

Dear Member,

Welcome to Snapping Shoals Electric Membership Corporation. We appreciate the opportunity to serve you.

Snapping Shoals EMC is a consumer-owned electric cooperative that has been serving this area since 1938. During our more than six decades as an energy provider, we have built a strong reputation for reliable energy and excellent customer service.

As a member-owner of this cooperative, you are very important to us. Our goal is to always provide you with the best service possible, while keeping your electric rates as low as possible.

To help us provide the high level of service that you deserve, please let us know if there is ever anything that we can do to serve you better. Just give us a call at 770-786-3484.

Thank you,
Brad Thomas
President/CEO

Your Electric Cooperative

Snapping Shoals Electric Membership Corporation is a non-profit, consumer-owned electric cooperative headquartered in Covington, Georgia. We provide electric service to residential, commercial and industrial consumers in an area that covers parts of eight counties: Newton, Rockdale, Henry, DeKalb, Butts, Walton, Jasper and Morgan.

How Is Snapping Shoals Different?

At Snapping Shoals EMC you are of primary importance because you are more than a customer, you are a member-owner of the cooperative. We pledge that we will do our very best to serve you well and that we will remain committed to providing reliable power and excellent service at the lowest price possible.

You will discover that being a co-op member has certain advantages. As a Snapping Shoals EMC consumer-member, you have a voice in the operation of your electric utility. You may participate in the election of directors, who are members too, and in other co-op business at the Annual Meeting of the Members. As a member, you also become eligible to receive capital credits.

Capital Credits

Since Snapping Shoals EMC is a non-profit cooperative, margins (revenue left after expenses) are annually assigned to members' accounts as capital credits, rather than becoming profits for someone else. Assignments are made in proportion to the total amount of electricity the member purchased during the year.

Assigned margins are not immediately returned to the members. The co-op retains them for a period and uses them, in place of borrowed capital, as a source of funding for distribution facilities and general utility plant expenses. The co-op returns the capital credits to the consumers when it is financially sound to do so.

Bringing Power To The People – A Look Back

Snapping Shoals EMC's roots go back to the 1930s and the early days of rural electrification, back to a time when many Americans were still living without the benefits of electricity.

Thomas Edison built the first central station electric system in lower Manhattan in 1882, and soon more electric systems were being built in cities across America. Electric power began having a profound effect on the way people lived and worked, but it would be many more years before this exciting form of energy would reach most of rural America.

By the mid-1930s nine out of ten rural homes were still without electric service. Rural electrification was technically possible, but most people involved in the electric power industry at that time felt it was not economically feasible. There would be many miles of line to build, but few customers to serve compared to the more densely populated cities. It seemed to be an expensive – and unprofitable – proposition.

On May 11, 1935, President Franklin Roosevelt signed an executive order, which created the Rural Electrification Administration. The purpose of the REA was to bring affordable electricity to rural people by making loans at low interest rates for the construction of generating plants and transmission and distribution lines.

The loans were first offered to the major power companies of America in the belief that they, with their large construction crews and engineering personnel, would quickly develop lines into the rural areas. But the loans generally were refused by the big power companies because they still felt it would not be profitable to build lines in sparsely populated areas. Eventually it was decided that the best method of getting electric service into the thinly populated areas was through cooperatives formed by the people who lived there.

Snapping Shoals Power and Light Company was created in 1936 by a group of local men. They received a loan of \$90,000 to construct 90 miles of line to serve 270 consumers. The original headquarters was at Snapping Shoals on the South River between Henry and Newton counties, where a small electric generating facility was located. The company's first power lines were energized in November 1937.

In 1938 the small private company changed to a consumer-owned cooperative and was renamed Snapping Shoals Electric Membership Corporation. The headquarters moved to Covington, Ga.

Snapping Shoals grew rapidly as a cooperative. Growth slowed during World War II but increased again after the war. Today Snapping Shoals serves some of the fastest growing areas in the nation, and most of our once-rural service territory is now part of metro Atlanta.

In 1992 Snapping Shoals EMC moved into its current headquarters at 14750 Brown Bridge Road in Newton County. The site was chosen because of its central location within our service area. A branch office is located on Fairview Road in the Ellenwood area.

Today, REA has a new name: RUS – Rural Utilities Services. More than 900 electric cooperatives exist in America now, but not all are still receiving financing through RUS. Snapping Shoals paid off its debt to RUS in 1994 to gain the flexibility needed in today’s changing utility environment.

About Your Bill

Snapping Shoals EMC bills its consumer-members on a monthly basis. Our service area is divided into billing cycles and meter routes. Each member’s meter is read and billed approximately every 30 days. Bad weather, holidays, workload and other factors may cause the days of service to vary on your monthly bill.

Payment is due by the date shown on your bill. If payment is not received on time, a late charge may be added to your account and a final notice may be issued. Once a final notice is issued, the account is subject to disconnection if payment is not made immediately.

Meter Access/Estimated Bills/Billing Errors

Snapping Shoals EMC has the right of access to our members’ premises for the purpose of inspecting, repairing or reading meters, and it is each member’s responsibility to ensure that access to the meter is readily available. (See Service Rules and Regulations, 310. M and 350.B.)

Our employees must be able to read your meter to ensure accurate billing for your energy use. If the meter is beyond a gate, please leave the gate unlocked or make other arrangements as explained in the *Service Rules and Regulations, 350B*. If you have any dogs, please be sure to keep them at bay. Also, please remember that the area around your electric meter should be kept free of bushes and other obstructions. With your cooperation, our employees can do their job quickly and efficiently, which helps us keep costs down, and that benefits you and our other consumer-members.

If access to your meter is not available, or if your meter is unreadable for any reason, Snapping Shoals will have to temporarily estimate your kilowatt-hour usage and bill according to that estimation. You will still be responsible for paying for the actual energy use, so once we are able to obtain an accurate reading, your billing will be adjusted to reflect any credit due or amount owed from the entire period of estimated billing. Failure to provide access in a timely manner may result in disconnection of service.

Snapping Shoals EMC strives to provide error-free bills to all members. However, errors do occur due to equipment malfunction and human error. All errors will be corrected as soon as they are discovered. Where the correction results in credit due the customer, the account will be credited. If the correction results in additional charges to the account, the amount will be added to the account and the member will be allowed at least the same amount of time to repay as the time spanning the error.

Billing Options

Budget Billing Plan

Members can choose to pay the same amount each month by participating in our Budget Billing Plan. The monthly budget amount, which is normally recalculated every year, is based on the average monthly energy consumption for that account during the previous 12 months. You are still responsible for all of your energy use, so at recalculation time any deficit or credit will be reflected in your new budget amount. Recalculation is done annually or as required by special circumstances.

Residential members who are current on their Snapping Shoals account are eligible for the budget plan. Participants must pay their bills in full and on time every month to remain in the program. Call us at 770-786-3484 for details.

Prepaid Billing

Members may choose to prepay for their service by participating in Prepaid Billing. Prepaid accounts shall be required to make payment prior to delivery of service and will be required to maintain a credit balance to prevent disconnection. Prepaid service is available to residential members with a single phase, 120/240 volt meter.

Senior Citizen, Low Income Assistance

A senior-citizen low-income discount is available to qualifying members of Snapping Shoals EMC. To qualify for the discount on your electric bill, you must be at least 65 years of age and your total household income may not be more than \$20,000 a year. The discount can be applied only to an account serving the principal residence of the qualifying member. The account must be on our regular residential electric rate, be separately metered and be in the applicant's name. For additional information or an application form call 770-786-3484.

Operation Round Up®

Snapping Shoals EMC is proud to give members the opportunity to participate in Operation Round Up, a program that helps people in need throughout the area we serve. Each month the power bills of participating members are rounded up to the next highest dollar amount, with that additional change – a penny to 99 cents (an average of just 50 cents a month) – going to the Operation Round Up program. There it is used to help people facing serious long-term or short-term hardships. Unless you choose not to participate, you are automatically enrolled when you sign up for service. Enrollment status can be changed at any time by calling 770-786-3484. See page 20 for more information on this great program.

Payment Options

Paying Your Bill

You can mail your Snapping Shoals EMC payment, in the form of a check or money order, using the return envelope provided with your bill. Or you can pay in-person by cash, check or money order at one of our offices or payment locations. Credit card, debit card and electronic check payments are accepted only by phone or via the Internet. Visit our Web site at www.ssemc.com for more information about online and phone payments. For credit card payments, you will need your account number, type of credit card (Visa or MasterCard), card number and its expiration date and one of the following:

last four digits of your Social Security number, last four digits of the federal tax ID or a pin number. For electronic checks, you will need your checking account number and routing code along with one of the following: last four digits of your Social Security number, last four digits of the federal tax ID or a pin number.

Bank Draft Payments

Snapping Shoals EMC also offers an Electronic Bank Draft Plan that allows you to automatically pay your electric bill each month directly through your bank account. If you sign up for this plan, you will still receive a bill every month stating the amount due, but that amount will be automatically drafted from your bank account on the due date. To participate in this program, you must complete an authorization form and return it to us with a voided blank check. Call us at 770-786-3484 for details or to request a form. There is no fee for this service, and it assures you that a forgotten or lost payment could not cause an unfortunate suspension of service.

Note: Please be sure to see the Service Rules and Regulations section of this booklet for our policies on related topics, including billing and collecting, returned checks, disconnection of service, unauthorized use of service, and service charges.

Power Reliability

Maintaining Our Right-of-Way

Providing reliable electric service is a top priority at Snapping Shoals EMC. That's why we are serious about managing and maintaining our right-of-way. Since problems caused by trees account for nearly half of the outage time experienced by consumers, it stands to reason that outages can be reduced by keeping tree limbs away from power lines. In addition, shrubbery and other obstacles need to be kept away from underground padmounted equipment. Remember, a clean right-of-way gives workers easier access to lines and equipment when problems do occur.

Snapping Shoals employees and contract crews work hard to maintain a 30-foot right-of-way around power lines (15 feet on each side) through the routine clearing or spraying of brush and the trimming or removal of trees. With over 6,000 miles of line and right-of-way to maintain, we must do the work in such a way that it will last awhile.

To help maintain the reliability of your electric service, please do not plant trees near power lines. Remember, those tiny seedlings and saplings will one day be tall trees with far-reaching limbs. Plant wisely so that you can enjoy them for many years to come.

Requests For Trimming Trees

You may have a tree at your home or business that you would like us to trim or remove because it is near our electric line. If so, you should submit a signed written request to have the tree (or trees) trimmed or cut down.

When making the request, be sure to include your account name and number, the address where the tree is located, and your phone number. For each tree in your request, please be specific about whether it should be completely cut down or trimmed. The trees should be marked with ribbon or paint to identify them, and the means of identification should be noted in your request. The request should be sent to the Customer Service Department at Snapping Shoals EMC, P.O. Box 509, Covington, GA 30015.

After the request is made, a representative of Snapping Shoals will inspect the trees to determine if they pose a possible outage or safety hazard. If the representative determines that the requested removal or trimming is warranted, the work will be scheduled. Snapping Shoals will not be responsible for cleaning up the debris from the trimming or cutting.

Call Before You Dig

Please keep in mind that state law requires you to call the Utilities Protection Center of Georgia by dialing 811, or by calling 770-623-4344 or 1-800-282-7411, before you do any type of digging or work near underground or overhead power lines. Utility lines will then be marked so that you can dig safely and legally without the fear of shocking discoveries or hefty fines.

Don't risk digging without calling first. The results could be very dangerous and costly.

Blinking Lights

Have you ever wondered why lights will sometimes blink as if the power is about to go out, but then everything is okay?

Blinking lights are usually a result of momentary outages that occur when some type of disturbance exists on the line. This disturbance could be caused by any of several things, such as a lightning strike, an automobile hitting a pole, or a squirrel or tree branch coming into contact with an energized power line.

When lights blink, it may be a minor annoyance, but it is an indication that your electric utility's equipment is working properly. Blinking lights reflect the operation of equipment that is designed to protect the lines while keeping the power from going off for more than just a moment.

Our electric distribution system includes devices called reclosers, which operate whenever there is a short circuit on the line. If the short circuit is temporary, which is usually the case, the reclosers permit power to continue flowing through the line with only a brief interruption of service (meaning your lights blink).

Without this device, every short circuit, temporary or otherwise, would cause the power to be off until we could send a line crew to restore service. Usually these reclosers will operate or trip three times before stopping the flow of electricity and causing a power outage. This operation of the recloser protects the line from damage.

Outage Advice & Safety Tips

Snapping Shoals EMC works hard to maintain a reliable electric system and keep your power on, but outages do sometimes occur. Most outages are caused by natural events such as lightning, trees, animals and extreme weather. Equipment failures and human intervention account also for many outages. Occasionally, outages are required during normal construction and maintenance of the power facilities. We treat every outage as an emergency, but it is important that you be prepared for outages when they do occur. Following these tips will help ensure your safety and help us restore your power as quickly as possible:

Power Outage Advice

1. Make sure that we have your correct phone number. This is essential for our automated outage reporting system to correctly identify the location of the outage when you call us. Check the lower right area on the front of your bill stub to see if the correct phone number is shown. This should be the number that you will be calling from in the event of an outage at that location. If it's not correct or if no number is shown, please write in the correct number in the space provided.
2. If you have critical medical equipment or computers, you should arrange for adequate backup to prevent the loss of data or serious health issues should an outage occur. You may supply a doctor's certificate and be placed on our Medical alert listing. Where possible, Medical Alert locations are expedited, but SSEMC does not guarantee a timeframe for restoration of any service.
3. If your power goes out, check your main electrical panel (breaker or fuse box) to see if the problem is there. You may need to reset a breaker or replace a fuse. (Be sure to determine and correct the underlying problem too.)
4. If you do not find a problem in your breaker or fuse box, then call 770-786-3484 to report an outage. You may want to check with your neighbors first to see if they are without power too and if they have already reported an outage. Once it is reported, everyone does not need to call. However, if you have an individual problem (such as a tree on the line to your house) or if your neighbors' power comes back on and yours does not, then be sure to call.
5. Once an outage is reported, please try not to call repeatedly to check on progress. Repeat calls tie up the phone lines, making it more difficult for other callers to get through. Of course, if you need to report a hazardous situation or other important information, please do call.
6. Please keep in mind that the major problems must be repaired first. Repairing the service line to your house will do no good if there is still a problem with a substation or a main line along the way that sends the power to you. Be assured that we are doing our best to restore your

service as quickly, safely and efficiently as possible.

7. If the area is experiencing major, widespread outages, keep a battery-powered radio handy for updates about the situation.

8. Stay well away from any downed power lines, and do not attempt to move trees or limbs from power lines. They may still be energized!

9. Remember, we care when your power is out, and we work hard to get it back on as quickly as possible. Your patience is greatly appreciated.

Electrical Safety Tips

Electricity is a very safe source of energy as long as it is used properly and with certain precautions in mind. Here are a few safety tips:

- Consider all electrical lines and electric utility equipment dangerous. Keep away from them and keep all objects (ladders, antennas, kites, etc.) away from them.
- Never touch an electrical line. If a power line has fallen, assume that it is still energized and avoid any contact with it. Do not try to move it in any way. Call Snapping Shoals EMC (or the electric utility serving the area) immediately.
- Never touch a person or object that has come into contact with a fallen power line, because you could become a victim too. Stay clear and call for emergency help.
- If a power line falls on your car, stay inside the car and don't touch anything metallic. If you must leave the vehicle, jump from it so that your whole body leaves it at once and you are not contacting the vehicle and ground at the same time. Shuffle away keeping feet close together and on the ground. Stay away from the line and the vehicle.
- If you are planning to do any digging or if you plan to be working near power lines, a simple telephone call will help you avoid danger and fines. State law requires you to call the Utilities Protection Center by dialing 811, or by calling 770-623-4344 or 1-800-282-7411, before doing any work that

could possibly cause contact with overhead or underground utility lines.

- Remember that water and electricity are a deadly combination. Keep electrical cords and appliances away from water, and install ground fault circuit interrupters in areas such as bathrooms, kitchens, basements and garages.
- Teach children not to play with plugs and outlets, and install safety covers on any unused outlets.
- Make sure all electrical cords and extension cords are in good condition. Do not bury cords under rugs.
- Do not overload electrical outlets or connect multiple extension cords.
- Use the proper wattage when replacing burned-out bulbs in lamps and lighting fixtures.
- Be sure any electrical cords to be used outside are labeled for outdoor use.
- Do not use an appliance that has shocked you. Have it inspected by a professional.

Reducing Energy Use & Cost

Simple Ways To Reduce Use

Here are some basic things you can do to use energy more efficiently:

- Keep your thermostat set at 68°F in winter and 78°F in summer.
- Make sure the registers and vents for your heating/cooling system are not obstructed by furniture, rugs or other objects.
- Use ceiling fans running forward in summer to create a breeze and running in reverse in winter to help circulate heated air.
- Keep your heating and cooling system running well with clean filters and annual service checks, and keep the outdoor unit clear of grass, leaves and other debris.
- Keep the lint trap and vent hose on your clothes dryer clean.
- Wash clothes in cold water when possible, and try to do laundry in full loads instead of lots of little loads.
- Keep your refrigerator and freezer door seals in good shape.
- Use the air-dry setting on your dishwasher.

- Run your swimming pool pump the minimum time needed to get desired results.

Making Your Home More Energy Efficient

Air Infiltration

One of the most important things you can do to help improve heating and cooling efficiency is to reduce the amount of air infiltration in your home. First, seal all holes and cracks around doors and windows using caulk or low-expanding foam sealant. For cracks that are ¼-inch or less, use siliconized caulk. Use spray foam sealant for larger cracks and holes. In shim spaces around windows and doors, use low-expanding foam.

Also use caulk or foam to seal other areas where air can enter the house from the exterior, such as around water lines, plumbing and utility entrances. Foam rubber gaskets can be used for sealing the area around light switches and electrical outlets.

Insulation

A home's heat loss in the winter and heat gain in the summer contribute to higher energy costs. The ability of insulation to resist heat transfer is known as its R-value. A higher numerical R-value means a greater resistance to heat flow. The insulation in your home should meet or exceed these R-values:

- walls, R-13
- floor, R-19 (over crawlspace or unconditioned basement)
- ceiling, R-30

Moisture Control

Moisture build-up in the crawlspace, basement or attic can undermine the effectiveness of your insulation and can even cause structural damage to your home. Proper attic ventilation is very important. We usually recommend a continuous ridge vent and an equal area of soffit vents.

If you have a crawlspace, you can help prevent moisture problems and reduce humidity in your home by rolling out thick sheets of plastic (10 millimeter plastic ground cover) across the ground surface.

Also, using exhaust fans (preferably ones with humidity sensors) in the bathrooms and kitchen helps to reduce interior moisture.

Ductwork

A leaky duct system can increase heating and cooling costs by as much as 30 percent, so it really pays to make sure ductwork is properly installed and leakage is minimized. All ductwork seams and joints need to be properly sealed to prevent air leaks and maintain air quality. A mastic paste, rather than duct tape, is recommended for a tight, lasting seal. Ductwork should have a minimum R-6 insulation (2½-inch duct wrap).

Windows & Doors

Due to air infiltration and low insulating qualities, doors and windows are the largest energy losers in a home, accounting for up to an average 25 percent of energy loss. A significant amount of heat and air can enter or leave a house through windows even when they're closed. Remember these tips:

- Windows should be double-paned, but if your house has single-pane windows, storm windows can be added.
- On sunny winter days open draperies, shades and blinds on windows that face east, west or south to let in the sun's warming rays. But in the summer keep them closed to help block out the hot daytime sun.
- Use weather-stripping, caulk and sealant to fill shim spaces and other open areas around windows and doors.
- Metal-framed windows should have a thermal break.
- If you are building a new home or remodeling, consider using insulated windows with low-e (low emissivity) glass. The low-e coatings reflect window heat inside in winter and outside in summer and can improve a window's R-value by at least 50 percent.
- The total glassed area of your home's exterior should not exceed 15 percent of the total square footage of the home's conditioned (heated and cooled) space.
- Metal insulated foam core doors or solid wood doors are recommended. Any windows contained in the doors should be double-paned.

Water Heater Energy Tips

Use these tips for your electric water heater:

- Wrap it with a water heater jacket or insulating blanket. (These should not be used on gas water heaters for safety reasons.)
- If the water heater sits on a concrete slab, you can place an insulation board (foam sheathing) under it to prevent heat loss to the floor.
- A temperature setting of 120° F is recommended (unless your dishwasher requires it to be set at 140°).

If you are purchasing a new water heater, a high efficiency electric water heater is recommended. An electric water heater has several advantages over a gas one: There is no pilot light. It can be installed anywhere because it doesn't have a flame. It doesn't need a flue. And it doesn't involve a combustion process, so it can't cause a possible carbon monoxide hazard.

Types of Water Heaters

Snapping Shoals EMC encourages the installation of solar water heaters and heat pump water heaters.

Solar water heating systems include storage tanks and solar collectors and use the sun to heat water. Solar water heating systems almost always require a backup system for cloudy days and times of increased demand.

Heat pump water heaters use electricity to move heat from one place to another instead of generating heat directly. Therefore, they can be two to three times more energy efficient than conventional electric resistance water heaters.

We strongly discourage the use of electric tankless water heaters, as they impose an extremely high demand on our system and can adversely affect other members' service. Members will likely incur additional charges for SSEMC improvements required to support their operation.

Please consult our Member Services Department at 770-385-2875 before installing an electric tankless water heater. A Member Services representative can assist you in determining the proper water heater for your home.

Heating & Cooling Systems

Electric Heat Pumps

We recommend an **electric heat pump** as the most energy-efficient, economical, clean and safe choice for year-round heating and cooling. Because there is no combustion process in the operation of an electric heat pump, it leaves your home cleaner and fresher and it doesn't have the potential to create carbon monoxide poisoning.

To provide the greatest degree of efficiency and comfort, a heat pump must

be the correct size. Undersizing the unit can decrease the level of comfort provided, and oversizing wastes energy and can cause poor indoor humidity control. The heat provided by a properly sized and installed heat pump is a warm, steady, consistent heat without the hot and cold spots and temperature extremes that you may experience with other types of heating systems.

A Member Services representative from Snapping Shoals EMC can assist you in determining the proper size and efficiency rated heat pump for your home. Federal tax credits may be available on certain heat pumps for those who qualify. Call 770-385-2875 for more information.

The air source heat pump is the most popular type of heat pump in our area. During the summer, it pulls heat from inside the house and moves it outside. In winter the process is reversed, with heat being extracted from the outside air and moved indoors. (Yes, there's heat even in winter air!)

Geothermal heat pumps are even more efficient because, rather than using the outdoor air, they make use of the earth, where temperatures stay more constant throughout the year. In the winter they take heat from the earth and bring it inside. In summer, heat is pulled from inside the house and deposited in the earth. Geothermal systems have a higher up-front cost, but the energy savings they bring over the long term make them a great choice for some consumers.

Energy Efficient Lighting

For real energy efficiency, compact fluorescent lights are the best choice. They cost more to purchase, but they use about 25% of the electricity of incandescent bulbs and last up to 10 times longer. They provide the same quality of light as incandescent lights and give off less heat.

If you have to buy incandescent light bulbs, don't just look for the wattage of the bulbs. Check for the lumen output too. Watts are a measure of the amount of electricity used by the bulbs; lumens measure the actual light output. For the greatest savings when comparing energy-saving incandescent bulbs, check the number of hours the bulb is expected to last.

Operation Round Up®

Small Change That Changes Lives

Operation Round Up offers an easy and inexpensive way for Snapping Shoals EMC members to work together to help people in need in our local communities. A primary goal is to provide assistance in situations where help is not available through other channels.

Members can contribute by allowing their power bills to be rounded up to the next highest dollar amount each month. That extra change, ranging from a penny to 99 cents, goes directly to Operation Round Up. The average contribution is about 50 cents per month or \$6 per year.

Funds are used to help families and individuals with a wide variety of expenses such as medicine and medical bills, dental care, other health-related needs, household and living expenses, home repairs and much more.

Operation Round Up also helps our local communities by assisting other organizations that provide services for people in need. Some examples of projects and programs that Round Up has helped fund are home-delivered meals for the elderly, supplies for local food pantries, summer camp for disabled children, computer equipment for disabled adults, educational material for the prevention of child abuse, and school supplies for needy children.

All funds come from contributions made by Snapping Shoals EMC consumer-members. New members are automatically enrolled to participate unless they choose not to be part of this program. When applying for electric service from Snapping Shoals EMC, consumers receive information about Operation Round Up and a short response form that they can complete if they do not wish to participate.

The majority of our members support the program, and thanks to that strong participation, Operation Round Up has been able to have a significant impact in our local communities.

All Operation Round Up donations are administered through the Snapping Shoals Electric Trust. The Trust has its own board of directors, which is responsible for investigating and evaluating applications for assistance and

making decisions about the disbursement of funds.

Members of the Trust Board are community representatives appointed by the Snapping Shoals EMC Board of Directors. They serve on a voluntary basis with no pay or other compensation.

Who Is Eligible To Seek Assistance?

Individuals and families who are Snapping Shoals EMC electric customers and organizations in the communities served by Snapping Shoals EMC may apply for assistance.

Applications for assistance are available at our main office at 14750 Brown Bridge Road, Covington and on our website at www.ssemc.com or you may call 770-385-2737 to request a form or get more information.

Operation Round Up® Education Assistance

Education assistance funds are available through Operation Round Up. Applicants may be high school seniors, college undergraduates or adults of any age, and they must live in a household receiving electric service from Snapping Shoals EMC. Financial need is the most important criteria, and an income limit applies. Education assistance funds may be used at accredited colleges, universities or trade schools in Georgia only. Application forms and details are usually available by early spring.

Scholarship Programs

The scholarships listed below are funded through “Unclaimed Capital Credits” and do not impact SSEMC electric rates.

J.E. Robinson Memorial Scholarships

The Snapping Shoals EMC Scholarships were created in 1993 to recognize the achievements of outstanding high school seniors throughout our area. The scholarships were renamed in honor and memory of our former manager, president and CEO J.E. Robinson after his death in 2004. Robinson was manager of the cooperative for 42 years, from 1953 until his retirement in 1995, and will long be remembered for his service in the electric utility industry and in the local community.

Scholarship applicants’ academic ability and financial need are the primary

considerations in our annual selection process, but various other factors, such as school and community activities, are also considered. Applications are judged by retired educators.

Any high school senior whose home (primary residence) is served by Snapping Shoals may apply for a J.E. Robinson Memorial Scholarship. The program is also open to all seniors at several public high schools in our area. (Scholarship criteria and eligibility requirements are subject to change.) Application forms and full details are usually available by mid to late fall.

All-Around Student Scholarships

The Snapping Shoals EMC All-Around Student Scholarships were created in 2007 to recognize the amazing high school students throughout our area who are able to balance involvement in extracurricular activities while maintaining an excellent academic record.

Involvement in school and community activities is the primary consideration for the All-Around Student Scholarship. Academic ability and financial need are also factors in the selection of the scholarship recipients.

Any high school senior whose primary residence is served by Snapping Shoals EMC, or whose high school is served by SSEMC, may apply. (Scholarship criteria and eligibility requirements are subject to change.) Application forms and full details are usually available by mid to late fall.

Walter Harrison Scholarships

Snapping Shoals also participates in Georgia EMC's Walter Harrison Scholarship program. This is an annual statewide competition for students representing EMCs across Georgia. To apply for a Walter Harrison Scholarship through Snapping Shoals, your primary residence must be the household of a Snapping Shoals EMC member (electric customer) or employee.

The Walter Harrison Scholarship program was created in 1985 to honor the late Walter Harrison, a pioneer in bringing electricity to rural areas of Georgia. The program is sponsored by local EMCs throughout the state and is coordinated by Georgia EMC.

The selection of Walter Harrison Scholarship recipients is based primarily

on academic achievement and financial need, but other factors are also considered. The scholarships may be used for undergraduate studies at any two-year or four-year accredited college or university in Georgia, including vo-tech schools. Scholarship criteria and eligibility requirements are subject to change. Application forms and full details are usually available by mid to late fall.

Washington Youth Tour

The Washington Youth Tour is a fantastic opportunity for young people to get a first-hand look at American government and history. This all-expenses-paid trip to our nation's capital is a fast-paced week of touring major historic sites, meeting state and national leaders, seeing government in action and participating in leadership-building activities.

Participants also have the opportunity to make new friends from all over the country. Winners from Snapping Shoals EMC join other high school students from across Georgia and the United States for this annual national event. In addition to providing the trip to Washington, Snapping Shoals EMC also offers a college scholarship for its participants.

To apply through Snapping Shoals EMC, a student must be a sophomore or junior in high school and be at least 16 years old by June 1 the year of the trip. (Criteria and eligibility requirements are subject to change.) Application forms and program details are usually available by mid to late fall.

Other Services

Energy Choices

We understand that making energy decisions can be difficult. That's why our energy experts are here to help. Whether you're trying to understand your choices in Georgia's deregulated gas market, wanting to increase the overall energy efficiency of your home, or trying to decide on the most cost-effective way to heat and cool your home, our experts can help. Visit www.ssemc.com or call us at 770-786-3484 for more information.

Surge Protection

To help you protect your valuable electronics and appliances, Snapping Shoals EMC offers quality surge protection with an excellent warranty. Our Avert Surge Protection program combines meter-base protection for

appliances with point-of-use protection for sensitive electronics. Visit www.ssemc.com or call us at 770-786-3484 for more information.

Area Lighting

Snapping Shoals EMC offers a variety of outdoor security lighting options to meet residential, commercial and industrial needs. In addition to security lighting, many other lighting choices are also available. Special packages can be designed for commercial and industrial use. Visit www.ssemc.com or call us at 770-786-3484 for more information.

Basic Energy Terms

Source: Use or Usage: A Rural Electric Guide to Style, published by the National Electric Cooperative Editorial Association (now the Statewide Editors Assn.), Washington, DC, 1991.

alternating current (AC) - A flow of electricity through a conductor that continuously reverses its direction of flow, in contrast to direct current (DC). Nearly all electricity generated in the United States is alternating current.

ampere (amp) - A measure of how much electricity is moving through a conductor. Amperes equal watts divided by volts; for instance, a 1,000-watt heater at 120 volts draws 8.33 amps. The term is commonly used to indicate the size of circuit breakers and fuses.

Btu (British thermal unit) - Amount of heat needed to raise the temperature of one pound of water by one degree Fahrenheit.

CFL (Compact Florescent Light) - Very efficient lights that can replace most incandescent lamps for greater life and cooler operation.

conductor - A material that allows an electric current to pass through it.

current - A flow of electrically charged particles. The unit of measurement is the ampere.

demand - The amount of electricity drawn from an electric system at a given time, measured in kilowatts. Peak demand is the greatest demand placed on an electric system; measured in kilowatts or megawatts.

direct current (DC) - Electricity that flows through a conductor in a single direction.

electric energy - The flow of charged particles (electrons).

fossil fuel - Materials such as coal, oil or natural gas used to produce heat or power; also called conventional fuels. These materials were formed in the ground millions of years ago from plant and animal remains.

kilovolt (kv) - 1,000 volts. The amount of electric force carried through a high-voltage transmission line is measured in kilovolts.

kilovolt-ampere (kva) - 1,000 volt-amperes. (See volt-ampere.)

kilowatt (kw) - The basic unit of electric demand, equal to 1,000 watts; average household demand is 10 to 20 kilowatts.

kilowatt-hour (kwh) - A unit of energy or work equal to 1,000 watt-hours. The basic measure of electric energy generation or use. A 100-watt light bulb burning for 10 hours uses one kilowatt-hour.

load - The amount of electric power drawn at a specific time from an electric system, or the total power drawn from the system. Peak load is the amount of power drawn at the time of highest demand.

ohm - The amount of resistance overcome by one volt in causing one ampere to flow. The ohm measures resistance to current flow in electrical circuits.

R-value - A number showing the ability of insulation to resist the transfer of heat. Higher R-values indicate more efficient insulation.

therm - A measure of heat equal to 100,000 British thermal units (Btu).

volt (v) - A unit of electric force that measures the pressure of electricity.

volt-ampere - The basic unit of electric power; figured as the product of a system's voltage multiplied by amperes.

watt (w) - The standard unit of electric power, named for James Watt, a 19th century Scottish engineer. A measure of the power that can be generated by an electric current; equal to 1/746 horsepower.

watt-hour (wh) - Energy converted or consumed at a rate of one watt during a period of one hour.

Service Rules & Regulations

Service Rules and Regulations for Snapping Shoals Electric Membership Corporation

Revised February 2015

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305. AREA COVERAGE AND SCOPE OF SERVICE RULES AND REGULATIONS

305.A Coverage. Snapping Shoals EMC will extend retail electric service on a full area coverage basis in compliance with the language of the Georgia Territorial Electric Service Act. Snapping Shoals EMC will extend wholesale electric service (a sale for resale) only if the Board of Directors determines, in its discretion, that such a sale is in the best interests of Snapping Shoals EMC.

305.B Scope of Service Rules and Regulations. These Service Rules and Regulations apply only to a member receiving retail electric service. To the extent that the Board of Directors determines, in its discretion, to provide wholesale electric

service (a sale for resale) to a member, the applicable rules and regulations shall be provided in a written contract approved by the Board of Directors.

310. Service Rules

When service is made available by Snapping Shoals EMC, the member shall assume full responsibility for abiding by all rules and regulations, bylaws, and other policies which are or may be established by the Board of Directors.

310.A Service Availability. Service will be considered available upon completion of the construction of the line and the installation of the transformer by Snapping Shoals EMC, the completion and inspection of the member's wiring, and the connection and energizing of these facilities at the point of delivery. If the member does not use the service, Snapping Shoals EMC may, after a period of six (6) months, remove the material and equipment which has been installed. If such member desires service at a later date, Snapping Shoals EMC will require payment of the costs of removing and reinstalling such material and equipment.

310.B Point of Delivery. Snapping Shoals EMC will construct and maintain the facilities required to provide service to the point of delivery. The point of delivery is that point on the member's premises, or other agreed point, where Snapping Shoals EMC connects its electric equipment or service conductors to the member's service conductors or equipment. All equipment and conductors on the load side shall belong to and be the responsibility of the member, except meters and metering equipment and any other equipment provided by Snapping Shoals EMC. Snapping Shoals EMC will designate the locations of all metering equipment and points of delivery.

310.C Member's Liability. The member will indemnify, save harmless and defend Snapping Shoals EMC against all claims, demands, cost or expense for loss, damage or injury to persons or property in any manner directly or indirectly arising from, connected with, or growing out of the transmission or use of electrical current at or on the member's side of the point of delivery.

310.D Changes in Member's Wiring and Equipment. Snapping Shoals EMC recommends that the member and/or owner of property allow only experienced and qualified electricians to make any change, alteration, addition or repair to any part of the member's wiring or equipment.

Equipment owned by Snapping Shoals EMC serving the member's premises was designed for Standard Utility Service and has a specific capacity. For this reason, it shall be the responsibility of the member to notify Snapping Shoals EMC before any change is made in the load characteristics or in the purpose or location of the member's wiring and equipment. The addition of tankless hot water heaters or other high electrical load equipment are likely to cause service problems or equipment

failures to the member, SSEMC or other members. The member shall be liable for any damage to meters or accessories, transformers, wires or other equipment of Snapping Shoals EMC, caused by any changes. The member shall also be liable for any cost of any additions or changes to the SSEMC utility system required to correct the member's or any other affected member's service up to utility standards.

310.E Resale of Energy. Electric energy and capacity delivered to the member's premises will not be resold.

310.F Forms. It will be the member's responsibility to see that all necessary forms are properly executed and necessary fees paid in connection with his or her request for electric service. These forms include a signed membership application with appropriate ID, additional connection application, underground service application and right-of-way easement. In addition, the member may be required to secure right-of-way agreements from other individuals if it is necessary for Snapping Shoals EMC to cross other properties in order to bring service to the member.

Failure to return all necessary completed forms may result in service termination.

310.G Termination of Service. Members who are not under specific contract who wish to discontinue service must give at least two (2) regular business days' notice to that effect. Notice to discontinue service prior to the expiration of the contract term will not relieve the member from any minimum or guaranteed payment under any contract or rate.

310.H Paying of Bill. As outlined in policies 315. Billing and Collecting and 325. Disconnection of Service.

310.I Annual Meeting. Snapping Shoals EMC bylaws provide that each membership is entitled to one vote at its annual meeting. Therefore, each member has a right and responsibility to attend the annual meeting of the members, at which time board members are elected and reports of the previous year and any other pertinent business which may come before the meeting are presented.

310.J Reporting Outages and/or Trouble. If service is interrupted or not satisfactory, or any hazardous condition is known to exist, it will be the obligation of the member to notify Snapping Shoals EMC of such existing condition. If the member's electric service fails, the member will first determine if there are blown fuses, tripped breakers, or if member's equipment is at fault before notifying Snapping Shoals EMC. If a serviceman is dispatched at the member's request and it is determined that the member's equipment is at fault, the member may be charged a fee for the service call.

310.K Vandalism. Any vandalism involving any Snapping Shoals EMC equipment should be immediately reported to a Snapping Shoals EMC office so that

appropriate action can be taken.

310.L Reporting Adverse Right-of-Way Conditions. If at any time the member becomes aware of a condition along the rights-of-way of Snapping Shoals EMC that requires attention to maintain dependable service, Snapping Shoals EMC should be notified immediately so that corrective steps can be taken. Examples of such conditions are: leaves being scorched as a result of touching the wires, actual arcing of electricity when the wind blows, limbs growing into the wires, and/or trees rubbing a conductor.

310.M Right of Access. Employees of Snapping Shoals EMC will have access at any time to the member's premises for the purpose of reading meters and testing, repairing, removing, inspecting or exchanging any or all equipment belonging to Snapping Shoals EMC.

315. BILLING AND COLLECTING

Monthly Billing Accounts. For billing purposes, meters will be read monthly. If no reading is available, the usage and/or the amount due may be estimated. Bills will be prepared and mailed or available electronically within a few days after the meter has been read. Failure to receive a bill does not release the member from payment obligation.

Each bill will contain detailed billing information including a current due date. Current amounts due may be subject to additional charges if not paid by the current due date. Overdue accounts may be disconnected without notice and may incur additional collection charges, reset fees and deposits. The Cooperative cannot be held responsible for payments delayed or lost in the mail.

Prepaid Billing Accounts. For billing purposes, meters will be read daily. The prepaid balance is calculated daily and accounts resulting in a debit balance will be scheduled for immediate disconnection.

Members on the prepaid billing plan will not receive a monthly bill. The prepaid balance will be available online through the customer self serve or through our automated phone system (IVR). Low balance notification will be available through email and/or the (IVR).

316. BILLING ADJUSTMENTS

Billing Adjustments. The Member of the Cooperative agrees to pay for all services consumed at the full applicable rate; monitor his or her bills, notify the Cooperative of any discrepancies and pay any amounts to be determined as a result of under billing, regardless of the cause or duration of such error.

If a meter, through testing or inspection, is found to be more than two percent (2%) in error, either fast or slow, or the meter is stopped the Cooperative may adjust

for the unbilled usage. If the interval during which the error occurred cannot be determined, then the billing adjustment will be based on an appropriate estimation of usage and/or demand for a given time period based on the following terms:

- From the date the error occurred, if the date of the cause can be absolutely determined.
- No more than twenty four (24) months prior to the discovery of the error, if the date of the cause cannot be absolutely determined.

Incorrect billings resulting from inaccurate metering equipment, clerical errors, incorrect application of the rate or other similar reasons shall be adjusted and a corrected bill issued to the member. If the member has been overcharged, the Cooperative shall credit the member's account. In the event the customer was under billed, installment payments shall be offered for not less than the number of months the account was billed in error. For members on the prepaid billing plan, the adjustment, either debit or credit, will apply to the AR immediately with the debit adjustment applying to the prepaid arrangement.

Non-Monthly Billing Accounts. Terms and Conditions of service shall be determined at the time of request and contained in an appropriately executed document.

318. PAYMENTS/INSTRUMENTS RETURNED BY THE BANK

Payments returned unpaid by the banks will be treated as unpaid and collected accordingly. A service charge will be added for the expenses incurred in handling the returned instrument.

For unpaid obligations on current charges, the member will be notified immediately of the returned instrument and advised that payment plus service charges should be paid within five (5) business days or the service will be disconnected at the normal cutoff date. Accounts that are past their cutoff date may not be notified and are subject to immediate disconnection.

Where instruments are returned unpaid for past due amounts, deposits or payment arrangements, the account will be considered delinquent and subject to normal disconnection dates as if no payment had been received. This could result in immediate dispatch for collection or disconnection.

Where instruments are returned unpaid for prepaid billing accounts which result in a debit balance the account will be scheduled for immediate disconnection.

When the Cooperative has received three (3) returned instruments from an individual consumer within a twelve-month period, the Cooperative reserves the right to accept only cash or money order as payment on the account. Additional deposit may also be required to cover up to three months' bills. Cash, money order or credit card is required to redeem any returned check.

Warrants may be issued for checks not redeemed by the issuer.

320. DEPOSITS

Because electric service is generally billed and collected for after its use, the Cooperative is granting credit to applicants for electric service. Because the timing of bills and subsequent notices can result in usage of up to three months or more before disconnection for non-payment, the Cooperative may collect a Deposit, as determined below, in addition to the Membership Fee and Account Establishment Fee or other costs or fees that may be required.

320.A Residential. Deposit amounts will be dependent on the credit worthiness of the applicant and the amount of credit likely to be extended through electric service. Initial deposits may range up to three times the highest expected bill.

320.B Commercial. Deposit amounts will be dependent on the credit worthiness of the applicant and the amount of credit likely to be extended through electric service. On commercial establishments with a billing history, a deposit or surety bond equivalent to the highest three months' billing may be required.

320.C Temporary Service - Contractors. Policy 320.A applies except that should the contractor become a poor credit risk, deposit equivalent to three months' bills may be required for each service.

320.D Public Buildings. Deposits for public buildings such as churches, civic clubs, etc., will be dependent on connected load and credit worthiness.

320.E Prepaid Billing. A deposit is not required for prepaid billing accounts.

320.F Credit or Refund of Deposit.

1) Residential Accounts

Upon request by the member, the deposit may be credited to his electric bill provided that during the previous 12 consecutive months all current bills were paid by the due date, no courtesy notices were issued, and there were no returned instruments.

If the member later becomes a poor credit risk because bills are not paid by the due date, courtesy notices become necessary, service is disconnected for nonpayment, and/or checks are returned by the bank, then a deposit equivalent to three times the highest months' bill may be required.

2) Commercial Accounts

Upon request by the member, the deposit may be credited to his electric bill or a Surety Bond released provided that during the previous 24 consecutive months all current bills were paid by the due date, no courtesy notices were issued, there were no returned instruments, and a check of the credit worthiness of the business warrants, in the opinion on the Cooperative, a return or reduction of the deposit.

If the member later becomes a poor credit risk because bills are not paid by the due date, courtesy notices become necessary, service is disconnected for nonpayment, and/or checks are returned by the bank, then a deposit equivalent to three times the highest months' bill or a Surety Bond may be required.

Membership Fees and deposits, if not already credited, will be refunded when a consumer discontinues service, regardless of service time, less any outstanding indebtedness to the Cooperative.

320.G Re-establishment of Service. If a former member reapplies for service, the policies concerning membership fee, deposit and account establishment fee in effect at the time of reconnection will govern.

325. DISCONNECTION OF SERVICE

Snapping Shoals EMC reserves the right to discontinue service without notice or with reasonable notice for violation of its service policies, nonpayment of any indebtedness, contract provisions or other just causes.

325.A Without Notice. Snapping Shoals EMC reserves the right to discontinue the supply of electric service to any member or members for any of the following reasons:

- a. For fraudulent representation as to the use of electric service.
- b. Where a member's equipment or wiring, or Snapping Shoals EMC equipment or lines, are creating or contributing to a hazardous condition.
- c. For repairs or emergency operations.
- d. For unavoidable shortage or interruption of Snapping Shoals EMC's source of supply.
- e. When necessary to protect Snapping Shoals EMC from theft, fraud, abuse or unauthorized use of service.
- f. Upon cancellation of contract and vacating of the premises by the member.
- g. For returned checks or credit card payments for delinquent amounts when returned after the normal disconnection date for the delinquent amount.
- h. For the use of equipment which adversely affects Snapping Shoals EMC's service to its other members.
- i. On transferred accounts if any past due amount is owed at the old service location.
- j. For prepaid accounts when a debit balance occurs.

325.B With Reasonable Notice. Snapping Shoals EMC reserves the right to discontinue service with reasonable notice for any of the following reasons:

- a. For non-payment of any indebtedness to the Cooperative.
- b. For refusal of reasonable access to Snapping Shoals EMC's lines and equipment.

c. For failure to permit access to the meter.

The discontinuance of service for any of these causes does not release the member from his/her obligation to pay for energy received or the charges specified in any existing contract or policy. Payment for electric service is a repetitive, monthly obligation that members acknowledge when applying for service. SSEMC recognizes that circumstances may arise that prevent members from honoring their financial obligations to the cooperative and SSEMC may occasionally allow temporary payment deferment. Customers should contact SSEMC representatives in advance of payment deadlines to request arrangements. Additional fees or deposits may be required as a condition of any payment extension.

325.C Restoration of Service. Snapping Shoals EMC will restore service when the causes of discontinuance have been removed and payment of all proper charges due from the member has been received.

Service charges will be imposed in order that the members creating the expense shall bear the cost. These charges will be set by the Board of Directors.

Snapping Shoals EMC will not assume responsibility for any wiring beyond the meter; however, should persons connecting the service happen to see an unsafe condition beyond the meter, they will deny service until the unsafe condition has been corrected.

When re-establishing individual service, the main breaker must be in the off position or the member assumes responsibility for any damages. The member may request restoration be made with the breaker on by signing a waiver or calling our Customer Service and having the waiver recorded on our phone system.

325.D Disconnection During Illness. Past Due collections may be deferred one time within a 12-month period for up to fourteen (14) days due to a Serious Illness within the household of the member to allow for either payment or other arrangements of care for the illness. Signed documentation from a licensed physician must be provided within two (2) business days of the illness claim and cannot have been issued more than thirty (30) days prior to the illness request. The documentation should state that the serious illness is one of such nature that the illness is, or could rapidly develop into, a life-threatening situation in the absence of electrical service. This Rule (325.D) does not apply to members on the prepaid billing plan.

330. ELECTRIC SERVICE QUALITY AND CONTINUITY

Snapping Shoals EMC will use reasonable diligence to provide and maintain uninterrupted electric service.

In case of interruption, deficiency, variation of voltage, or any other failure or reversal of the service resulting from power supply, acts of God, public enemies, accidents, strikes, riots, wars, repairs, Orders of Court, or other acts reasonably beyond the control of Snapping Shoals EMC, Snapping Shoals EMC will not be liable for damages, direct or consequential, resulting from such interruptions or

failure.

In order to receive prompt service, the members should give immediate notice to the office of any interruption, irregularities, or unsatisfactory service and of any defects known to the member.

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

335. LINE EXTENSIONS

Snapping Shoals EMC's distribution system will be extended to serve customers as permitted under Georgia law. Our standard method of service is through construction of overhead facilities.

County-approved plats for subdivisions must be submitted and grading plans for lots and driveways must be clearly defined before the installation of electric facilities. If any changes are later made by the builder or developer and those changes necessitate relocation of the Cooperative's electric facilities, the builder or developer will be required to pay the cost of moving the electric facilities.

Non-standard line extensions, including underground, will generally require Aid-in-Construction contributions from the Member or developer and will be provided to the Member or developer as appropriate to the situation as part of the preconstruction engineering. These charges are calculated from our current Line Extension Rate Structure Guidelines as modified and approved by the Board of Directors from time to time.

335.A Permanent and Mobile Home Residential Service. Service will be constructed as soon as possible when the conditions of the respective counties are met by the owner and the Cooperative is notified by the county of the approval.

Service will be provided at regularly established rates and minimum charges as defined in SSEMC's Line Extension Rate Structure Guidelines then in effect. The standard point of connection will be on the front or side nearest existing facilities.

The Cooperative's pole may not be used to mount service entrance, personal security lights or other electrical or non-electrical apparatus; and no part of a mobile home shall be within 15 feet of the pole.

335.B Temporary Type Service - Tents, Campers, Fruit and Vegetable Stands, etc.

(1) A non-refundable advance payment will be required to guarantee revenue from this service.

(2) If additional facilities are needed, applicant will be required to pay a contribution in aid of construction to cover the cost of pole and installation expense. This charge will be determined by the Staking Technician.

(3) A temporary type pole approved by the County Inspection Department may

be used if service is to be retired within two months.

(4) All payments must be in cash.

335.C Industrial and Large Loads.

(1) A monthly minimum charge based on the cost of providing the service will be established.

(2) An advance payment may be required to cover three to five years' minimum bill.

(3) A written contract will be required for all large loads of 150 KVA and over.

335.D Underground Service.

(1) Individual Lot – Underground service will be furnished on request provided the following conditions are met:

a. The underground service does not require drilling or cutting through rock.

b. The consumer owns the property on which the service is rendered.

c. The Cooperative will furnish this type service provided the consumer pays per lineal foot for the installation of this service from the transformer to the meter base.

d. Three-phase service will be installed by contractor or developer from the meter base to the transformer or other point of demarcation. If the Cooperative installs the three phase service there will be a charge to the consumer on a per foot per run basis from the transformer or demarcation point to the meter base.

The cost will be determined by the difference in the cost of overhead and underground service at the time of installation. These charges are calculated from our current Line Extension Rate Structure Guidelines as modified and approved by the Board of Directors from time to time.

(2) Subdivisions – If a contractor or developer wishes to have underground service in an entire subdivision, an advance payment will be required. These charges are calculated from our current Line Extension Rate Structure Guidelines as modified and approved by the Board of Directors from time to time.

Underground service may not be provided when drilling or cutting through rock is required.

335.E Ball Field Service. The Cooperative may provide construction and maintenance assistance to communities including churches, schools and clubs in providing lighting for ball fields at the convenience of the Cooperative.

340. MEMBERSHIP FEES

The Membership Fee shall be set by the Board of Directors. This is a joint fee between husband and wife, regardless of which party may actually pay the fee.

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 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, however, that the other spouse shall not be released from any debts due the Cooperative prior to the time of the divorce. It shall be the responsibility of the remaining spouse to notify the Cooperative of the divorce and change in membership.

345. MEMBERS – EXPULSION

Any member may withdraw from membership upon compliance with such uniform terms and conditions as the Board of Directors may prescribe.

The Board of Directors, by the affirmative vote of not less than a majority of all the members of the Board, may expel any member who fails to comply with any of the provisions of the articles of incorporation, the bylaws, or the service rules and regulations adopted by the Board of Directors. A member may also be expelled by inflicting or attempting to inflict injury to a Cooperative employee or damage to Cooperative property.

350. METERS

350.A Account Establishment Fee. An Account Establishment Fee shall be charged for creating a member account and/or setting a meter. An overtime charge may be assessed when a member does not request such service in time for the order to be completed before 5:00 p.m. during regular business hours. These charges shall be set by the Board of Directors.

350.B Service and Meter Base Location. Electrical service entrances and temporary service poles shall be located as designated by Snapping Shoals EMC personnel. Meter bases shall be located in accessible areas and not blocked by shrubbery or other landscaping. The center of the meter receptacle shall be not less than 42 inches or more than 68 inches above the final grade directly below the meter base. Temporary electrical poles and pedestals shall be adequately supported. All work shall meet NEC, state and local codes and specifications. Specific installation instructions, locations and diagrams are available at no cost upon request.

Members shall provide access to metering equipment. Where access is restricted by locked gates, fences, dogs or other means, then access to the meter shall be provided through one of the following methods:

1. Use of a Snapping Shoals EMC-provided lock, with the Cooperative retaining the master key and the member retaining a subordinate key.
2. Relocating the metering equipment to an accessible location at the member's expense.

If the member refuses to allow access, service may be disconnected until satisfactory arrangements are made.

350.C Unauthorized Use of Service. All metering equipment will be sealed.

Meter base seals will be removed only by employees of Snapping Shoals EMC, except when a Snapping Shoals EMC employee authorizes another person, such as an electrician or fireman, to break the meter seal and remove the meter from the base. A record of such action will be made and the meter base resealed as soon as practical.

An aggressive program to detect unauthorized use of service shall be ongoing to protect the Cooperative and its members from loss of revenue.

Snapping Shoals EMC recognizes that the theft of electricity is a crime punishable by law, a contributing factor to higher power rates, and a dangerous practice that can result in property damage and/or loss of life.

The Cooperative is committed to combating this problem using every available means to recover lost revenues when a theft is detected.

The Cooperative further acknowledges that repeat offenders and others who blatantly engage in power theft should be referred to the utility attorney for civil action and/or to the prosecuting attorney for criminal prosecution in accordance with O.C.G.A. 16-7-25 (2008)

350.D Testing.

1. All meters repaired or returned to the meter lab will be tested for accuracy and test reports properly completed.

2. Members requesting meter tests will pay a fee before the meter is tested. If a meter, through testing or inspection, is found to be more than two percent (2%) in error, either fast or slow, or the meter is stopped the Cooperative may adjust for the unbilled usage. If the meter is found to be more than two percent (2%) fast or slow, the fee will be credited to the account and the meter changed out. Adjustments will be applied according to Section 316.Billing Adjustments.

3. A systematic meter inspection program may be set up by the Metering Department to periodically inspect and/or test meters of Snapping Shoals EMC.

360. PROPERTY DAMAGE

Accidental or intentional destruction of any property or equipment belonging to the Cooperative shall be charged to the person responsible.

Intentional destruction by a member of the Cooperative may be cause for expulsion from membership in the Cooperative.

365. RATES

Rates that are sufficient to maintain the Cooperative's sound financial condition are established through the use of comprehensive rate studies and approved by the Board of Directors. Copies of current rate schedules are available to all members.

Rates are subject to change at any time.

365.A Minimum Bills. The Board of Directors sets a minimum base charge for each category of service.

365.B Multiple Service. Where two or more premises are provided electricity through a single meter, the minimum base charge shall be multiplied by the number of units served and billed under the appropriate rates.

Extra deposit may be required on services of this type. The deposit may be increased in accordance with policy on non-payments.

370. RELOCATION OF POLES

Relocation of poles and other facilities of the Cooperative to provide clearance for existing and new building shall be done at a cost to the consumer as determined by management. All other requests for relocations of poles for the convenience and benefit of the individual will be done with the approval of management and upon payment of the cost of relocation.

Relocations for county, state and federal roads shall be made upon their official request. The governmental agency shall be billed appropriately at the completion of work on an actual-cost basis.

Relocations requested for new developments may be made at no cost providing all of the following conditions are met:

- (1) In the opinion of Snapping Shoals EMC, the existing facilities pose an obstacle to development.
- (2) A county-approved plat is submitted.
- (3) Necessary easements can be obtained at minimal cost to Snapping Shoals EMC.

Where the above conditions are not met, relocations will be done at cost where possible and practical.

373. HOUSE MOVING AND OTHER LARGE EQUIPMENT

Application for the movement of a house shall be made at least 72 hours before the time of movement with prior approval of the local utilities affected.

The house mover must use the Utilities Protection Center and acquire the affected utilities' approval.

375. RIGHT-OF-WAY EASEMENTS AND RIGHT OF ACCESS

Right-of-way easements are required of landowners for the purpose of providing location of and access to electric distribution lines and access for construction, operation and maintenance.

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

construction operation, maintenance or relocation of the Cooperative's facilities.

Satisfactory right-of-way clearance for electric lines to the point of delivery of a new service must be accomplished before the service connection will be made.

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

375.A Clearing, Reclearing, and Maintenance of Rights-of-Way.

Normally, 50 feet of right-of-way may be required and 30 feet maintained for overhead facilities. For underground facilities the require right-of-way will be not less than the amount required to access all facilities with necessary installation and maintenance equipment or 12 feet, whichever is greater, unless specifically authorized in writing by SSEMC.

The member shall allow the Cooperative to clear and trim trees which will endanger the electric lines of the Cooperative and imperil service to that member or other members. The member shall refrain from:

(1) Planting along the Cooperative's right-of-way any trees, shrubs, etc. that may at some time in the future endanger the lines or impair safe work practices of employees.

(2) Placing structures on the right-of-way. If the member does place vegetation or structures within the right-of-way, the Cooperative will not be responsible for damages done to same. The member will not, in any manner or fashion, place anything in or on right-of-way which would prohibit Cooperative equipment from ingress or egress. If the member does violate this restriction, the obstruction will be removed by the member at the member's expense.

(3) Planting trees, shrubs, etc. on or above buried power lines or around pad-mounted transformers and meters.

The Cooperative shall use all reasonable care and diligence in the clearing, reclearing and maintenance of rights-of-way. The Cooperative shall make a reasonable attempt to give notice to the landowners of scheduled or planned clearing and reclearing and alterations within the existing right-of-way. Right-of-way clearing by the member must be approved by the Cooperative before construction begins. Member's minimum contract on the construction charge may be adjusted to compensate for cost of right-of-way clearing.

380. SECURITY LIGHTS

All security light installations require a contract signed by the property owner. Advance payment equal to the total cost of the initial term of the contract shall be required for non-property-owners and/or mobile home owners.

Lights installed for counties shall not be subject to advance payments, but an authorized representative shall sign a 12-month contract.

The monthly charge for lights shall be designated in the Cooperative's Retail

Rate Schedule.

Once a security light has been installed, there will be special charges if the member requests that it be relocated prior to expiration of the contract. (See Service Charges.) Requests for non-standard lights will be considered, and the charge will be determined by the difference in cost.

If service is run underground to provide security light service, there will be a charge per foot as determined by cost. This charge shall be paid in advance.

No underground service will be provided if drilling or cutting through rock is required.

Nonpayment of security light service will result in disconnection of metered service.

385. SECURITY LIGHTS DAMAGED

The first time a security light is damaged by vandalism it will be repaired by the Cooperative at no cost to the member.

Thereafter the member responsible for paying the bill each month will be charged the actual cost including material, labor and overhead for repairing the light.

If the charges are not paid, the light will be retired. If at any time another light is installed to serve the same consumer at the same location, it will be at cost to the consumer.

390. SERVICE CHARGES

The following may be subject to a special charge:

1. Collection of an overdue bill.
2. Reconnection of service.
3. Check returned by the bank unpaid.
4. Unauthorized use of service.
5. Service cut off at pole for unauthorized use of service.
6. Appointments not kept.
7. Meter set, reconnection or relocation after regular hours.
8. Service changed from temporary to permanent after regular hours.
9. Meter test.
10. Relocation of security light.
11. Special metering equipment.
12. Seasonal connections and disconnections.
13. Trouble call and the outage is caused by member's equipment.
14. Account establishment fee.

The amounts of the above charges are set by the President/CEO and approved by the Board of Directors.

Member Bylaws

FOREWORD

The bylaws of Snapping Shoals Electric Membership Corporation form a contract between the Cooperative and its consumers. The consumers, by dealing with the Cooperative, acknowledge that the terms and provisions of the Articles of Incorporation and the Bylaws do constitute a contract and that both the Cooperative and the consumers are bound by the contract as fully as though each has individually signed a separate instrument containing the terms and provisions therein.

DEFINITIONS

1. **Cooperative:** A non-profit corporation wherein the members are the owners and any money received in excess of the expenses will be refunded to the member based upon the contribution of that member.
2. **Close relative:** A parent, grandparent, child, grandchild, brother, sister, spouse, by blood or law.
3. **Margins:** The difference between the Cooperative's income and its expenses.
4. **Capital Credits:** The margins credited to members of the Cooperative and allocated based on each member's purchases from the Cooperative.

Bylaws of Snapping Shoals Electric Membership Corporation

Revised December 2016

ARTICLE I MEMBERS

SECTION 1. MEMBERSHIP.

Any person, firm, association, corporation or body politic or subdivision thereof (hereinafter called "person") will become a member of Snapping Shoals Electric Membership Corporation, (hereinafter called "Cooperative") upon the receipt of retail, wholesale or other contractual electric service from the Cooperative, provided applicant has first:

- a. Agreed to purchase from the Cooperative electric energy as hereinafter specified;
- b. Agreed to comply with and be bound by the Articles of Incorporation, the Bylaws of the Cooperative, and any Rules and Regulations adopted by the Board of Directors;
- c. Paid the membership fee hereinafter specified.

At the discretion of the Board of Directors, any person may become a member by paying the membership fee and executing a contract for wholesale electric or other contractual service.

No member shall hold more than one membership in the Cooperative and no membership in the Cooperative shall be transferable except as provided for in these bylaws.

SECTION 2. JOINT MEMBERSHIP.

Spouses agreeing to take service at their residence shall automatically have a joint membership subject to their compliance with the requirements set forth in Section I of this article, when they specify otherwise. The term "member" as used in these bylaws shall be deemed to include a married couple holding a joint membership, and any provisions relating to the rights and liabilities of membership shall apply equally with respect to the holders of a joint membership. Without limiting the generality of the foregoing, the effect of the hereinafter specified actions by or in respect to the holders of a joint membership shall be as follows:

- a. The presence at a meeting of either or both spouse shall be regarded as the presence of one member and shall constitute a waiver of notice of the meeting by both spouses.
- b. The vote of either spouse separately or both spouses jointly shall constitute one vote, provided, however, if both spouses are present and in disagreement as to such vote, then each spouse shall cast one-half (1/2) vote.
- c. A waiver of notice signed by one or both spouses shall constitute a waiver by the joint members.
- d. Notice to one or both spouses shall constitute notice to both joint members.
- e. Expulsion of one spouse shall terminate the joint membership.
- f. Withdrawal of one spouse shall terminate the joint membership.
- g. Either spouse, but not both, may be elected or appointed as an officer or board

member, provided that both joint members meet the qualifications for such office.

h. Any change in service will require the signature of one spouse. The Cooperative reserves the right, in its sole discretion, to require a legally acceptable signature or other authorization, as well as proof of identity.

SECTION 3. CONVERSION OF MEMBERSHIP.

- a. Upon the death of either spouse who is a party to the joint membership, such membership shall be held solely by the survivor with full rights of survivorship to capital credits and all other interests in the joint account, provided, however, that the estate of the deceased shall not be released from any debts due the Cooperative.
- b. 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 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, however, that the other spouse shall not be released from any debts due the Cooperative prior to the time of the divorce. It shall be the responsibility of the remaining spouse to notify the Cooperative of the divorce and change in membership.

SECTION 4. MEMBERSHIP FEE.

There shall be a membership fee of \$10.00.

SECTION 5. PURCHASE OF ELECTRIC ENERGY.

Each retail member shall, as soon as electric energy shall be available, purchase from the Cooperative all electric energy purchased for use on the premises specified in the application for membership, and shall pay therefore at rates which shall from time to time be fixed by the Board of Directors. 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. It is expressly understood that amounts paid for electric energy in excess of the cost of service are furnished by members as capital so furnished as provided in these bylaws. Each member shall pay to the Cooperative such minimum amount, regardless of the amount of electric energy consumed, as shall be fixed by the Board of Directors from time to time. Each member shall also pay all amounts owed to the Cooperative as and when the same shall become due and payable. Wholesale members and other members being served pursuant to separate contracts shall be served at cost in accordance with a contract prescribing the terms of service.

SECTION 6. WITHDRAWAL, EXPULSION, AND REINSTATEMENT OF MEMBERSHIP.

- a. Any member may withdraw from membership upon compliance with such uniform terms and conditions as the Board of Directors may prescribe.
- b. The Board of Directors may, by the affirmative vote of not less than a majority of all the members of the board, expel any member who fails to comply with any of the provisions of the articles of incorporation, the bylaws, or the rules and regulations adopted by the Board of Directors, but only if such member shall have been given written notice by the Cooperative that such failure makes member liable to expulsion and such failure shall have continued for at least ten days after such notice was given. Any expelled member may be reinstated by a

majority vote of the Board of Directors, or may appeal to and be reinstated by a majority vote of the membership at any annual or special meeting of the members.

- c. Upon the withdrawal, death, cessation of purchase of electric energy, cessation of existence, or expulsion of a member, the membership of such member shall thereupon terminate.
- d. In case of withdrawal or termination of membership in any manner, the Cooperative shall repay to the member the amount of the membership fee paid by him provided, however, that the Cooperative shall deduct from the amount of the membership fee the amount of any debts or obligations owed by the member to the Cooperative.

SECTION 7. EASEMENTS.

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

ARTICLE II MEETING OF MEMBERS

SECTION 1. ANNUAL MEETINGS.

There shall be an annual meeting of the members held each year in July within the Service Area at a location designated by the directors at a time specified by the directors, for the purpose of electing directors, passing upon reports covering the previous fiscal year, and transacting such other business as may come before the meeting. Failure to hold the annual meeting at the designated time shall not work a forfeiture or dissolution of the corporation.

SECTION 2. NOTICE OF ANNUAL MEETING.

Written or printed notices of the annual meeting of members shall be given to each member not less than 10 days before the date of said meeting. Said notice shall state the place, the day and the hour of the meeting; the director posts to be filled and the term of each; and show separately the nominations made by the committee on nominations and the nominations made by written petition, if any, to each post. If said notice is mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the member at the member's address as it appears on the record of the Cooperative with postage thereupon prepaid. The failure of any member to receive notice of an annual meeting shall not invalidate any action which may be taken by the members at any such meeting.

SECTION 3. SPECIAL MEETINGS OF THE MEMBERS.

Special meetings may be called by the majority of the directors or upon written request signed by at least ten percent (10%) of all the members, and within five (5) business days after notification of such action it shall be the duty of the secretary to cause notice of such meeting to be given as hereinafter provided. Special meetings of the members shall be held in the service area as specified by the Board.

SECTION 4. NOTICE OF SPECIAL MEETINGS.

Each member shall be given notice stating the place, day, hour of the meeting, and

the purpose or purposes for which the meeting is called, not less than seven (7) days before the date of the meeting, either personally or by mail. As to amending bylaws, the time notification therein shall prevail. The failure of any member to receive notice of a special meeting shall not invalidate any action which may be taken by the members at such meeting.

SECTION 5. QUORUM.

The presence of 250 members in person or by proxy shall constitute a quorum for the transaction of business at all meetings of the members, provided that at least 100 of such members shall be present in person. In case of a joint membership, the presence of either spouse, or both, shall be regarded as the presence of one member. If less than a quorum is present at any meeting, a majority of those present in person or by proxy may adjourn the meeting from time to time without further notice.

SECTION 6. VOTING AT MEMBERS' MEETINGS.

Each member, , including members receiving retail, wholesale or other contractual service, shall be entitled to one (1) vote upon each matter submitted to a vote at any meeting of the members. Each joint membership shall be entitled to one (1) vote as set forth in Article 1, Section 2, of these bylaws. Voting by members other than members who are natural persons or joint membership, shall be allowed, upon the presentation to the Cooperative, prior to or upon the registration at each member meeting, of satisfactory evidence entitling the person to vote for said entity. If a dispute arises, it shall be up to the member entity to show proof to the Cooperative who is entitled to represent the entity and vote. At all meetings of the members, all questions shall be decided by a majority of the members voting thereon, except as otherwise provided by law, by the Cooperative's Articles of Incorporation, or by these bylaws. As to a joint membership, the vote of either separately or both jointly shall constitute one vote; provided, however, if both are present and in disagreement as to such vote, then each shall cast one-half (1/2) vote.

SECTION 7. ORDER OF BUSINESS AT MEMBERS' ANNUAL MEETING.

The order of business at the Annual Meeting of the members, insofar as possible 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. Citation of facts relative to proof of the publication and/or mailing of the notice of the meeting or the waiver or waivers of notice of the meeting, as the case may be.
- c. Action upon the minutes of the previous meetings of the members.
- d. Presentation and consideration of reports of officers and committees.
- e. Election of Board members.
- f. Other matters of business presented by management.
- g. Adjournment.

The order of business at the Annual Meeting of members and all other meetings will be conducted in accordance with Robert's Rules of Order. Any fifty (50) or more members may add an item of business to the order of business by submitting in writing a petition over their signatures not less than thirty (30) days prior to the Annual Meeting and the secretary shall cause this item to be added to the order of business for the Annual Meeting after "Other Matters of Business Presented by Management." The petition shall specify the item to be added to the order of business, a brief description of such item of business and the name of the member who will be presenting such item of business.

SECTION 8. ORDER OF BUSINESS AT MEMBERS' SPECIAL MEETINGS.

The order of business at special meetings will be restricted to that set forth in the notice of the special meeting.

SECTION 9. CREDENTIALS AND ELECTION COMMITTEE.

The Board of Directors shall at least ten (10) days before the annual meeting appoint a Credentials and Election Committee consisting of five (5) members who are not existing directors or candidates for directors. This Credentials and Election Committee shall serve at the annual meeting and all special meetings until such time as the Board of Directors shall appoint a new Credentials and Elections Committee. The committee shall elect its own chairman and secretary prior to the meeting of the members. The presence of a majority of the members of the Credentials and Election Committee shall constitute a quorum for the transaction of business at all meetings of such committee. It shall be the responsibility of the committee to establish or approve the manner of conducting member registration and any ballot voting, 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 any conduct affecting the results of any election. In the event a protest or objection is filed concerning any election, such protest or objection 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 protesters or objectors 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 less than thirty (30) days after such hearing, render its decision which may either be 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 matters covered by this section shall be final. No person who is a close relative of an officer, director or employee of the Cooperative shall be qualified to serve as a member of this committee.

SECTION 10. PROXIES.

At all meetings of members, a member may vote by proxy executed in writing by the member. Such proxy shall be filed with the Secretary of the Cooperative before or at the time of the meeting. No proxy shall be voted at any meeting of the members unless it shall designate the particular meeting at which it is to be voted, and no proxy shall be voted at any meeting other than the one so designated or any adjournment of such meeting. No person shall vote as proxy for more than three members at any meeting of the members and no proxy shall be valid after sixty days from the date of its execution. The presence of a member at a meeting of the members shall revoke any and all proxies heretofore executed by him and such member shall be entitled to vote at such meeting in the same manner and with the same effect as if he had not executed a proxy.

**ARTICLE III
DIRECTORS**

SECTION 1. GENERAL POWERS OF DIRECTORS.

The business and affairs of the Cooperative shall be managed by a Board of

Directors which shall exercise all of the powers of the Cooperative except such as are by law or by the articles of incorporation of the Cooperative or by these bylaws conferred upon or reserved to the members.

SECTION 2. NUMBER AND DISTRICTS OF DIRECTORS.

There shall be eleven (11) directors. Each director shall be a resident of the district represented; however, the voting for directors shall be by all members of the Cooperative. The directors shall be districted and shall reside in their districts as follows:

- District 1: Newton, Walton, Morgan and Jasper counties; three (3) directors.
- District 2: Rockdale County; three (3) directors.
- District 3: DeKalb County; two (2) directors.
- District 4: Henry and Butts counties; three (3) directors.

SECTION 3. TENURE.

Directors shall be so nominated and elected that one-third (1/3) of their number, or as nearly thereto as possible, shall be elected for a three-year term at each annual meeting of the members. Upon their election, directors shall, subject to the provisions of these bylaws with respect to the removal of directors, serve 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 substantially held special meeting or at 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 until the next members meeting at which a quorum is present. Beginning in 1993, the directors of the Cooperative shall be divided into three classes, two consisting of four (4) members and one consisting of three (3) members. The first class shall consist of one (1) Director from District 1, one (1) Director from District 2, one (1) Director from District 3, and one (1) Director from District 4. The second class shall consist of one (1) Director from District 1, one (1) Director from District 2, one (1) Director from District 3 and one (1) Director from District 4. The third class shall consist of one (1) Director from District 1, one (1) Director from District 2 and one (1) Director from District 4. Beginning with the annual meeting of 1993, Class Number 1 consisting of four (4) Directors shall be elected and qualified. At the annual meeting of 1994, Class Number 2 consisting of four (4) directors shall be elected and qualified. At the annual meeting of 1995, Class Number 3 consisting of three (3) directors shall be elected and qualified. Each class shall serve for a term of three (3) years as set forth above.

SECTION 4. NOMINATING COMMITTEE.

It shall be the duty of the Board of Directors to appoint, not less than thirty (30) days before the date of a meeting of the members at which directors are to be elected, a committee on nominations consisting of not less than five (5) and no more than eleven (11) members who shall be selected so as to give equitable representation on the committee to the consumers served by the Cooperative. No officer or member of the Board of Directors or employee or close relative of officer, member, or employee shall be appointed a member of such committee. The committee shall prepare and post at the principal office of the Cooperative at least twenty (20) days before the meeting a list of nominations for directors. Any fifty (50) or more members may make other nominations for directors in writing over their signatures not less than thirty (30) days prior to the meeting and the secretary shall cause these nominations to be posted at the same place where the list of nominations made by the committee is posted. Those

persons nominated by petition shall be placed on the ballot along with those persons nominated by the nominating committee. The secretary shall give notice to the members of the number of directors to be elected in their respective posts and shall show separately the nominations made by the committee on nominations and the nominations by petition, if any. There shall be no additional nominations from the floor by a member at the meeting of members. The members may, at any meeting in which a director or directors shall be removed as herein provided, elect a successor or successors thereto without compliance with the foregoing provisions with respect to nominations of notice. Notwithstanding anything contained in this section, failure to comply with any of the provisions of this section shall not effect in any manner whatsoever the validity of any election of the directors.

SECTION 5. QUALIFICATIONS FOR DIRECTORS.

No member shall be eligible to become or remain a director or to hold any position of trust in the Cooperative who is not a bona fide resident in the area served by the Cooperative or who is, in any way, employed or financially interested in a competing enterprise of a business selling electric energy or supplies to this Cooperative. No person shall take or hold office as a director who is the incumbent of or a candidate for an elective public office in connection with which any remuneration is received either as a salary, fee per diem, or reimbursement for services in any form. No person shall take or hold office as a director who has been an employee of the Cooperative within three (3) years of the date of the annual meeting at which said directorship is to be voted on. No member shall be eligible to become a director who is a close relative of any employee of the Cooperative. When a membership is held jointly by a spouse, either one, but not both, may be elected a director provided, however, that neither shall be eligible to become or remain a director or hold a position of trust in the Cooperative until both shall meet the qualifications herein above set forth.

SECTION 6. ELECTION.

At each annual meeting of the members, directors shall be elected by secret ballot by the members and from among those who are natural persons. Provided, however, when the number of nominees does not exceed the number of directors to be elected from a particular district and, if there are no objections, balloting may be dispensed with in respect to that particular election and voting may be conducted in any other proper manner. Directors shall, unless members determine otherwise in advance of the balloting, be elected by a plurality vote of the members. Drawing by lot shall resolve, when necessary, any tie votes.

SECTION 7. REMOVAL OF DIRECTORS.

Any member may bring charges against an officer or director for malfeasance or nonfeasance in office by filing them in writing with the secretary, together with a petition signed by ten percent (10%) of the members, requesting the removal of the officer or director in question. The removal shall be voted on at the next regular or special meeting of the members and any vacancy created by such removal shall be filled by the members at such meeting, notwithstanding provisions of Section 8 of this article. The director or officer against whom such charges have been brought shall be informed in writing of the charges at least ten (10) days prior to the meeting and shall have an opportunity at the meeting to be heard in person or be represented by counsel, and have the right to present evidence and cross-examine witnesses. The person or persons making the accusation shall be present at the meeting, have the right to present evidence and cross-examine witnesses, and be subject to cross-examination by the accused.

SECTION 8. VACANCIES.

Vacancies occurring in the Board of Directors between annual meetings of the members of the Cooperative shall be filled by a majority vote of the remaining directors. Directors thus elected shall serve until the next annual meeting of the members or until their successors shall have been elected and shall have qualified.

SECTION 9. COMPENSATION.

Directors as such shall not receive any salary for their services. Directors may, at the expense of the Cooperative, upon resolution of the Board of Directors, participate in the group medical, dental or life insurance coverage offered by the Cooperative. Directors may, upon resolution of the Board of Directors, receive a per diem or fixed fee for attendance at Board of Directors' meetings or any other event, seminar, or function attended on behalf of and for the benefit of the Cooperative. Upon resolution of the Board of Directors, Directors may also be reimbursed expenses of attendance at any such events, seminars or functions (travel, tuition, or otherwise). Except in emergencies, no director shall be employed by the Cooperative in any other capacity for which remuneration will be paid, unless such employment for remuneration has been specifically authorized by a vote of the members of the Cooperative. The Board of Directors may adopt rules pertaining to per diem, fixed fees, or expense reimbursement, provided that such rules are consistent with this Section 9.

SECTION 10. RULES AND REGULATIONS.

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

SECTION 11. RETIRED DIRECTOR AND EMERITUS DIRECTOR.

When a Director who has been elected by the members of the cooperative has reached the age of seventy (70) or has served the cooperative continuously as a Director for twenty-one (21) years, the Director may retire and, upon approval of the Board of Directors, be placed on an inactive status and given the title of "Emeritus Director".

The title of "Emeritus Director" shall be for the retired Director's life or until such time as the Board of Directors may determine that the title may be discontinued by 2/3 majority vote of the Board of Directors. Such "Emeritus Director" shall receive a per diem and/or mileage when given specific assignments by the Board of Directors, and in such cases, the "Emeritus Director" shall receive a per diem and mileage in an amount to be determined by the Board of Directors.

The "Emeritus Director" shall attend the meetings of the Board of Directors as requested by the Board of Directors. The "Emeritus Director" shall have no vote on any matters pending before the Board of Directors.

The creation of the title "Emeritus Director" shall be for and in recognition of long and meritorious services rendered by the "Emeritus Director" to the members of the cooperative while serving as a member of the Board of Directors of said cooperative.

The cooperative shall pay the director portion of medical insurance provided by the cooperative for any retired Director, until such time as a retired Director qualifies for Medicare coverage, whether or not a retired Director has been given the title of "Emeritus Director." After such time as the retired Director qualified for Medicare coverage, the cooperative shall not pay any portion of medical insurance for such Director. A retired Director who has qualified for Medicare, however, may continue

participation in the insurance program of the cooperative at his or her expense.

The cooperative shall not pay any portion of medical insurance for a Director who has been defeated for re-election prior to twenty-one years of service, and such Director shall only be eligible to continue any such insurance coverage by complying with the provisions for continuation of coverage under applicable State and Federal laws.

SECTION 12. LIABILITY.

The Directors shall not be personally liable for monetary damages for breach of duty of care except for liability for (1) any appropriation of a business opportunity of the corporation, (2) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, or (3) any transaction from which the Director derives an improper personal benefit.

ARTICLE IV MEETINGS OF DIRECTORS

SECTION 1. REGULAR MEETINGS.

A regular meeting of the Board of Directors shall be held without notice, other than this bylaw, immediately after and at the same place as the annual meeting of the members. A regular meeting of the Board or Directors shall also be held monthly at such time as the Board of Directors may provide by Resolution. Such regular monthly meetings may be held without notice other than such Resolution fixing the time and place thereof.

SECTION 2. SPECIAL MEETINGS.

Special meetings of the Board of Directors may be called by the president or any two (2) directors. The person or persons authorized to call special meetings of the Board of Directors may fix the time and place for the holding of any special meeting of the Board of Directors called by them.

SECTION 3. NOTICE.

Notice of the time, place and purpose of any special meeting shall be given at least two (2) days previous thereto, by written notice, delivered personally or mailed, to each director at his last known address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting shall not have been lawfully called or convened.

SECTION 4. QUORUM.

A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, provided that, if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

SECTION 5. MANNER OF ACTING.

The act of a majority of the directors present and voting on a matter at a regularly or properly called meeting at which a quorum is present shall be the act of the Board of Directors. Meetings of the Board of Directors and transactions of business shall be governed by Robert's Rules of Order, as may be revised from time to time.

ARTICLE V OFFICERS

SECTION 1. NUMBER.

The officers of the Cooperative shall be Chairman, Vice Chairman, Secretary, Treasurer and Assistant Secretary/Treasurer. The offices of Secretary and Treasurer may be held by the same person.

SECTION 2. ELECTION AND TERM OF OFFICE.

The officers of the Cooperative shall be elected by ballot annually by and from the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until the first meeting of the Board of Directors following the next annual meeting of the members or until his or her successor shall have been elected and qualified.

SECTION 3. REMOVAL.

Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interest of the Cooperative would be served thereby.

SECTION 4. VACANCIES.

A vacancy in any office may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. CHAIRMAN.

The Chairman:

- a. shall be the principal executive officer of the Cooperative and shall preside at all meetings of the members and of the Board of Directors;
- b. may sign, with the Secretary, or any other proper officer of the Cooperative authorized by the Board of Directors to do so, any deeds, mortgages, bonds, contracts or other instruments authorized by the Board of Directors to be executed, except in cases which the signing and execution thereof shall be expressly delegated by the Board of Directors or these bylaws to some other officer or agent of the Cooperative, or shall be required by law to be otherwise executed; and
- c. in general shall 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. 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 or her by the Board of Directors.

SECTION 7. SECRETARY.

The Secretary shall be responsible for:

- a. keeping the minutes of the meetings of the members and of the Board of Directors in books provided for that purpose;
- b. seeing that all notices are duly given in accordance with these bylaws or as required by law;
- c. the safekeeping of the corporate books and records and the seal of the

- Cooperative and affixing the seal of the Cooperative to all documents, the execution of which on behalf of the Cooperative under its seal is duly authorized in accordance with the provisions of these bylaws;
- d. keeping a register of the names and post office addresses of all members;
 - e. keeping on file at all times a complete copy of the articles of incorporation and bylaws of the Cooperative containing all 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 of all amendments thereto to any member upon request; and
 - f. in general performing all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the Board of Directors.

The tasks necessary to perform the duties of the Secretary may be performed by authorized employees of the Cooperative upon resolution of the Board of Directors, provided that the Secretary shall, at all times, oversee such performance.

SECTION 8. TREASURER.

The Treasurer shall be responsible for:

- a. custody of all funds and securities of the Cooperative;
- b. the receipt of and the issuance of receipts for all monies due and payable to the Cooperative and for the deposit of all monies in the name of the Cooperative in such bank or banks as shall be selected in accordance with the provisions of these bylaws; and
- c. the general performance of all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the Board of Directors.

The tasks necessary to perform the duties of the Treasurer may be performed by authorized employees of the Cooperative upon resolution of the Board of Directors, provided that the Secretary shall, at all times, oversee such performance.

SECTION 9. ASSISTANT SECRETARY/TREASURER.

The Assistant Secretary/Treasurer shall have all the powers, duties and responsibilities of the Secretary and/or Treasurer and shall perform all of the duties of the Secretary and/or Treasurer upon the absence at any meeting of the Secretary and/or Treasurer, for any cause, or any time the Secretary and/or Treasurer is incapacitated from carrying out the duties of his or her office. The Assistant Secretary/Treasurer shall act as Secretary and/or Treasurer at any and all other times when action of the Secretary and/or Treasurer is required when the Secretary and/or Treasurer is unable to act due to any cause.

Incapacity to act by the Secretary and/or Treasurer shall be his or her absence from a regular or special meeting, and at any other time the President may designate the Secretary and/or Treasurer to be incapacitated.

SECTION 10. OTHER OFFICERS.

The Board of Directors may appoint such other and additional officers as the Board of Directors deems necessary from time to time, who shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. Such officers may, but shall not be required to be, a member of the Cooperative.

SECTION 11. BONDS OF OFFICERS.

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

SECTION 12. COMPENSATION OF OFFICERS.

The powers, duties and compensation of officers, agents and employees shall be fixed by the Board of Directors.

**ARTICLE VI
FINANCIAL TRANSACTIONS**

SECTION 1. FISCAL YEAR.

The fiscal year of the Cooperative shall begin on the first day of January of each year and shall end on the thirty-first day of December of the same year.

SECTION 2. ACCOUNTING SYSTEM AND REPORTS.

The Board of Directors shall cause to be established and maintained a complete accounting system, subject to the applicable laws, rules and regulations of any regulatory body. Within one hundred and twenty (120) days after the close of each fiscal year, the Board of Directors shall also obtain a full and complete audit of the accounts, books, and financial condition of the Cooperative by independent certified public accountants. A report of such audit shall be submitted to the members at the next following annual meeting.

SECTION 3. DEPOSITS.

All funds except petty cash of the Cooperative shall be deposited from time to time to the credit of the Cooperative in such bank or banks as the Board of Directors may select.

SECTION 4. CONTRACTS.

Except as otherwise provided in these bylaws, the Board of Directors may authorize any officer or officers, agent or agents, 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 5. 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 and/or counter signed by such officer or officers, agent or agents, employee or employees of the Cooperative and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 6. CHANGE IN ELECTRIC RATES.

Change in the Cooperative's electric rates will be determined by the Board of Directors and implemented, at their discretion, thereas.

SECTION 7. NON-LIABILITY FOR DEBTS OF THE COOPERATIVE.

The private property of the members shall be exempt from execution or other liability for the debts of the Cooperative and no member shall be liable or responsible for any debts or liabilities of the Cooperative.

**ARTICLE VII
PATRONAGE CAPITAL**

SECTION 1. NON-PROFIT OPERATION.

The Cooperative shall at all times be operated on a cooperative non-profit basis for the mutual benefit of its members.

SECTION 2. PATRONAGE CAPITAL IN CONNECTION WITH FURNISHING ELECTRIC ENERGY – RECEIPT.

In the furnishing of electric energy the Cooperative’s operation shall be so conducted that: (a) all retail members will, through their patronage, furnish capital for the Cooperative; and (b) in the furnishing of electric energy to the Cooperative’s wholesale and other contractual members, rates shall be set to recover the cost of service. The Board of Directors shall periodically review these rates to ensure that in accordance with the contract the cost of service is being collected. 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 members 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 cost and expenses at the moment of receipt by the Cooperative are received with the understanding that they are furnished by the members as capital. No interest or dividend shall be paid or be payable by the Cooperative on any capital furnished by its members. All patronage capital shall be determined on the basis of federal income tax reporting.

SECTION 3. PATRONAGE CAPITAL – ACCOUNTS.

The Cooperative shall allocate credits to a capital account for each member all such amounts in excess of operating cost and expense. The books and records of the Cooperative shall be set up and kept in such a manner that at the end of each fiscal year the amount of capital, if any, so furnished by each member is clearly reflected and credited in an appropriate record to the capital account of each member. The Cooperative shall provide each member a written notice of allocation as to the exact amount patronage capital credited to him within 8 ½ month (i.e., September 15th) following the close of the fiscal year.

SECTION 4. PATRONAGE CAPITAL – STATUS AS SUCH.

All such amounts credited to the capital account of any member shall have the same status as though they had been paid to the member in cash in pursuance of a legal obligation to do so and the member had then furnished the Cooperative corresponding amounts of capital.

SECTION 5. PATRONAGE CAPITAL – ALLOCATION.

All other amounts received by the Cooperative from its operation in excess of costs and expenses shall, insofar as permitted by law, be:

- a. used to offset any losses incurred during the current or any prior fiscal year, if applicable; and, then,
- b. allocated to its members based on each member’s purchases from the Cooperative;

or, at the discretion of the Board of Directors, notwithstanding any other provision of these Bylaws to the contrary, allocated for an individual member or class of members based upon margins contributed for that member or class. Any amount so allocated shall be included as part of the capital credited to the accounts of the members as herein provided.

SECTION 6. PATRONAGE CAPITAL FROM OTHER ORGANIZATIONS.

Notwithstanding any other provision of these Bylaws, the Board shall have the power to adopt rules providing for the separate accounting for and procedure for the retirement of such other amounts of capital credited to the accounts of members, which correspond to capital credited to the account of the Cooperative by other organizations in which the Cooperative is a member. Such rules shall, among other things:

- a. establish a method for determining portions of such capital credited to each of the Cooperative's members for each applicable fiscal year.
- b. provide for the separate identification thereof for each member on the Cooperative books.
- c. provide for appropriate notification thereof to members.
- d. preclude a general or special retirement thereof prior to actual receipt of such capital by the Cooperative.

SECTION 7. PATRONAGE CAPITAL – DISSOLUTION.

In the event of dissolution or liquidation of the Cooperative, to the extent that sufficient assets are available:

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

SECTION 8. PATRONAGE CAPITAL – DISTRIBUTION PRIOR TO DISSOLUTION.

If at any time prior to dissolution or liquidation the Board of Directors shall determine that the financial condition of the Cooperative will not be impaired thereby, the capital then credited to members' accounts may be retired in full or in part. The Board of Directors shall determine the method, amount, basis, priority and order of retirement, if any, for all amounts heretofore and hereafter furnished as capital.

SECTION 9. PATRONAGE CAPITAL – DISTRIBUTION TO ESTATES OR REPRESENTATIVES OF DECEASED MEMBERS.

Notwithstanding any other provision of these Bylaws, the Board of Directors, at its discretion, shall have the power, upon the death of any natural member, if the legal representatives of his estate shall request in writing that the capital credited to any such member be retired prior to the time such capital would otherwise be retired under the provisions of these Bylaws, to retire capital credited to any such member at a net present value of such capital, determined by the Cooperative, immediately upon such terms and conditions as the Board of Directors, acting under policies of general application, and the legal representatives of such member's estate shall agree upon; provided, however, that the financial conditions of the Cooperative will not be impaired thereby.

SECTION 10. PATRONAGE CAPITAL – ASSIGNMENT.

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 successors in interest or successors in occupancy in all or part of such member’s premises served by the Cooperative unless the Board of Directors acting under policies of general application shall determine otherwise.

SECTION 11. PATRONAGE CAPITAL – RIGHT OF SETOFF.

If a member should terminate his or her membership in the Cooperative, either voluntarily or if said membership is terminated by action of the Board of Directors or by the members at a membership meeting, and at the time of such termination the member is indebted to the Cooperative for non-payment of any debt or obligation, which may include electric service, penalties, and/or other fees and services rendered plus interest at the highest legal rate allowed as provided for in the policies of the Cooperative, the Cooperative may, at the time of the retirement of said capital credit, charge the same to the capital credit account of the member and debit the member’s capital credit account in the amount and credit the same to the member’s delinquent and unpaid account.

SECTION 12. PATRONAGE CAPITAL RETIRED/DORMANT ACCOUNTS.

When capital credited to a member’s/customer’s account is retired by action of the Board of Directors as authorized in Article VII, Section 8, and the payment of the retired capital cannot be accomplished because the member/customer does not present it for payment or the check is returned by the Postal Department because the payee cannot be located, the same shall be disposed of as follows:

- a. placed in a deferred credit account on the books of the Cooperative until such time the capital credited is claimed by the person or estate entitled thereto, then paid to the original payee or his estate, less expenses incurred by the Cooperative to maintain records relating to such accounts; or,
- b. if such capital credited to the member’s account is not claimed by the person entitled thereto, such capital, less expenses incurred by the Cooperative to maintain the records relating to such account, shall be utilized in accordance with the laws of the State of Georgia.

Tender of capital credit refunds shall be presumed to be accomplished when a check of the Cooperative is properly mailed to the member/customer at his last known address recorded on the books of the Cooperative. The Board of Directors is vested with wide discretion in the administration of this Section.

SECTION 13. PATRONAGE CAPITAL CONTRACT WITH MEMBER.

The members 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 member, and both Cooperative and the members are bound by such contract as fully as though each member had individually signed a separate instrument containing such terms and provisions. The provisions of this Article of the Bylaws shall be called to the attention of each member of the Cooperative by posting in a conspicuous place in the Cooperative’s office.

**ARTICLE VIII
WAIVER OF NOTICE**

Whenever any notice whatever is required to be given under the provisions of these bylaws or under the provisions of the Articles of Incorporation or under the provisions of the Electric Membership Corporation Act of the State of Georgia, waiver thereof in writing,

signed by the person or persons entitled to such notice, shall be deemed equivalent to the giving of such notice.

ARTICLE IX SEAL

The corporate seal of the Cooperative shall be in the form of a circle and shall have inscribed the name of the Cooperative and the words “Incorporated, Georgia, 1936, Seal.”

ARTICLE X DISPOSITION OF PROPERTY AFTER DISSOLUTION AND TAKEOVER AND SELL-OUT OFFERS

SECTION 1. NO TAKEOVER/SELL-OUT OFFERS.

No takeover and/or sell-out offer will be presented to the members for a vote until after compliance with the policy, to be adopted by the Board of Directors for any such eventuality. Any takeover and/or sell-out proposal shall be approved by two-thirds (2/3) of all of the members of the cooperative.

ARTICLE XI AMENDING BYLAWS

The Board of Directors may amend, alter or repeal the bylaws, except those bylaws affecting election of the Board of Directors and the calling of the regular and special meetings of the members of the Cooperative, by an affirmative vote of not less than two-thirds (2/3) of the members of the Board of Directors at any regular meeting, provided notice of such meeting shall have contained a copy of the proposed changes. Those bylaws affecting the election of the Board of Directors or the calling of regular and special meetings of the members of the Cooperative may be altered, amended, or repealed by a majority vote of those present at an annual meeting or special meeting provided the members have had at least ten (10) days’ notice of the proposed change prior to the meeting.

ARTICLE XII INDEMNIFICATION

The Board of Directors 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.