, a membership shall be automatically

suspended; and he shall not 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 noncompliance of membership obligations within the final time limit provided in such notice or service 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 meeting of its members.

SECTION 2.02. Termination by Expulsion; Renewed Membership. Upon the failure of a suspended member to be automatically reinstated to membership, as provided in Section 2.01, the suspended member 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 persons expelled may, by delivering written notice to that effect to the Cooperative at least thirty (30) days prior to the next meeting of the members, appeal to and be present and heard at such meeting. The members may vote for approval of such expulsion or disapproval thereof. If the members disapprove of expulsion, the membership shall be reinstated retroactively to the date of suspension. After any finally effective expulsion, the member may not again become a member except upon new application duly approved as provided in Section 1.05. The Board of Directors, 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 membership obligations.

SECTION 2.03. Termination by Withdrawal or Resignation. A member may 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 cooperative membership in favor of a new applicant who also shall) own or directly occupy or use all premises being furnished electric service pursuant to a membership, or (b) except when the Board of Directors specifically waives such a condition, abandoning totally and permanently the use of cooperative electric service on such premises.

SECTION 2.04. Termination by Death or Cessation of Existence; Continuation of Membership in a Remaining Partner. Except as provided in Section 2.06, the death of an individual member shall automatically terminate cooperative 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 withdrawal or addition of any individual partner, such membership shall continue to be held by such remaining partner or partners, including any additional partners that continue to own or directly occupy or use the premises being furnished electric service pursuant to such membership.

SECTION 2.05. Effect of Termination. Upon the termi-

nation in any manner of a membership, the member shall be entitled to a refund of the membership fee and service security deposit(s), if any, paid to the Cooperative, less any amounts due the Cooperative; but neither the member nor his estate, nor any former partner of a partnership member, if such person was a partner when such debt or obligation came into being, 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 member from membership obligations as to entitle him to purchase from any other person any electric power and energy 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, legal separation or divorce in a joint membership, the account shall be closed, and a new account opened. Provided, however, the persons or their estates of the former account shall not be released from any debts due to the Cooperative.

ARTICLE III

MEETINGS OF MEMBERS

SECTION 3.01. Annual Meeting. For the purpose of electing directors, hearing and passing upon reports covering the previous fiscal year and of transacting such other business as may properly come before the meeting, the annual meeting of the members shall be held each year during the month of October, November or December, and beginning at such an hour and place within the service area as the Board of Directors shall from year to year fix: PROVIDED, that for good cause the Board of Directors may fix a different date for such annual meeting not more than thirty (30) days prior or subsequent to the date established for such meeting in this Section. It shall be the responsibility of the Board of Directors to make adequate plans and preparations for, and to encourage member participation in 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 resolution of the Board of Directors or upon written request signed by any five (5) directors or by not less than ten (10%) per centum of the members, and it shall be thereupon the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided in Section 3.03. Said Special Meeting shall be held no earlier than forty-five (45) days from the call thereof at a location and time as determined by the Board of Directors.

SECTION 3.03. Notice of Member Meetings. Written or printed notice of the place, day and hour of the meetings, 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 IX, be delivered to each member not less than five (5) nor more than ninety (90) days before the date of the meeting, either personally or by mail, by those calling it in the case of an annual meeting whose time, place and date have actually been fixed by the Board of Directors. No proposal to amend the Cooperative's charter, or to dissolve the Cooperative, or to consolidate or merge the Cooperative with another corporation, or any matter the carrying of which requires the affirmative votes of at least a clear majority of all the Cooperative's then 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 Cooperative's records, with postage thereon prepaid and postmarked at least seven (7) days before the meeting date, except as provided in Article IX. The incidental and unintended 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 (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.

SECTION 3.04. Quorum. Attendance in person, by proxy, by letter of authorization, by voting by mail ballot, or by voting electronically, of at least one hundred fifty (150) members of the Cooperative shall be required for the transaction of business at any meeting of the members. If less than a quorum is present at any meeting, a majority of those present 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 named in Section 3.01 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 new time, date and place of such adjourned meeting by delivering notice thereof as provided in Section 3.03.

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, including votes cast by mail ballots or electronically. 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 majority of the members voting thereon in person, including votes cast by mail ballots or electronically, except as otherwise provided by law or by the Cooperative's Articles of Incorporation or Bylaws.

The Board of Directors may fix the Record Date for voting or other action, but the Voting Record Date may not be more than thirty (30) days before the meeting of the members. The Board of Directors may fix the Record date for a member petition to

nominate a director candidate, but the Petition Record Date may not be less than ninety (90) days prior to the Annual Meeting of members. If a member is terminated or suspended after the Record Date, the member may not sign a document, receive a document, or otherwise act.

The Board of Directors may fix the Record Date for voting or other action, but the Voting Record Date may not be more than thirty (30) days before the meeting of members. The Board of Directors may fix the Record Date for a member petition to nominate a director candidate, but the Petition Record Date may not be less than ninety (90) days prior to the Annual Meeting of members. If a member is terminated or suspended after the Record Date, then the member may not sign a document, receive a document, or otherwise act.

Ballots for the election of directors and for voting on any other matter shown on the agenda if the same has been authorized by the Board of Directors, shall be prepared and provided to all members, either by mail or electronically, no less than fourteen (14) days prior to the meeting. Instructions as to how the ballot may be voted shall be provided. The ballots shall be received by the cooperative no later than the close of business on the last day prior to the annual meeting or special meeting or may be cast at the meeting.

In case of a tie at an annual meeting or special meeting on any matter voted, the issue voted upon shall not pass. In case of a tie in an election of a Director, any runoff will be conducted by mail or electronic balloting without a meeting.

SECTION 3.06. Proxies Allowed. Proxy voting shall be allowed at any meeting of the members of the Cooperative. However, any person attending any meeting of the Cooperative shall be limited to one proxy vote. To vote a proxy vote, a person must present prior to or upon registration at each member meeting, satisfactory evidence entitling the person presenting the same to vote.

SECTION 3.07. Credentials and Election Committee. The Board of Directors shall, at least thirty (30) days before any meeting of the members, appoint a Credentials and Election Committee consisting of nine (9) members of the Cooperative who are not existing directors or known candidates for directors, and who are not close relatives, as defined by Section 4.13, or members of the same household of existing directors or known candidates for directors, nor shall they be members of the Nominating Committee. The Committee shall elect its own chairman and secretary.

It shall be the responsibility of the Committee to pass upon all questions that may arise with respect to the registration of members in person, to count all ballots cast in any election or in any other ballot vote taken, to rule upon the effect of any ballots irregularly or indecisively marked, 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 may request, but not be limited to, the advice of the Cooperative's attorney. In the event a

protest or objection is filed concerning any election, such protest or obligation must be filed 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 counsel, 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, which may be either to affirm or change the results of the election or to set aside such election. The Committee's decision (as reflected by a majority of those actually present and voting) on all such matters shall be final.

SECTION 3.08. 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:

- Report on the number of members that have voted in order to determine the existence of a quorum;
- Reading of the notice of the meeting and proof of the due delivery thereof, or of the waiver or waivers of notice of the meeting, as the case may be;
- Reading of unapproved minutes of previous meetings of the members and taking of necessary action thereon;
- Presentation and consideration of reports of officers, directors and committee;
- Unfinished business;
- New business;
- Election of directors;
- Adjourn.

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.

ARTICLE IV **DIRECTORS**

SECTION 4.01. General Powers. The business and affairs of the cooperative shall be managed by a board of nine (9) directors, which shall exercise all 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 of Tri-County EMC shall have the power to indemnify the officers, directors, employees and agents of the Cooperative and to purchase and maintain liability insurance on their behalf as allowed by the laws of the

SECTION 4.02. Qualifications. No person who is a close relative, as defined in Section 4.13 of these bylaws, of any incumbent director shall be eligible to succeed that director until the second annual meeting following the vacancy. No person shall be eligible to become or remain a director of the Cooperative who is a close relative of an incumbent director or of an employee of the Cooperative or is not a member of the Cooperative. A director's permanent residence must be served by Tri-County and be located in the district served by the director. No person shall be eligible to become a director of the Cooperative who has not been a member for a minimum period of two (2) years prior to the election of directors. No person shall be eligible for election thereto unless he or she has the legal capacity to enter into contracts in the state of Georgia. Former employees of Tri-County EMC will not be permitted to take or hold the office of director for a period of two (2) years after the date of termination of employment with Tri-County EMC. No person shall be eligible to become or remain a director of, or to hold any other position of trust in, the Cooperative who is in any way employed by or financially interested in a competing enterprise, or a business selling electric energy or supplies to the Cooperative. Upon establishment of the fact that a nominee for director lacks eligibility under this Section or as may be provided elsewhere in these bylaws, it shall be the duty of the Chairman of the Nominating Committee presiding at a meeting at which the nominee would otherwise be voted upon to disqualify such nominee. Upon the establishment of the fact that any person being considered for, or already holding, a directorship or other position of trust in the cooperative lacks eligibility under this Section, it shall be the duty of the Board of Directors to withhold such position from such person, or to cause him to be removed therefrom, whichever be the case. Nothing in this Section contained shall, or shall be construed to, affect in any manner whatsoever the validity of any action taken at any meeting of the Board of Directors.

SECTION 4.03. Election. At each annual meeting of the members, directors shall be elected by secret ballot by the members and, except as set forth in the provisions in Section 4.02, from among those members who are natural persons: PROVIDED, that, when the number of nominees per district does not exceed the number of directors to be elected from or for a particular Directorate District, and if there is no objection, balloting may be dispensed within respect of that election. Directors shall be elected by a majority vote of the members.

In the event no member receives a majority of the votes, the two members for each district having the largest number of votes shall be entered into a runoff election, and the member receiving the majority vote in the runoff shall be elected. Ballots for a runoff election shall be mailed within 45 days of the date of the original annual meeting to each member in the same manner as in the annual meeting election, as provided for in Section 3.05.

SECTION 4.04. Tenure. Directors shall be so nominated and

elected that three (3) shall be elected for three (3) year terms at each annual member meeting: PROVIDED, that the terms of no two directors from or for 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 term expires or until their successor 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 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. Directors shall be so nominated and elected that the Board shall be comprised of three (3) directors from District Number One, which shall be Bibb County and Jones County; three (3) from District Number Two, which shall be Jasper County, Morgan County and Putnam County; and three (3) from District Number Three, which shall be Baldwin County, Twiggs County and Wilkinson County. The principal residence shall be located within the district which the Director represents and is served by the cooperative.

SECTION 4.06. Nominations. At least one hundred twenty (120) days prior to the annual meeting of Members, the Board of Directors shall appoint a Nominating Committee. No member of the committee on nominations shall serve beyond the following annual meeting unless that person is re-elected. The committee on nominations shall consist of nine (9) persons who are Members of the Cooperative, three persons from each of the three Directorate Districts. No person shall serve who is an incumbent director or a close relative thereof or a known candidate for election, as defined by Section 4.13. The Board of Directors shall convene the committee on nominations not less than one hundred and twenty (120) days before a meeting of the Members at which directors are to be elected. If any person is unable to serve for any reason, the Board of Directors shall appoint a Member to fill the vacancy on the committee from the same Directorate District. No person shall serve more than three (3) consecutive terms on the committee on nominations.

The Cooperative shall post, at least thirty (30) days before the annual meeting of Members, a list of nominations for directors, by district, to be elected at the annual meeting. The Committee may include more nominees than there are to be elected, but it shall show clearly which nominees are opposed with respect to the same Directorate District and the same regular three-year or remaining-year term to be filled. Using a Tri-County EMC petition form, any fifty (50) or more members of the Cooperative, acting together over their signatures not less than ninety (90) days prior to the meeting, may make additional nominations, in like manner listing separately the nominees with respect to the Directorate Districts for which they are nominated, and the Secretary shall cause to be posted such nominations at the

same place where the list of nominations made by the Nominating Committee is posted. The Secretary shall cause to be mailed or emailed to the members with the notice of the meeting, or separately, at least sixty (60) days before the meeting, a list of nominations for directors, by district, to be elected at the annual meeting.

There shall be no nominations for director from the floor for the current year's election.

SECTION 4.07. Voting for Directors; Validity of Board Action. In the election of directors, each member shall be entitled to cast one vote per post in each district in which there is an expired term or unexpired term due to a vacancy. Ballots marked in violation of the foregoing restrictions with respect to one or more Directorate Districts shall be invalid and shall not be counted with respect to such District or Districts.

SECTION 4.08. Removal of Directors by Members. Any member may bring charges for cause against a director and, by filing with the Secretary such charges in writing together with a petition signed by not less than ten (10%) percent of the members, may request the removal of such director by reason thereof. Such director shall be informed in writing of the charges at least thirty (30) days prior to the meeting of the members at which the charges are to be considered and shall have an opportunity at the meeting to be heard in person or by counsel and to present evidence and the member or members bringing the charges shall have the same opportunity. The question of removal of such director shall be considered and voted upon by the members in the same manner as voting on any other issue. Any vacancy created by such removal shall be filled by the remaining directors until the next regular director election in accordance with Section 4.09. Any director removed from office by the membership for cause will not have the right to legal counsel paid for by the Cooperative for any appeal. To preserve a quorum to enable the operation of the Board of Directors, no more than three directors shall be removed in any one removal process.

SECTION 4.09. Vacancies. A vacancy occurring in the Board of Directors, except a vacancy occurring under Section 4.08, shall be filled by the affirmative vote of a majority of the remaining directors. A director, thus elected shall serve until the next annual meeting or special meeting of the members. A director elected to fill such a vacancy shall be from the same Directorate District as was the director whose office was vacated.

SECTION 4.10. Compensation; Per Diem, Expenses. For their services as such, directors shall receive such per diem, which may include insurance, as is fixed by resolution of the Board of Directors. For their performance of their duties, directors shall also receive advancement or reimbursement of any travel and out-of-pocket expenses actually, necessarily, and reasonably incurred by them in the performance of their duties, in accordance with the Cooperative's, established policies. No director shall receive compensation from Tri-County EMC for serving the Cooperative in any other capacity, nor

is any close relative of a director to receive compensation for serving the Cooperative, unless the payment and amount of such compensation shall be specifically authorized by the remaining directors upon their certification of such as an emergency measure.

SECTION 4.11. Rules, Regulations, Rate Schedules and Contracts. The Board of Directors shall have the power to make, adopt, amend, abolish and promulgate such rules, regulations, rate schedules, contracts, security deposits and contributions in aid-of-construction, not inconsistent with law or the cooperative's Articles 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 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.

SECTION 4.13. "Close Relative" Defined. As used in these bylaws, "close relative" means a person who is either a spouse, child, grandchild, parent, grandparent, brother, sister, aunt, uncle, nephew, or niece, by blood or in law, of the principal.

SECTION 4.14. Director Attendance Policy. The following shall serve as an attendance policy for Director meetings:

- Any director who shall be absent from two (2) board meetings in a period of twelve (12) consecutive months will be in violation of the bylaws of Tri-County EMC and said absence will be deemed good and just cause for removal from the Board of Directors.
- An absence may be excused for good cause by approval of the members of the Executive Committee subject to subsequent approval by a majority of the remaining board members on recommendation from the Executive Committee
- If an absence is not brought before the Executive Committee or the Board of Directors prior to the regularly scheduled Board of Directors meeting, then the other board members will have sole discretion as to whether the absence shall or shall not be excused.
- Any Director in violation of section (1) of Article 4.14 shall be deemed as having resigned and a vacancy will occur in such Director's district to be filled pursuant to Section 4.09.
- For reasons set forth below, any Director may participate in a Regular or Special Called Meeting

of the Board of Directors by electronic means. Electronic participation shall mean the Director will not be physically present at a Regular or Special Called Meeting but they participate via telephonic or video telephonic means where there is two-way communication and the Director can be polled to cast a vote in any matter voted upon by the Board of Directors. Electronic participation shall be limited per policy set by the Board of Directors.

ARTICLE V

MEETING OF DIRECTORS

SECTION 5.01. Regular Meetings. A regular meeting of the Board of Directors shall be held monthly at such date, time and place within one of the counties served by the Cooperative, as the Board of Directors may provide by resolution. Except when business to be transacted shall require special notice, such regular monthly meeting may be held without notice other than such resolution fixing the date, time and place thereof: PROVIDED, that any director absent from any meeting of the Board at which such a resolution initially determines or makes any changes in the date, time or place of a regular meeting shall be entitled to receive written notice of such determination or change at least five (5) days prior to the next meeting of the Board.

SECTION 5.02. Special Meetings. Special meetings of the Board of Directors may be called by Board resolution, by the Chairman or by any five (5) 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 Chairman or the director calling the meeting shall fix the date, time and place for the 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 shall require such, notice of any regular meeting of the board shall be delivered to each director not less than five (5) days prior thereto, either personally or by mail, by or at the direction of the Secretary or, upon a default in this duty by the Secretary, or those calling it in the case of a special meeting or by any other director or officer in the case of a regular 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 postage thereon prepaid and postmarked at least five (5) 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 of a majority of the directors in office shall be required for the transaction of business, and the affirmative votes of at least a majority of the directors present and voting shall be required for any action to be taken: PROVIDED, that a director who by law or these by-laws is disqualified from voting on a particular matter shall not, with respect to consideration of and action upon the matter, be counted in determining whether a quorum is present or the number of directors in office; 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 any absent director(s) to be duly and timely notified of the 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, Vice Chairman, Secretary, Treasurer, CEO 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 officers named in Section 6.01, with the exception of the CEO, 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 each 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 practical. 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.

SECTION 6.04. **Vacancies.** A vacancy in any office elected by the Board of Directors shall be filled by the Board for the unexpired portion of the term.

SECTION 6.05. **Chairman.** Except as otherwise provided by the Board, the Members, the Chairman –

- shall preside at all meetings of the Board of Directors and, unless determined otherwise by the Board of Directors or the members, at all meetings

of the members;

- may sign, with the Secretary, 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
- 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.** Except as otherwise provided by the Board, the Members or these Bylaws, the Secretary:

- Shall be responsible for preparing, or supervising the preparation of, minutes of Board and Member Meetings;
- Shall be responsible for maintaining and authenticating the Cooperative's records or supervising same;
- May affix the Cooperative's seal to a document authorized or approved by the Board or members; and
- Shall perform all other duties, shall have all responsibilities, and may exercise all other authority of the office as prescribed by the Board or members.

SECTION 6.08. **Treasurer.** Except as otherwise provided by the Board, the Members or these Bylaws, the Treasurer:

- Shall supervise the Cooperative Staff in the custody and accounting of all funds and securities of the Cooperative.
- In general perform all the duties incident to the Treasurer and such duties as from time to time may be assigned to him by the Board of Directors or members.

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 such officers' 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 either such officer, that officer as such shall be released from such, duties, responsibilities and authorities.

SECTION 6.10. **CEO.** The Board of Directors may appoint a Chief Executive Officer (CEO). Such person shall manage the business affairs and cooperative employees and 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 or her.

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.

SECTION 6.12. **Reports.** The officers of the Corporation 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 in these bylaws, the Board of Directors may authorize any Cooperative officer(s), agent(s) or employee(s) 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, and Other Payments**
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 and/or countersigned by such officer(s), agent(s) or employee(s) 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 banks or in such financial securities or institutions as the Board of Directors may select.

ARTICLE VIII

NON-PROFIT OPERATION

SECTION 8.01. 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 members. No interest or dividends shall be paid or payable by the Cooperative on any capital furnished by its members.

SECTION 8.02. Patronage Capital in Connection with Furnishing Electric Energy.

In the furnishing of electric energy the Cooperative's operations shall be so conducted that all members 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 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 members 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 amounts 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 pursuant 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 part of the capital credited to 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 retired without priority on a pro rata basis 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. Any such retirements of capital shall be made in order of priority according to the year in which the capital was furnished and credited, the capital first received by the Cooperative being first retired; PROVIDED, however, that 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 portion or portions of capital credited to the Cooperative’s patrons, (c) provide for appropriate notifications to patrons with respect to such portion or portions of capital credited to their accounts and (d) preclude a general retirement of such portion or 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 at its discretion shall, have the power at any time upon the death of any patron, who was a natural person, if the representative of his estate shall present evidence as required by the Board of Directors and request in writing that the capital credited to any such patron be retired prior to the time such capital would otherwise be retired under the provisions of these 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 representatives, shall agree upon; PROVIDED, however, that the financial condition of the Cooperative will not be impaired thereby. The Cooperative before retiring any capital credited to any patron’s account shall deduct therefrom any amount owing by such patron to the Cooperative.

The patrons of the Cooperative, by dealing with the Cooperative, acknowledge that the terms and provisions of the Articles of Incorporation, any 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 8.03. 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.

SECTION 8.04. **Capital Credits.** Notwithstanding the above, the Board of Directors, at its discretion, may allocate capital credits for an individual member or class of members based upon rates and cost-of-service for that member or class.

Capital credited to the account of each member shall be assignable only on the books of the Cooperative pursuant to written instruction from the assignor and only to the successors in interest or successors in occupancy in all or in a part of such member's premises serviced 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 determine the time, manner and method for payment of capital credits.

The Board of Directors shall have the authority to adopt policies for identifying, investing, and paying to members patronage allocated to the Cooperative from other organizations furnishing electrical services, materials, equipment, financial services, computer services, supplies or any other goods or services.

ARTICLE IX

WAIVER OF NOTICE

SECTION 9.01. **WAIVER OF NOTICE.** Any member or director may waive, in writing, any notice of meetings required to be given by these bylaws.

ARTICLE X

PROPERTY DISPOSITION AND DISTRIBUTION OF SURPLUS ASSETS ON DISSOLUTION

SECTION 10.01. **Disposition of Property.**

Not inconsistent with the provisions of subsection (b) hereof, the Cooperative shall not sell, mortgage, lease or otherwise encumber or dispose of all or any substantial portion of its property (other than merchandise and property which in the judgment of the Board of Directors are not necessary or useful in operating the Cooperative) unless authorized to do so by the votes of at least a majority of its total membership; PROVIDED, however, that the Board of Directors is empowered and authorized, for, on behalf and in the name of the Cooperative, to borrow monies from such source and in such amounts as the Board may from time to time determine to be in the Cooperative's best interest, and to mortgage or otherwise pledge or encumber any or all of the Cooperative's property or assets as security therefore.

Notwithstanding the foregoing paragraph or any other pro

visions of these bylaws, no sale, lease or lease-sale of all or a substantial portion of the Cooperative's assets (other than merchandise and property which in the judgment of the Board of Directors are not necessary or useful in operating the Cooperative) to any other entity shall be authorized except in conformity with the following:

If the Board of Directors looks with favor upon any proposal for such sale, lease or lease-sale, it shall first cause three (3) independent appraisers, expert in such matters, to render their individual opinions as to the value of the Cooperative with respect to such sale, lease or lease-sale and as to any other terms and conditions which should be considered. The three (3) such appraisers shall be designated by the Superior Court Resident Judge for the Ocmulgee Judicial Circuit.

If the Board of Directors, after receiving such appraisals and other terms and conditions which are recommended, if any) determines that the proposal should be submitted for consideration by the members, it shall first give every Georgia Electric Membership Corporation nearby or adjacent to the Cooperative (which has not made such an offer for such sale, lease or lease sale) an opportunity to submit competing proposals. Such opportunity shall be in the form of a written notice to such electric membership corporations, which notice shall attach a copy of the proposal, which the Cooperative has already received and a copy of the report(s) of the three (3) appraisers. Such electric membership corporations shall be given not less than thirty (30) days during which to submit competing proposals, and the actual minimum period within which proposals are to be submitted shall be stated in the written notice given to them.

If the Board then determines that favorable consideration should be given to the initial or any subsequent proposal which has been submitted to it, it shall so notify the members, expressing in detail each of any such proposals and shall call a special meeting of the members for consideration thereof, which meeting shall not be held sooner than ninety (90) days after the giving of such notice to the members; PROVIDED, 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.

Any fifty (50) or more members, by so petitioning the Board not less than thirty (30) days prior to the date of such special or annual meeting, may cause the Cooperative, with the cost to be borne by the Cooperative, to mail to all members any opposing or alternative positions, which they may have to the recommendations that the Board has made. The provisions of the subsection (b) shall not apply to a sale, lease or lease-sale to one or more other electric membership corporations if the actual legal or substantive effect thereof is to merge or consolidate with such other one or more electric membership corporations.

SECTION 10.02. Distribution of Surplus Assets on Dissolution. Upon the Cooperative's dissolution, any assets remaining after all liabilities or obligations of the Cooperative has been satisfied and discharged shall be distributed among all persons who shall have been members of the Cooperative at any time during the fiscal year in which such dissolution is authorized by vote of the members of any of the six (6) next preceding fiscal years, prorated to them on the basis that their respective patronage during all such years bears to the total receipts of the Cooperative for all such years.

ARTICLE XI **FISCAL YEAR**

SECTION 11.01 The Cooperative's fiscal year shall begin on the first day of the month in May of each year and end on the last day of the month of April following.

ARTICLE XII **RULES OF ORDER**

SECTION 12.01 Parliamentary procedure at all meetings of the members, of the Board of Directors, or 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.

ARTICLE XIII **CORPORATE SEAL**

SECTION 13.01. 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 word, "Corporate Seal, Georgia."

ARTICLE XIV **AMENDMENTS**

SECTION 14.01. Anyone wishing to amend bylaws of the cooperative shall place the proposed bylaw amendments in writing, before the Board of Directors at least one hundred and twenty (120) days prior to the meeting of the members at which the bylaw amendment is to be acted upon. The Board of Directors may, within thirty days of the receipt of the proposal, approve or disapprove any or all of the proposed amendments. Those proposed amendments approved by the Board of Directors for submission to the membership will be placed in the notice calling the meeting and on the agenda. Should the Board of Directors disapprove any of the proposed amendments; the member may submit those disapproved amendments to the meeting of the members by presenting to the Board of Directors a petition and have at least one hundred (100) member signatures at least ninety (90) days prior to the meeting of the members at which the amendment would be

