

SERVICE RULES & REGULATIONS

Revised December 21, 2021

AND

BYLAWS

Revised September 28, 2021

Service Rules & Regulations

Flint Electric Membership Corporation *Revised 6/22/21*

Introduction

These ***Service Rules & Regulations (Rules & Regulations)*** apply to each Member. The ***Rules & Regulations*** and ***Bylaws*** are part of each electric service application/contract with Flint Electric Membership Corporation (d/b/a Flint Energies) (hereinafter called the "Co-op"), unless modified by special terms written therein, and govern all classes of service.

The Co-op's rates, ***Rules & Regulations*** and ***Bylaws*** are on file at each administrative office and accessible online at www.flintenergies.com. These documents are open for inspection by Members.

The Board of Directors, whom you elect, revise, amend, supplement or otherwise change the ***Rules & Regulations*** to meet the Co-op's requirements.

100 ELECTRIC SERVICE AVAILABILITY

101 MEMBERSHIP APPLICATIONS

Any person, firm, association, corporation or body politic or subdivision thereof will become a Member of Co-op upon application and upon receipt of electric service from Co-op.

Application must be made by telephone, internet, or in any Co-op office or with a duly authorized agent prior to the connection of service.

Members applying for new service by phone or Internet shall have a Membership application completed for them by an authorized representative.

In the Membership application, applicant shall agree to the following:

a) Comply with and be bound by Articles of Incorporation, Bylaws, Rules & Regulations, fee and rate schedules established pursuant thereto;

b) Purchase electric energy from Co-op as hereinafter specified and, when service becomes available, pay for same monthly at applicable rate or, in the event of a written service contract, pay minimum set forth in said contract;

c) Grant easements as may be required to serve applicant; and

d) Grant right of safe access to said premises as required to service account.

For the protection of Members and Co-op, you may be asked to provide information to prove identity. Service may be delayed or stopped if there is a probability of questionable identity.

101.1 Membership Fees and Security Deposits

a) The Co-op membership fee, which includes transfer of meter base ownership, will be in the amount of $15 plus a $15 account set up fee. Additional services in the same name will not have to pay an additional membership fee.

b) For residential, the service security standard deposit will be $250 with the option of having it waived by running a credit check. A Member that incurs two disconnects for non-payment within thirteen months will have their deposit increased to the greater of $500 or two times the average bill. Members will also be required to provide a security deposit up to the standard amount, if not previously provided by the Member, following two returned checks or one disconnection for non-payment. Co-op management may review the payment history of the account and make exceptions involving deposits for first time disconnection for non-payment.

c) Any Robins Air Force Base service member who signs a waiver of deposit with the Civil Engineer Housing (CEH) office may have the standard security deposit waived in accordance with the memorandum of understanding between the 78th Air Base Group, Robins Air Force Base & Co-op for residential service. A copy of the waiver of deposit for military personnel is available at Co-op offices.

   The service member will submit a signed waiver of deposit form when applying for residential service. The service member will be required to meet and fulfill all other requirements set forth in guidelines for Member service that deals with other facets of the membership fee or security deposit. The waiver of deposit becomes void if the service member becomes delinquent and the meter is disconnected. At such time, the service member will be required to pay a security deposit in addition to the appropriate reconnect fee before the meter is reconnected.

   The final bill of any service member who opted for the waiver of deposit and leaves an outstanding debt will be turned over to collections, as well as, given to the CEH office for handling.

d) Second accounts in the Member's name may have the deposit waived if a good credit record has been established and maintained. The name and address for additional service connections shall be the same as that on the

original application with the exception that “utility building”, “pump”, or other clarifying designation may be added to the mailing address.

e) Non-residential accounts will be considered on an individual basis in establishing deposit amounts. Business or commercial account deposits shall be based on an estimated two month’s bill or, as appropriate, the option of an estimated one month’s bill with receipt of a valid personal guaranty for applicable business entity (i.e. sole proprietorship, partnership, LLC, etc.). Such deposits may be modified upon approval by a member of senior management. The non-residential, business or commercial account deposit may be increased or decreased following no less than twelve months and evaluation of actual electric usage and the then-current electric rates. Deposit and/or guaranty requirements may be increased due to adverse payment history or other information indicating reduced creditworthiness.

f) Covenant street lighting requires a security deposit of $50 per light.

g) For residential accounts, a deposit refund will be automatically applied to the Member’s account after three years from date received, provided the account shows no delinquent or cutoff notices and no returned checks during the last 15 months. This policy does not apply to non-residential, business or commercial accounts.

h) Upon termination of electric service, the membership fee and deposit will be refunded or applied against any unpaid debts or obligations owed Co-op.

When a Member’s service is disconnected due to fire, disaster, or act of God, and his/her membership fee and security deposit is applied or refunded, he/she will have the option of having service restored by putting up a new membership fee and security deposit equal to the amount previously held, provided the service is reconnected within a six month period.

101.2 Joint Membership (*Bylaws Article I, Section 2*)

A husband and wife or married persons in a legally recognized documented relationship, occupying the same location where the Co-op provides service, may apply for a joint membership, and subject to their compliance with requirements set forth in Article I, Section 2 of the Bylaws, may be accepted for such membership. The term “Member” as used in the Bylaws shall be deemed to include a joint membership and any provisions relating to rights and liabilities of membership shall apply equally with respect to holders of a joint membership. Without limiting the generality of the foregoing, the effect of the hereinafter

specified actions by or in respect of the holders of a joint membership shall be as follows:

a) Presence at a meeting of either one or both is regarded as presence of one Member and constitutes a joint waiver of meeting notice.

b) The vote of either separately or both jointly shall constitute one vote.

c) A waiver of notice signed by either or both constitutes a joint waiver.

d) Notice to either shall constitute notice to both.

e) Expulsion of either shall terminate the joint membership.

f) Withdrawal of either shall terminate the joint membership. If one joint Member remains qualified to be a Member and continues to use Co-op service at the same location, then the joint membership converts to a membership comprised of this person and all Capital Credits allocated to the same location shall convert to the name of the remaining Member with relinquishing party's signature. The withdrawing person must comply with membership procedures to begin taking Co-op service at another location.

g) Upon death of either joint Member who is a party to the joint membership, such membership may 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. Alternatively, if a joint membership is terminated due to death of one of the parties to the membership, then the surviving Member may establish a new Member account and the Capital Credits of the joint account are available for retirement.

h) Either, but not both, may be elected or appointed as an officer or board Member, provided that both meet the qualifications for such office.

i) Changes in service may require a signature by both parties.

101.3 Member List

Co-op will not release a listing of names and addresses of the Members or any account information to anyone without the approval of the Board of Directors.

101.4 Additional Service Extension

If already a Member and desiring an additional service connection, an application for electric service shall be completed by visiting or calling a Co-op

office, or completing an online form from website (www.flintenergies.com). A service security deposit may be required.

101.5 No Interest on Service Security Deposit

Since Co-op Members are owners of Co-op, no interest will be payable on service security deposits except as may be required by state/federal laws.

101.6 Service Security Deposit Not Transferable

Service security deposits are **not** transferable except as would be recognized in a court of law and consistent with ***Bylaw, Article I, Section 3***.

101.7 Applicant's Prior Debts to Co-Op

Co-op shall not be required to furnish service to an applicant who, at time of such application, is indebted to Co-op for an undisputed bill for service previously furnished applicant or applicant's business until such indebtedness has been satisfied.

101.8 Fees for Service

Co-op will set fees as set forth in the most recently adopted Fee Schedule as provided in "Attachment A."

101.9 Automated Telephone Notifications

Co-op may employ an automated telephone notification system to provide informational notices, in the form of voice reminders or SMS text messages, to Members who are scheduled for service expiration or disconnection due to non-payment. Co-op may also at times use this automated system to deliver emergency or safety-related messages and notifications, but will not use this system for marketing purposes. The automated system uses the telephone number associated with the Member's account as provided by the Member upon application for Membership or updated from time to time. The listed telephone number is also used to look up Member location when Member reports a power outage or emergency through Co-op's automated outage reporting system. It is the Members' responsibility to keep Co-op updated on any telephone number changes. Current telephone contact information is vital to outage restoration and quality Member service.

Co-op will not use Member-provided telephone numbers for marketing solicitations, nor will it provide telephone numbers to any third party except as

permitted by the Bylaws or where otherwise required by law. Member may request to discontinue automated notifications at any time.

102 MEMBERS REQUIRING LIFE SUPPORT

A household occupied by a Member or Member's dependent who must rely upon electrically powered equipment to sustain life should notify the Co-op of their condition by submitting an "Application for Placement on Life Support List and for Medical Alert Seal." The Application allows the Co-op to verify, in accordance with privacy laws, the life support condition with the medical provider. Upon approval of the Application, the Member's location will be identified on a Life Support List and a medical alert seal will be attached to the electric meter. It must be noted that neither the Life Support List, nor the medical alert seal, offer the Member any assurance of continuous electric service, priority power restoration or relief from the obligation to make timely payments for electric services. In the event of a planned power outage, the Co-op will make all reasonable efforts to notify the Member. A Member who chooses the Pay Your Way prepaid service may not apply for the life support list or medical alert seal.

103 PREPAID METERING ACCOUNTS

Members opting into the prepaid metering program, in addition to the Co-op's standard rules and regulations in this document, will be held accountable to the prepaid metering terms set below:

Applicability/Availability: Flint Energies prepaid metering program ("Pay Your Way") is available to all single phase, non-demand residential Members that have 200 amp service. Life Support and Medical Alert accounts are not eligible for prepaid service.

New Members: New Members opting in to prepay metering will be required to complete a Membership application if an application is not currently on file. A Membership fee of $15.00, an account setup fee of $15.00, and minimum of $50.00 for daily usage ($80.00 minimum total) is required for initial service. Prepaid accounts will be charged a standard residential energy and monthly service charges.

Existing Members: Existing Members opting to convert their account to prepaid will have any existing deposits applied to account balances or to their prepay account. Members must pay in full all pre-existing fees and unbilled energy or select to participate in the debt management program before an

account can be converted from postpaid to prepay. The new prepay account must have a minimum balance of $50 for daily usage.

Debt Recovery: Existing Members with account balances can use the debt management program. For each payment that is made on the prepaid account a portion will go towards the outstanding account balance. If debt recovery is utilized, 25% of each recharge (payment) will be applied to the debt until the balance is eliminated. In extraordinary circumstances, the Board of Directors may authorize a temporary modification to the percentage of payments applied to debt recovery for a specified duration and percentage, applicable to all prepaid accounts. Debt recovery will not be applied to the initial $50 minimum balance.

Payments: Payments can be made: (1) At Co-op offices during normal business hours; (2) 24-hours-a-day via credit card or debit card through the automated call system at 800-342-3616; (3) Online with credit card, debit card and check at www.flintenergies.com; and (4) At a PaySite™ kiosk located in retail stores throughout the service territory.

Bill Viewing and Bill Calculation: The Co-op will provide a service so Members can view their daily usage, receive notifications, and make smaller payments as often as desired. The prepaid account will be calculated daily with daily adjustments of all charges and fees deducted from the prepaid credit balance.

Billing: Prepaid accounts do not receive paper statements. Prepay accounts are not eligible for e-bills. Daily prepaid account history (usage, charges and payments) will be available by phone or via the internet at https://ebill.flintemc.com/oscp/. The website will also allow Members to modify notification settings. Members are solely responsible for managing and updating the notification settings on your prepaid account(s). All low balance and service expiration notices will be sent in the manner the Member selects their account. Failure to maintain notification settings may result in disconnection without further notice. Notifications can be sent via email, text, or push notifications.

Disconnection and Minimum Payments for Reconnection: A prepaid account will be subject to automated mechanical disconnection any time your account does not have a credit balance. Any returned checks or other fees on the account will be charged to the Member's account immediately. If this causes the credit balance to be exhausted, service will be subject to expiration and disconnection. To restore service, you must recharge your account to a minimum of $20.

Payment Arrangements: Prepaid accounts are not eligible for payment arrangements.

If an account service expires and does not become active after seven (7) days, the account will be considered inactive and Co-op will mail a final bill to the last known address on file.

Termination of Service and Final Billing: Service terminated at the request of the Member will receive a refund of any remaining credit on the account after all final bill amounts have been calculated.

Conversion to Post-paid Service: Members may elect to convert the account from prepay to post-paid service at any time, although Member will be required to pay all account balances and may be subject to required deposits. **If ever in conflict with the general Service Rules and Regulations**, the Terms of Service included in the Pay-Your-Way application will apply.

SAFETY NOTICE: Member will be responsible for safety of persons and property when service expires due to non-payment or when service is re-established by payment or other means.

103 PREPAID METERING ACCOUNTS – NOTIFICATIONS BY TEXT

Text Messages: Members may elect to receive balance information by text notifications on their mobile phone by configuring this service in the Member Portal. By configuring the text notification service, Members expressly agree to receive these information-only text messages. Co-op will not use Member-provided telephone numbers for marketing solicitation nor will it provide telephone numbers to any other party except as permitted by the Bylaws or where otherwise required by law.

200 GENERAL EXTENSION POLICIES

201 LINE EXTENSIONS

Co-op will design and install electric distribution facilities to meet the needs of our Members. Co-op shall extend lines to the Member's point of service from the Co-op's closest existing electrical facilities. Reasonable requests from Members, developers and builders in routing lines will be accommodated to achieve Member satisfaction. In an effort to install lines and equipment in an efficient manner, guidelines will be followed regarding length of line extension and associated costs borne by the individual or business requesting service. In all cases, the point of service to buildings shall be the side of the structure closest to Co-op's transformer. Should the Member desire the point of service be located

on any other side of the building, the Member shall pay the difference in cost for placement or relocation of the electrical facilities. Meter bases shall not be installed on the back side of homes. In cases where the Member, developer, builder, etc. request that the electrical facilities be extended from locations other than the closest electrical lines or routed in a manner that isn't efficient for the Co-op, the party making the request shall pay the difference in cost between the normal location of facilities and the location requested. The Member is obligated to provide Co-op safe access to any facility.

202 OVERHEAD EXTENSIONS

202.1 Permanent Services

Overhead line extensions will be made to permanent residential homes (mobile homes or stick built) free of charge where the primary and secondary line required to serve the home is no more than 700 feet. For extensions over 700 feet, the Member will pay the cost of construction for all line over 700 feet before construction begins. This cost may be paid in advance or financed through Co-op at Co-op's financing rate. This finance charge will be in addition to energy costs. Members that request a line extended prior to the residence being built (example-well) shall pay the carrying cost on the first 700 feet of line until such time the permanent residence is constructed. This carrying cost shall be in addition to the monthly energy bill.

Length of overhead line built to commercial Members will be based on the estimated revenue less the carrying cost of the installed facilities. Commercial and industrial Members shall pay all aid to construction costs prior to the start of construction.

Member choice loads will be determined on a case-by-case basis since facility charges are often included in the rate of the Member.

202.2 Loads With Electrical Usage Which Do Not Justify the Line Extension

Cabins, signs, non-dairy barns that contain only lights or small electrical usage, etc. may have 125 feet of line (primary and secondary) built to serve them at no charge. For any extension over 125 feet, the Member will have to pay for the additional line up front or may finance the cost through Co-op at Co-op's financing rate.

202.3 Line Relocation

Line relocations will be done for the cost of construction to accommodate the Member. The Member may pay up front costs or finance the cost of construction at Co-op's financing rate. Construction for Member choice loads will be determined on a case-by-case basis. Any facility relocation or alteration must meet all code requirements and sound engineering practices.

202.4 Cost of Construction Loan

In all the scenarios above, if the Member decided to pay line extension costs through a loan, this loan will become due if the electrical service is disconnected.

202.5 Single-Wide Mobile Homes Not Occupied By Property Owners

An overhead line extension to serve a permanently installed singlewide mobile home that will not be occupied by the property owner will be handled as follows:

* 400 feet of primary and a 120-foot service shall be provided at no charge.

* A mobile home shall be considered permanent when its axles and tongue are removed.

* Meter installations shall meet the latest editions of the National Electric Safety Code (NESC), National Electric Code (NEC), and Co-op standards.

202.6 Temporary Loads

* Temporary Loads in Advance of Permanent Service

An advance non-refundable payment of $60.00 is required for temporary single-phase service drop in advance of permanent service.

A payment of $250.00 is required for temporary multi-phase service drop in advance of permanent service.

* Other Temporary Loads

Member will be required to make an advance, non-refundable payment of the cost of materials and labor, less salvage value of materials returned to stock, for

installing and retiring electrical facilities to serve a temporary load that cannot be served from existing facilities.

203 UNDERGROUND EXTENSIONS

203.1 Permanent Residential, Commercial or Industrial Services

a) Residential Members shall pay the difference between overhead and underground service up to 700 feet before construction begins. After this distance, the Member will pay the full cost of underground service. Where an actual end user is requesting service, they may finance the construction charge through Co-op at Co-op's financing rate. Construction charges must be paid up front before the line is built. Members requesting an underground line extension prior to the residence being built (Example: well) shall pay the carrying cost on the first 700 feet of line until such time the permanent residence is constructed. This carrying cost shall be in addition to the monthly energy bill.

   If requested by a residential consumer, Flint will allow the Member to install conduit for primary and secondary installations as an option to reduce the cost of their service. The conduits will be required to be installed according to Flint's specifications (drawings to be provided with minimum depths, maximum lengths, conduit size requirements, etc.) and become the property of Flint. Flint will provide, install, and maintain the conductors in these conduits. The installed conduit **MUST** be inspected by a Flint employee to ensure proper depth, conduit size, and connection **BEFORE** the ditch is backfilled.

b) Underground charges in subdivisions shall be $625 per lot. A subdivision will be defined as those containing lots less than one (1) acre. The aid to construction cost of the line extension to any subdivision containing lots or tracks of land 1 acre or more shall be based on estimated revenue from energy sales to Members minus carrying cost of facilities installed. Aid to construction charges shall be paid before the Co-op's electrical facilities are built.

c) A digital plat at a suitable scale shall be furnished to Co-op by residential and commercial developers for design of facilities and recording in the cooperative's mapping system. Design of facilities shall not begin until digital plans are received.

d) Commercial and industrial Members requiring underground service (either single phase or three phase) with service requirements above 600 amps are

responsible for installing service conductors and conduits from Cooperative's transformer to Member's load center or meter base provided service originates from a padmount transformer.
For commercial or industrial underground services 600 amps and below, the developer shall install the secondary conduits from the transformer to the meter base. The conduits will be required to be installed according to Flint's specifications (drawings to be provided with minimum depths, maximum lengths, conduit size requirements, etc.). Flint will provide, install, and maintain the secondary conductors from the transformer to the meter base.

e) Metering requirements and location shall be coordinated with the Co-op before installation.

f) Length of underground line built to commercial and industrial Members will be based on revenue less the carrying cost of the installed facilities. Where the length of underground line requested exceeds that justified by the revenue expected from the Member, the Member will pay for the additional line. Commercial and industrial Members shall pay all construction costs prior to start of construction.

g) Member choice loads will be determined on a case-by-case basis since facility charges are often included in the rate of the Member.

h) Where multiple meters exist off single service laterals such as apartments or duplexes, the underground charge shall be per service lateral.

i) Single phase lines in pecan orchards shall be underground where it is in the cooperative's best interest.

j) Members shall refrain from planting trees, shrubs, et cetera, or placing structures on Co-op's right-of-way. If Member does place vegetation or structures within the right-of-way, Co-op 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 that would inhibit Co-op equipment from ingress or egress. Additional expenses incurred by the Co-op as a result of a violation of this Rule shall be paid by the Member.

k) Whenever a Member is planning to dig, it is required by Georgia law that Member contact the Utilities Protection Center of Georgia at 1-800-282-7411 or 811, a minimum of two (2) working days before beginning work.

203.2 Loads with Electrical Usage Which Do Not Justify the Line Extension

For underground service, cabins, signs, non-dairy barns that contain only lights or small electrical usage, etc., Member shall pay the difference between overhead and underground facilities for the first 125 feet of line (primary and secondary) built to serve them. For any extension over 125 feet, the Member will pay for the additional line up front or finance the construction through Co-op at Co-op financing rate.

203.3 Line Relocation

Line relocations for Member will be done for the cost of construction to accommodate the Member. Residential Members may pay up front costs or can finance the line at Co-op's financing rate. Commercial or industrial Members must pay relocation cost in advance of construction of facilities.

203.4 Cost of Construction Loans

In all the scenarios above, if the Member decides to pay line extension cost through a loan, this loan will become due if the electrical service is disconnected.

204 LINE EXTENSION REFUND POLICY

Should a residential Member request a new service for a permanent residence within ten years from an overhead line extension that another residential Member paid a minimum of $1,000 to have constructed, the Member who paid the cost of the initial line extension shall have one-half of their aid to construction fees refunded upon request. The same consideration shall be made for an underground line extension to a permanent residence except the refund shall be based on the cost of an overhead line extension of the same length and capacity. It is the responsibility of the the initial Member to contact Flint regarding reimbursement.

Should a Member request three phase power for a new permanent service from an existing overhead three phase line within ten years from the date another Member paid a minimum of $10,000 to have the line constructed, the Member who paid the initial cost of the three phase line shall have one-half of their aid-to-construction fees refunded upon request. The same consideration shall be made for an underground line extension to a permanent three phase service except the refund shall be based on the cost of an overhead line extension of the same length and capacity. It is the responsibility of the initial Member to contact Flint regarding reimbursement.

205 (RESERVED)

206 RIGHT OF WAY

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

a) Procurement by Applicants
1) Applicants applying for construction of an extension may be required to secure for Co-op all necessary and convenient right-of-way and to pay costs of securing same.

b) Delays
1) Applications for service for an extension to be constructed where right-of-way is not owned by Member may be subject to delays due to obtaining satisfactory right-of-way. Satisfactory right-of-ways for electric lines to the point of delivery of a new service must be accomplished before service connection is made.

c) Clearing and Maintenance of Right-of-Way
1) Forty feet of right-of-way is required for both single phase and three phase overhead lines. Twenty feet of right of way is required for underground line. Exceptions are only made by special arrangements in consideration of Co-op's requirements and conditions that affect the landowner's property. Co-op shall have rights of ingress to and egress from premises at reasonable times and as required, and shall have the right to cut, trim and apply herbicide to the extent necessary to keep vegetation clear of power lines and meter bases and to cut all dead, weak, leaning, or dangerous trees which may endanger power lines, which determination is at the sole discretion of the Co-op.

2) Member shall allow Co-op to clear and trim trees, which will endanger Co-op's power lines and imperil service to that Member or other Members. Member shall refrain from the following:

A. Planting trees, shrubs, etc. along Co-op's right-of-way that may at some future time endanger lines;

B. Placing structures in a right-of-way. If Member places vegetation or structures in right-of-way, Co-op will not be responsible for damages done to same. Member will not, in any manner or fashion, place anything in or on

Co-op right-of-way that would inhibit Co-op equipment from ingress or egress. If Member violates this restriction, Member will remove it at his/her expense. If Member fails to remove structure upon request, the Co-op will remove at Member's expense;

C. Planting trees, shrubs,etc.,within ten feet in front and three feet on sides of underground transformers is prohibited.

Co-op shall use all reasonable care and diligence in clearing and maintaining right-of-way. Co-op shall make a reasonable attempt to give landowner notice of scheduled or planned clearing, maintenance and alterations within existing right-of-way.

Co-op must approve a right-of-way alteration or clearing by Member before construction begins. Member's minimum contract on construction charge may be adjusted to compensate for cost of right-of-way clearing.

207 LOADS CAUSING SYSTEM DISTURBANCES

Any load causing unusual fluctuations or disturbances to Co-op's distribution system will be required to install suitable equipment to reasonably limit such fluctuations or disturbances. Any costs involved will be the Member's responsibility. Members are required to notify Co-op when installing significant load-bearing equipment at the service location (as noted in Service Rules Section 303.3 Electric Welders & Miscellaneous Devices and Section 303.5 Member Responsibilities Regarding Equipment). This includes tankless water heaters.

208 STANDARD VOLTAGE

One alternating current system of 60 Hz is supplied throughout Co-op's system. Voltage, number of phases, and meter type supplied depends on Co-op's available facilities and the character, size, and location of the service load. Member shall consult Co-op before purchasing or installing wiring or wiring equipment. To avoid misunderstanding, this information should be in writing.

Standard secondary voltages described below are nominal and are subject to a plus or minus 5% variation:

Single-Phase 2-wire	120 volts
Single-Phase 3-wire	120/208 volts
Single-Phase 3-wire	120/240 volts
Three-Phase 4-wire	120/208 volts
Three-Phase 4-wire	240/480 volts

Three-Phase 4-wire	277/480 volts
Three-Phase 4-wire	120/240 volts

Standard primary voltages described below are nominal and are subject to a plus or minus 10% variation:

Single-Phase 2-wire	7200 volts
Single-Phase 2-wire	14,400 volts
Three-Phase 4-wire	7200/12,470 volts
Three-Phase 4-wire	14,400/24,940 volts

It is not considered a violation when voltages outside of prescribed limits are caused by the following:

a) Acts of Nature
b) Service interruption
c) Temporary separation of parts of the system from the main system
d) Other causes beyond the Co-op's control

209 NON-STANDARD VOLTAGE

Member requiring non-standard voltage may be required to pay for necessary equipment or redundant equipment necessary for providing non-standard voltage.

210 COMPUTATION OF COSTS

Cost of distribution line and equipment shall be calculated using actual costs to perform work including engineering, construction, and overheads.

Transformers costs shall be added to calculate the total cost of the job on all jobs other than residential. Exception: On underground residential jobs outside subdivisions, the difference in cost between overhead and underground transformers shall be included.

211 IRRIGATION

The following irrigation line extension allowances are based upon motor horsepower. The "footage allowed" for the amount of line extension provided without charge is for underground construction. All irrigation line extensions which are not all underground will be evaluated on a return of investment policy. The most economical method of service (overhead, underground, or any combination thereof) will be offered to the Member requesting the service.

Horsepower	Footage Allowed	Horsepower	Footage Allowed
5	250	50	725
7.5	425	60	725
10	425	75	750
15	500	100	1075
15 (3-phase)	225	125	1600
20	300	150	1850
25	400	200	2150
30	625	250	2200
40	675	350	2450

Irrigation is defined as facilities supplying water to agricultural crops and governmental water systems.

211.1 Irrigation Rate – Increased Line Extension Option

Those Members choosing Flint's Increased Line Extension Option Irrigation Rate shall have the following line extensions granted for the the horsepower shown.

The "footage allowed" for the amount of line extension provided without charge is for underground construction. All irrigation line extensions which are not all underground will be evaluated on a return of investment policy. The most economical method of service (overhead, underground, or any combination thereof) will be offered to the Member requesting the service.

Horsepower	Footage Allowed	Horsepower	Footage Allowed
5	700	50	1875
7.5	1150	60	1150
10	1200	75	1200
15	1250	100	1700
15 (3-phase)	725	125	2500
20	850	150	2900
25	1050	200	3300
30	1650	250	3450
40	1775	350	3800

Those Members on the Increased Line Extension Option Irrigation Rate shall be placed on the regular irrigation rate should new Members be added to the line extension built for their original service.

212 FLINT FINANCING

In any of the above instances where Co-op finances a portion or all of the construction, the Member will be required to execute, prior to construction, a promissory note for the amount financed with the provision that should the Member fail to continue the purchase of electric energy from Co-op, said note will become payable immediately.

Any time the amount financed exceeds $1,000.00, the Member will be required to also execute a deed to secure debt against the property being served.

Co-op will not finance any amount over $1,000.00 if Member does not own property.

213 SERVICE INTERRUPTIONS

Co-op will use reasonable diligence to provide and maintain uninterrupted service; but in case of interruption, deficiency, variation in voltage, or any other failure or reversal of service resulting from power supply, acts of God, public enemies, accidents, strikes, riots, wars, repairs, court orders, vandalism, or other acts reasonably beyond Co-op's control, it shall not be liable for damages, direct or consequential, resulting from such interruptions or failure.

In order to receive prompt service, Member should give immediate notice to Co-op of any interruptions, irregularities, or unsatisfactory service, and of any defects known to Member.

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

214 CO-GENERATION

214.1 Requirements for Co-Generators

Any Member wishing to become a co-generator or small power producer shall meet all rules and regulations of the Public Utility Regulatory Policies Act of 1978 (PURPA) Sections 201 and 210, as amended, the Federal Energy

Regulatory Commission (FERC) Order No. 70 issued March 13, 1980 (45FR17959) and subsequent related orders, and Co-op Standards. Co-op shall provide protection requirements to the power producer which must be followed. Member shall comply with all requirements of IEEE 1547. Member shall be paid Co-op's avoided cost in revenue for power generated or produced. All requirements of the Co-Generation and Distributed Generation Act (O.C.G.A. 46-3-50) law shall be applied.

214.2 Distributed Generation & Interconnection

Distributed generation as defined in the *The Georgia Cogeneration and Distributed Generation Act* (O.C.G.A. 46-3-50), with which the Co-op complies, is the production of electricity by a technology (generator, fuel cells, photovoltaic/solar system, etc.) that will connect directly to the Co-op's distribution system or indirectly by being installed on the Member's side of the meter. Distributed generation is further limited to residential installations having generating capacity of not more than 10kW and commercial installations having generating capacity of not more than a 100kW, unless otherwise approved. Billing and/or credits for power used or supplied by Member, as well as any associated recurring fees, shall be based upon the Co-op's approved fees, rate structure and avoided cost of power.

A distributed generation installation used by a customer or Member generator shall include, at the Member's or customer's own expense, all equipment necessary to meet applicable safety, power quality, and interconnection requirements established by the National Electric Safety Code, National Electrical Code, the Institute of Electrical and Electronics Engineers, Underwriters Laboratories and the Co-op. Safety is paramount. A Member's distributed generation shall not energize the Co-op's distribution system when the Co-op's system is de-energized or during fault conditions. The customer or Member is also responsible for complying with all federal, state and local laws and ordinances.

Any distributed generation installation must include a disconnect device between Flint's facilities and Member's facilities. The disconnect must be visible, readily accessible, located within ten feet (10') of the point of interconnection to Flint facilities, rated to National Electric Code Standards, IEEE standards, Underwriters Laboratories, etc. and lockable by Flint's employees. The switch shall be marked "DG Disconnect". The primary concern with installation of any distribution generation technology is safety to personnel performing work on Flint's distribution system due to the possibility of reverse power flow.

Members installing distributed generation systems must notify the Co-op prior to installation.

Residential Members – Should Flint receive a request from a residential Member to install distributed generation, an application shall be provided to the Member listing the information needed regarding equipment and construction of the project. Residential installations shall be limited to a generating capacity of 10kW, unless otherwise approved.

Limited system studies will be required for residential equipment. An Interconnection Agreement will be executed with the Member setting forth the Member's and Flint's obligations for the project and any other costs that may be involved. The cost of any equipment required to protect Flint's system must be paid in advance.

A Member applying for a residential interconnection shall be billed a fee for net metering services plus kWh charges or purchases depending on whether the Member or Flint supplied the majority of the power consumed during the billing cycle. If the Member provided the majority of the power in the billing cycle, the Member will be credited or paid for the excess power at Flint's avoided cost. If Flint provided the majority of power consumed during the billing cycle, the price of the kWh consumed shall be the same as any other residential Member with the exception that additional charges may apply if a majority of Member's power purchase occurs during peak periods or load management time intervals.

Commercial Account Members – Should a Member desire to install Distributed Generation equipment on a commercial account, application shall be made to Flint to construct facilities. Flint will determine if a system impact study is required. If a system impact study is required, the Member shall pay the cost of the study in advance. The results of the impact study will determine any system upgrade required and the cost thereof.

If the decision by the Member is to proceed with the installation, a written Interconnection Agreement will be prepared setting forth the obligations of Flint and the Member for the installation, the rate schedule that will apply and any other costs to be incurred by Flint. The cost of any equipment required for system upgrades or to protect Flint's system must be paid in advance by the Member.

In the event a Member's electric service becomes inactive or a Member provides the Co-op notice that the distributed generation interconnection shall be discontinued, the Co-op will take action to open and lock the Member's required disconnect equipment to prevent back-feed onto the Co-op's distribution system until such time as the Member readily demonstrates the interconnection has been removed from service.

If the distributed generation utilizes an intermittent fuel source (i.e. photovoltaic/solar, wind, etc.), a Recordable Notice of Agreement is also required. Upon approval for interconnection of such systems by the Co-op, Member shall execute a Recordable Notice of Agreement and provide executed copies to the Co-op. The Recordable Notice shall be signed by the fee simple title holder in a form recordable in the Clerk's office of the Superior Court in the County where the real property is located. For approved installations, the Co-op will meet with the Member or representative on site for installation of any necessary equipment to connect the generation into the electrical network. After July 1, 2014, installation of intermittent distributed generation for residential applications on rental or lease properties is prohibited by the Co-op.

215 ALTERNATIVE & RENEWABLE ENERGY RESOURCES

Co-op strongly supports the economic, environmental & fuel diversity benefits of alternative & renewable energy resources that contribute positively to affordable & reliable supplies of energy. To this end Co-op will pursue alternative power supply options which deliver these benefits to Members.

216 FOSSIL FUEL EFFICIENCY

Supporting the need for energy efficiency, the Board of Directors has instructed the CEO & senior management to make contractual arrangements for proven power supply resources that demonstrate improved efficiencies in fossil fuel power generation. The Board recognizes that a mix of generation fuels and technologies is prudent and appropriate for risk management.

217 ENERGY EFFICIENCY

The Board of Directors supports the concept of energy conservation and the appropriate stewardship of our natural resources.

218 RESALE OF ENERGY

Electric energy and capacity delivered to a Member's premises will not be resold, with the exception of locations specifically approved by the Co-op under Section 301.6.

219 ELECTRIC VEHICLES

Members making use of level II chargers are encouraged to make use of the cooperative's Residential Service-Electric Vehicle Time Of Use (TOU) rate.

Members on Flint's Pay Your Way rate are not eligible for the electric vehicle (TOU) rate.

300 SERVICE CONNECTIONS, MEMBER WIRING, MEMBER EQUIPMENT

301 SERVICE CONNECTIONS

301.1 Service Drop to Metered Point

Service drops will be provided to meter points according to the National Electrical Code, National Electrical Safety Code, and Federal, State, local regulations plus Cooperative standards. There shall be one location for meters on each building or structure served unless an exception is allowed by the standards listed herein.

301.2 Attachment Point

a) Overhead Services

On overhead services, 400 amps or less, the Co-op will build overhead facilities to a mast, meter base, and weatherhead installed by the Member as described below. The point of demarcation (hereinafter called 'attachment point') between ownership of the Co-op's facilities and that of the Member's shall be the point of connection of the Co-op's conductors to the Member's conductors which extend out of the weatherhead.

1) On overhead services above 400 amps, the Co-op may require the Member, at Co-op's discretion, to provide all facilities from the secondary terminals of the transformer into the Member's facilities. The transformer secondary terminals shall be the attachment point. If the Co-op provides the service conductors over to the Member's weather heads on services over 400 amps, the attachment point shall be where Flint's conductors attach to the Member's conductors.

b) Underground Services

1) <u>Residential</u>

A. The Co-op will run the service lateral to the meter base located on the residence or meter installation. The point of attachment between the Member and the Co-op shall be the source side terminals in the meter base.

2) Commercial and Industrial

A. Commercial and industrial Members (either single or three phase) are responsible for installing conduit and service conductors from the Co-op's transformer to the Member's load center on services over 600 amps provided the service originates from a padmount transformer. The point of attachment between the Member and Co-op shall be the secondary terminals of Co-op's transformer. Co-op shall connect the service conductors to the transformer terminals. On services 600 amps and below, the point of demarcation between Flint and the Member shall be the source side terminals in the meter base where Flint's conductors terminate.

B. Where underground service originates from an overhead transformer or bank of transformers, the point of attachment shall be the source side terminals of the meter base. Should Flint ever provide underground service over 600 amps from an overhead bank, where the Member brings the service conductors to the Co-op's overhead transformer bank, the point of attachment will be where the Co-op's service conductors joint the Member's service conductors normally at weatherheads or the terminals of the transfomers. Should Flint and Member's service conductors meet in an underground junction box on a service over 600 amps, where the connection takes place shall be the point of demarcation.

C) Meter Ownership

The Cooperative will maintain possession of the meter at all service locations; ownership and responsibility of the meter base and all associated equipment is transferred to the Member in overhead and underground service installation. There area two exceptions to the meter base rule. Co-op shall maintain meter bases installed for CT (current transformer) metering where the meter base is located on the padmount transformer or Co-op's pole. When primary metering is required to provide services to a Member, Flint will be responsible for all metering equipment.

Should the Member need to perform maintenance on a meter base, the Member will request the Co-op to disconnect the service so repairs can be made after the service has been disconnected.

Member must place attachment point in a position to ensure reasonable construction costs and sound engineering practices. In underground services, the meter base shall be mounted in accordance with Co-op specifications on the side

of the premises closest to Co-op's transformer or service conductor stub up. On overhead services, the meter base should be mounted on the premises nearest Co-op's pole should one exist. On mobile home installations, Member should contact Co-op so agreement can be reached on the location of the meter base.

All residential or commercial Members shall reserve a space so Co-op's transformer may be installed no closer than 15 feet to the nearest attachment point.

For mobile home installations requiring a meter pole, the meter pole must be within 30 feet of the residence.

For more information, refer to Co-op's Construction Handbook.

301.3 No Installation or Maintenance Beyond Attachment Point

Co-op's responsibility for installation and/or maintenance of facilities, except meters and load management devices, shall not extend beyond attachment point to Member's building, central distribution point, or electric power measuring device.

301.4 Meter Pole as Attachment Point

If a meter pole is required such as in a mobile home installation, Member will furnish and install pole. Member may purchase a meter pole from the Co-op at the current price. Point of attachment shall be where Flint's service conductors are attached to Member's conductors at the weatherhead.

301.5 Service Connection Under One Membership

A Member may have any number of service connections under one Membership. Members desiring additional service connections, however, must apply for each such desired service connection on a form provided by Co-op and shall pay a service security deposit for each additional service connection if required.

301.6 Single Meter for Each Premise

Unless otherwise allowed by this policy, a separate meter shall be used at each separate premise for measuring electric energy. By application and with prior written approval, recreational vehicle parks and apartment complexes may have all meters on the site in their name as a part of their membership if the complex owner is paying a single master bill for the development. In an RV park or apartment complex approved under this policy, meters may be placed beyond the cooperative's meter to measure the electric energy usage of individual rental

spaces or premises if desired. Whether through Flint's meters or the owner's meters, the owner may then exactly proportion the electric bill from the cooperative to each rental premise based on the energy usage shown on the RV park rental space or individual apartment unit. Under no circumstances may an administrative fee be added to the tenants' bills for electric energy and no power shall be resold for profit. All bills will be calculated by using Flint's meter(s).

In the event that a Flint meter is installed beyond the typical point of demarcation (reference Service Rule 301.2b2A), the only equipment that Flint would be responsible for maintaining would be the meter (not the meter base or any associated wiring).

301.7 Relocating Facilities for Co-op's Convenience

When it is necessary for Co-op to relocate its existing facilities and the relocated facilities are not convenient to Member's existing service facilities, Co-op will pay for relocating Member's service facilities.

301.8 Service Facilities Remain Property of Co-op

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

301.9 Identification of Multi-Tenant Meter Applications

Where a metering application serves several tenants, such as multi-gang meter sockets, each individual meter socket must be permanently identified. Individual meter sockets must be identified with a metal tag, using 1" (minimum) lettering, permanently affixed to both the inside and outside of the meter socket. The tag shall indicate the suite, apartment or office of the building being served. Service shall not be rendered until marking of the meter socket(s) is complete.

302 GENERAL WIRING REQUIREMENTS

Co-op's responsibility extends only to supplying service at attachment point. Any change to electrical installations must meet standards of the National Electric Safety Code, National Electrical Code, state, county, city and Co-op requirements. Member assumes full responsibility for power on Member's premises from attachment point thereof and for wires, apparatus, devices, and appurtenances thereon, used in connection with service except for load management devices. Member shall indemnify, save harmless, and defend

Co-op against all claims, demands, cost of expense for loss, damage or injury to persons or property in any manner directly or indirectly arising from, connected with, or growing out of, transmission or use of power by Member at or on Member's side of attachment point.

It is responsibility of each Member to cause all premises receiving electric service to become and remain wired in accordance with specifications and requirements of Co-op, National Electric Safety Code, National Electrical Code, and any requirements of local government agencies having jurisdiction over installation of electric wiring.

In the event of a known or potentially hazardous condition due to a regulation, code, law or ordinance violation, electric service will not be connected until such violation is corrected. In the event service is being received, Member will be notified by certified mail with copy to city or county inspector, if applicable, that if deficiencies are not corrected in a reasonable time, service may be discontinued. Where applicable, Members will be required to conform to existing state, county, and city wiring regulations.

302.1 Grounding Requirement

Every service location shall be grounded in accordance with the National Electric Code.

303 MEMBER EQUIPMENT

303.1 Electric Motors and Phase Converters

All motor installations on Co-op's lines must conform to National Electrical Code rules and regulations, Co-op requirements, or other applicable codes. Co-op, before installation, must approve all motors, single and three-phase, above ten horsepower. Soft starters may be required on motors to reduce voltage flickers to other Members at Member's expense. All motors or other apparatus requiring unchanged phase rotation and/or continuity of three-phase supply shall be equipped with suitable protection against reversal or phase failure, as a condition of service.

303.2 Electric Generators

Where Member installs auxiliary or standby emergency power, parallel operation of Member's generating equipment with Co-op's system will not be allowed unless it is a distributed generation facility approved by the Co-op. A double throw switch or suitable device accepted by National Electric Code must

be used to prevent possible injury to Co-op employees and to make it impossible for power to be fed back into a main line from an emergency generator. It shall be cause for immediate disconnection of service if any generator is found connected to the electrical system without appropriate equipment.

Distributed and cogeneration facilities may be installed, interconnected and operated in parallel with Co-op's electrical system according to Co-op policies governing such installation.

303.3 Electric Welders and Miscellaneous Devices

Members desiring to operate commercial electric welders or other devices with high inrush or fluctuating currents must supply Co-op with information regarding electrical characteristics of equipment, which adversely affects Co-op's equipment or service to other Members. Co-op should be consulted before the purchase or installation of equipment.

303.4 Non-Standard Service

Member shall own, maintain, and operate all substations and transforming equipment on owner's side of attachment point where voltage, phase, or frequency is desired other than that under which service is supplied and metered.

303.5 Member Responsibilities Regarding Equipment

a) Members will install all equipment on their side of attachment point designated in section 301.2 in accordance with the National Electrical Code, Federal, State and Local standards.

b) Reporting Installed Equipment Additions/Changes: For Co-op to provide proper voltage and give efficient service, it is important that Members notify Co-op when new equipment or major appliances are added. This will give Co-op representatives an opportunity to determine if transformer and wire size are sufficient to serve new equipment.

304 POWER FACTOR CORRECTIONS

Maintaining a high power factor is of primary importance in the economic operation and maintenance of an electric distribution system. Under-loaded motors contribute largely to creation of low power factors unfavorable to both Co-op and Member. Where the overall power factor of a Member's load is less than 95%, Co-op may require Member to install, at their own expense,

equipment to correct power factor deficiency as a condition of continued service. Co-op reserves the right to measure power factor at any time.

305 MULTI-PHASE SERVICE-LOAD BALANCE

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

306 SPECIFIC WIRING REQUIREMENTS

All wiring shall comply with requirements of the National Electrical Safety Code, National Electrical Code, Co-op requirements, state, county, and city electric codes.

400 RATE CLASSIFICATIONS

401 RATE SCHEDULE AVAILABILITY

Conditions under which rates are applicable to an individual Member's requirements are plainly set in Co-op's rate schedules. Co-op will at any time upon request advise any Member as to rate best adapted to existing or anticipated service requirements as defined by Member.

402 FILING OF RATE SCHEDULES

A copy of Co-op's applicable retail rates is on file at the Georgia Public Service Commission and all Co-op offices. Residential rates are also posted on the Co-op's web site www.flintenergies.com.

500 METERING

501 ELECTRIC METERS

a) All meter bases should be installed on an exterior surface at 5'6" above ground. Upon receipt of a service application, a Co-op representative will, upon request, survey premises and locate meter center in the most convenient and satisfactory location.

b) Co-op will supply the meter base which becomes the responsibility of the Member/consumer upon application for service.

c) All meters shall be placed ahead of all switches and fuses unless otherwise permitted by Co-op.

d) For large single-phase installations of over 225 amps and for three-phase installations, Co-op shall specify the type of metering equipment required before installation.

e) In case of new line construction requiring relocation of meter, said relocation shall be at Co-op's expense.

f) Co-op will normally furnish a single meter for each service class at a connection point upon Member's premises. Any Member desiring service at two or more separately-metered connection points to distribution system shall be billed separately at each such point and metered kWh consumption of such Members will not be combined for billing purposes.

502 METER READING

Meters will be read periodically. When a bill was estimated over a period of time and upon obtaining a check reading from meter, it is found that Co-op's estimates have been high or low, Co-op may pro-rate the accumulated consumption over the time from last reading to present reading, and render a correct bill.

503 INCORRECT METER READING

Corrections shall be made whenever meters are incorrectly read. The correct reading shall be ascertained whenever possible and bills will be recalculated as nearly as possible to reflect the correct usage.

504 FAILURE OF METER TO REGISTER CORRECTLY

If a meter fails to register correctly, Member is billed on an estimated consumption based on Member's historical use. Consideration is given to consumption in month's immediately preceding, consumption in similar period of other years, comparative uses and sizes of connected loads, and other relevant facts. If a meter is tested and found to have over-registered or under-registered by more than two percent, a bill adjustment will be made as described under "Bill Adjustments" (Section 605).

505 METER TESTS

Co-op will purchase and install electric meters according to ANSI standards. All transformer rated meters registering a demand of 200 kW and greater will be field tested annually. All other transformer rated meters will be field tested on a five-year cycle. All results of testing will be posted on the Co-op's records.

All meters returned from the field will be repaired, if needed, and tested with results being posted in the Co-op's records.

Member requested meter tests for accuracy shall be billed at the effective rate posted in the Fee Schedule. If the meter accuracy is off more than 2%, the meter shall be changed out and the Member will not be charged. Proper test reports will be placed in Co-op's records.

600 BILLING

601 BILLING PERIOD AND PAYMENT OF BILLS

a) Bills for regular service are rendered monthly from meter readings taken at regular intervals, from check readings or otherwise computed according to rate schedules and Rules and Regulations in effect, and shall be due on a date determined by Co-op.

b) Bills for special or short-term service, including the cost of connection and disconnection, may be rendered at Co-op's discretion and shall be payable on demand.

c) Service charges begin when service is made available to Member and are incurred on a daily basis

d) Electric accounts that are not paid by the due date will be subject to a five percent (5%) late payment charge. The late payment charge may be imposed on monthly electric accounts where the payment is not received in a Co-op office by 5:00 p.m. on the due date printed on the bill.

e) If an account has three returned payments in any one method, the returned method will no longer be allowed. All future payments will be required to be in the form of cash, money order, or credit card. A Member may request removal of coding after fifteen months of last returned check.

Each account will have a minimum of nineteen days from the date billed in which to submit payment. The due date will generally be the same each month. Monthly billing statements will contain detailed information including an

'amount due if payment is received by the due date' and an 'amount due if payment is received after the due date'. The amount due will be calculated on the appropriate rate schedule, plus applicable sales tax. The late payment charge will be computed on the current billing excluding sales tax.

There will be no general exemption from the five percent (5%) late payment charge except as follows:

a) The late payment charge will be adjusted when it is determined that Co-op is in error.

b) Accounts specifying payment dates through a contract will be honored.

The following will apply:

a) Co-op will continue to work with hardship cases, giving extensions, etc., but the penalty will be placed on amounts extended.

b) The late payment charge will be figured on the smallest cent.

c) Payments must be in the office before or by 5:00 p.m. on the due date; postmarks will not be accepted.

d) Payment by draft may be promoted and an incentive may be offered for participating.

602 DISCONNECT FOR FAILURE TO PAY

a) Co-op is not responsible if a Member fails to receive an electric bill. Members are expected to promptly notify Co-op if they fail to receive a bill. Failure to pay a bill for this reason will not exempt Member from having service discontinued or from paying a late payment charge.

b) Co-op reserves the right to discontinue service on accounts not paid by disconnect date on bill.

c) A charge for trips made by Co-op employees for purpose of handling past due accounts, reconnections, or transfers will be added to Member's account. The total amount due must be paid before service is reconnected.

d) Co-op reserves the right to increase a Member's security deposit for non-payment, a returned check, or habitual late payment.

603 OTHER REASONS FOR DISCONNECTING SERVICE

Service to a Member may be discontinued WITHOUT REASONABLE NOTICE, but with the approval of appropriate supervisor, for the following:

a) For fraudulent payment and representation as to the use of electric service.

b) Where a Member's equipment or wiring, or Co-op equipment or lines are creating or contributing to a serious hazardous condition.

c) For tampering with any service wires, meter, seal or any other facilities belonging to Co-op.

d) For repairs or emergency operations.

e) For unavoidable shortage or interruption of Co-op's source of power supply.

f) When necessary to protect Co-op from theft, fraud, or abuse.

g) Upon cancellation of electrical service or vacating of the premises by the Member.

h) For an unauthorized electrical connection.

i) For the use of Co-op equipment which adversely affects Co-op's service to its other Members.

j) For a returned check presented for payment on an account under an Arrangement or other past due scenario where notice has previously been given to the Member.

k) For a returned check presented for the establishment of a new Member account, including Membership fee, set-up fee or deposit.

Co-op reserves the right to discontinue electric service to any Member(s) WITH REASONABLE NOTICE for any of the following reasons:

a) For non-payment for service rendered, including any late charges or trip charges. This will be temporarily waived on residential accounts when the temperature remains at or below 32°F all day, or when the National Weather Service forecasts 98°F or over.
b) For Member's refusal of reasonable access to Co-op's equipment.

c) For failure to install meter base on an outside wall of a structure being served to permit access to meter at all times.
d) Where a Member's equipment or wiring, or Co-op's equipment or lines are creating or contributing to a hazardous condition.
e) For violation of applicable rules, regulations, codes, laws or ordinances.
f) Where there is more than one residence or business on one meter.
g) When it is deemed necessary to upgrade, repair or rehabilitate service.

Discontinuance of service for any of these reasons does not release Member from the obligation to pay for energy received or charges specified in any existing contract or policy.

604 ARRANGEMENTS

Co-op may deviate from its policy on cutoffs for delinquent bills only in accordance with following standards:

a) When it is determined that policy enforcement will constitute an undue hardship in relation to amount of delinquent bill and that extension of credit for a fixed time, or arrangement for installment payment of the bill, will not unduly impair the Co-op's ability to effectuate final collection of the bill.

b) When Member involved establishes to Co-op's satisfaction that Member's failure to pay bill resulted from a Co-op error or an error for which Member was not responsible.

c) When involved bill is a final bill covering service to a farm, house, or other residential account and main building thereof has been destroyed by fire not caused by act of arson on part of Member or Member's family.

d) When disconnection may pose immediate danger to Member or other persons due to illness.

605 BILL ADJUSTMENTS

a) If a meter is found to be more than two percent (2%) in error (+/-), Co-op will re-bill Member and adjust their three previous months' bills. Each adjusted bill is estimated, based upon all known pertinent facts.

b) Whenever it is found that for any reason other than incorrect calibration, metering apparatus has not registered true consumption, Member's consumption during entire period of incorrect registration will be estimated,

based upon all known pertinent facts, and Member's bill for such period will be adjusted accordingly.

c) When Members are found to be on an improper rate, the billing change to a proper rate will apply to bill for month in which change is made. However, adjustments may be made based on all known pertinent facts.

606 FLINT FOUNDATION – OPERATION ROUND-UP

The Flint Foundation is a community outreach service program administered for Co-op by an independent foundation board of directors. The Foundation administers the funds to be distributed to worthy local causes.

Operation Round-Up funds come from voluntary contributions from participating Co-op Members by "rounding up" their monthly bills to the next dollar. "Operation Round-Up Plus" is a separate program allowing Members to voluntarily elect and identify an additional amount of contribution to be added to their bill each month.

The Flint Foundation operates independently of Co-op. A Co-op board resolution allows for collection and disbursement of these funds to the Co-op Foundation.

607 RECONNECTION AND TRANSFER CHARGES

a) Reconnection Charge: When a Member's service is discontinued for reasons other than non-payment, a non-refundable charge, where applicable, will be made before reconnection.

b) Transfer Charge: A transfer fee is charged when a Member requests disconnection at one location and a reconnection at another location.

700 EASEMENTS, RIGHTS OF ACCESS, CO-OP PROPERTY

701 MEMBER TO GRANT EASEMENTS TO CO-OP IF REQUIRED

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

702 RIGHT OF ACCESS

Co-op's identified representatives shall have right of safe access to Member's premises at all reasonable times for purpose of reading meters evaluation, installation, maintenance or removal of any and all equipment and facilities which are Co-op's property.

702.1 Ingress & Egress – Locked Premises

Members shall provide Co-op employees with safe access to premises for the purpose of constructing electric facilities, reading meters, testing, repairing, removing, or exchanging any and all equipment belonging to Co-op.

Cooperation between Co-op and the Member is required. Various locking arrangements will be handled as follows:

a) Premises locked with chains and cables: Where chains and cables are used to prohibit entry, Co-op will install a Co-op lock in series with chain or cable. Shackle-to-shackle locking will not be allowed.

b) Gates: Gates should be locked the same as above; however, if for some reason it cannot, then a lock box shall be provided at the gate.

c) Electronic Gates: Members having electronic gates shall provide Co-op with the code for entry to the property. The code will be registered with the Co-op's dispatcher.

d) Other locking situations or devices: If there exists or there is need for locking devices other than the above, the solutions thereto will be handled on a case-by-case basis.

e) Employee conduct on premises:

1) Employees shall lock gates upon entering and upon leaving to assure that no one enters or leaves the property through Co-op's access.
2) Employees shall not enter buildings unless the owner or a representative of the owner is present.
3) Conduct while on the premises shall be held to the highest professional standards at all times.
4) No employee shall enter premises unless on official Co-op business.

703 PROTECTION OF CO-OP PROPERTY ON MEMBER PREMISES

Member shall protect Co-op equipment on premises and shall not interfere with, alter, or permit interference with, or alteration of meters or other property including load management devices except by duly authorized Co-op representatives. Cost of necessary replacements and repairs to correct damage to Co-op property due to, caused by, or arising from carelessness, neglect, vandalism, or misuse by unauthorized persons, shall be paid by person/persons responsible for such damage.

704 TAMPERING WITH CO-OP EQUIPMENT

When it is determined that someone has tampered with Co-op equipment, any appropriate action deemed necessary will be taken, particularly as it relates to safety.

a) All meters owned and installed by Co-op will be sealed and all meter bases on which Co-op meters are installed will be sealed.

b) Meter base seals will be broken or removed only by employees or contract employees of Co-op except when another person is authorized, such as an electrician or fireman, to break the meter seal and remove the meter from the base in cases warranting such action. A record of such action will be filed in the records and the meter base resealed as soon as practical.

c) When Co-op has reasonable evidence that a Member is obtaining part or all of his electricity by any method that interferes with the proper metering of electric service or has made an unauthorized connection to obtain electric service, the electric service may be disconnected at any time.

d) The bill for tampering will include charges for estimated unmetered service plus any penalties, trip charges or other applicable charges as determined by Co-op.

In accordance with O.C.G.A. 16-7-25 and local ordinances (where applicable) damaging, injuring, or interfering with meter or related equipment is unlawful and may result in prosecution.

e) Charges related to tampering include the following:

1) The Member must pay the cost of repair or replacement of equipment damaged as a result of interference with the meter or other equipment, plus labor and other costs associated with repair or replacement, plus

2) Actual cost of investigation will be charged for:
   A. Tampering with the meter or other Co-op equipment, or
   B. Making an unauthorized electrical connection, plus

3) Service charges will be made for reconnection of service in accordance with the appropriate trip charges (during or after regular working hours), the diversion of current charge, estimated usage, and cut seal charge.

If reconnection requires a service line technician, the appropriate charges for during or after regular working hours charges will apply.

Individuals involved with power theft or vandalism will be prosecuted to the fullest extent of the law.

800 MEMBER WITHDRAWAL - GENERAL CONDITIONS

Refer to Co-op ***Bylaws Article I, Section 6:***

a) Any Member may withdraw Membership upon compliance with such uniform terms and conditions as Co-op's Board of Directors may prescribe.
b) Co-op's Board of Directors may, by affirmative vote of not less than a majority of all Board Members, expel any Member who fails to comply with any provisions of Co-op's *Articles of Incorporation*, *Bylaws* or *Rules and Regulations* adopted by Board, but only if such Member shall have been given written notice by Co-op that such failure makes Member liable to expulsion and such failure shall have continued for at least ten days after notice was given. Any expelled Member may be reinstated by majority vote of Co-op's Board, or may appeal to and be reinstated by majority vote of Membership at any annual or special meeting.
c) Upon withdrawal, death, cessation of purchase of electric energy, cessation of existence, or expulsion of a Member, Membership of such Member shall immediately terminate.
d) In case of Membership withdrawal or termination in any manner, Co-op shall repay to Member the amount of Membership fee paid by him provided, however, that Co-op shall deduct from the amount of Membership fee any debts or obligations owed by Member to Co-op.

900 MISCELLANEOUS

901 SCHEDULED OUTAGES

Although most line maintenance and repair work is done with lines energized, there are situations that will require the power to be out. Such work shall be done, as far as possible, at a time that will cause the least inconvenience to the Members. Members to be affected by such interruptions shall, if practicable, be

notified in advance. For scheduled work, all reasonable efforts will be made to contact Members identified on the Co-op's Life Support List.

901.1 Load Shedding

902 SERVICE DISCONNECTION NOTICE

Any Member desiring to discontinue service or change from one location to another shall give Co-op one working day notice provided such notice does not violate contractual obligations. Member is responsible for all electric energy used at a meter location until disconnected or transferred.

903 MEMBER LIGHTING

Installations: Lighting is available for installation for Members under current applicable rates. Suitable access must be available for heavy equipment on those lights requiring poles to be set. Non-property owners requiring installation of a light must pay applicable service charge or construction charges prior to installation.

Repairs: Light outages shall be reported to Co-op for repair. Light repairs are done during normal working hours.

903.1 Street Lights

Installations: Street light installations are scheduled after receiving proper authorization from an appropriate governmental body within area served by the Co-op.

Repairs: Street light outages shall be reported to Co-op for repair. Repairs are scheduled at Co-op's convenience.

904 MEMBER REQUEST FOR PRESENTATION TO BOARD

The Board of Directors will hold regularly scheduled, monthly meetings on the fourth Tuesday of each month, unless otherwise scheduled by action of the Board. Any Member requesting to appear at a Board meeting must adhere to the following requirements:

a) Make a written request to the Board Chairman, with a copy directed to the President/CEO, received at least two weeks prior to the monthly meeting. Requests made within that period will be deferred until the following meeting.

b) In the written request, provide a summary of issues and items to be presented.

c) In the written request, provide the name and address of the Member making the presentation and the names and address of other people who will accompany the Member making the presentation.

Upon providing the request as outlined above, the Member will be notified of the time and location to be available for the presentation, as well as the amount of time to be allowed for the presentation. The presentation schedule may be modified in the event of extraordinary circumstances or in cases where the matter is resolved.

905 NOTICES TO AND FROM MEMBERS

Whenever these regulations provide that notice be given or sent to Co-op, such notice delivered or mailed postage prepaid to any Co-op office shall be deemed sufficient. Likewise, notice by Co-op to Member shall be deemed sufficient when placed in U.S. mail addressed according to Co-op records.

906 OFFICE AND SERVICE HOURS

The Co-op's headquarters is in Reynolds, Georgia. Other offices are located in Perry, Upatoi, Fort Benning and Warner Robins. All administrative offices are open 8 am-5 pm, Monday-Friday. Certain locations are closed on holidays observed by Co-op. Emergency service work is performed 24 hours a day, seven days a week. System operators are on duty 24 hours a day. Service personnel may be reached by calling an office listed in the directories. In case of a power outage, call toll-free 1-888-354-6836. Phones are staffed 7 am until 7 pm, Monday thru Friday and business can be conducted on the internet or phone apps 24 hours per day at www.flintenergies.com.

907 DISPOSITION OF UNCLAIMED CAPITAL CREDITS

As provided in the Co-op **Bylaws Article VIII, Section 2.** the Board of Directors shall determine if and when capital credits that are assigned to a Member's account are to be retired and paid. In the event of Member(s) not being found at the last known address on file with the Co-op to receive the capital credit payment, the Co-op will compile an "Unclaimed Capital Credit List" of all such Members on or before April 1 of each year following the retirement declaration. The Unclaimed Capital Credit List will include the Member name, last known address, as well as deadline and instructions for making a claim and can be posted on the Co-op's website at www.flintenergies.com.

On or before April 1 following the fifth anniversary of the date capital credits were retired, the Co-op will compile an "Abandoned Capital Credit List" and post on the Co-op's website. On or before July 1 of each year, the Abandoned

Capital Credit List will be published in the legal organs of Taylor and Houston Counties.

Prior to November 1 of each year, remaining entries and balances on the Abandoned Capital Credit list shall be presented to the Board of Directors for final disposition and donation as permitted in Georgia law (O.C.G.A. 44-12-236).

Any Member included on the Unclaimed or Abandoned Capital Credit Lists should contact the Co-op immediately.

Flint Electric Membership Corporation
Statement of Nondiscrimination

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).
Remedies and complaint filing deadlines vary by program or incident.

Person with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape , American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202)720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800)877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

(2) Fax: (202) 690-7442; or

(3) Email: program.intake@usda.gov

Flint Electric Membership Corporation is an equal opportunity provider and employer.

USDA is an equal opportunity provider, employer and lender.

ATTACHMENT A

FEE SCHEDULE

Membership Fee:		$15
Account Set-Up Fee:		$15
Transfer of Service:		$15 (during hours)
Disconnection Service Charge		$50
Disconnect or Reconnect at Pole (if service crew required):		$75 (during hours); $100 (after hours)
Disconnect or Reconnect CT Meter:		$75 (during hours); $100 (after hours)
Disconnect or Reconnect Active Security Light Temporarily:		$135
Change lighting fixture within one year of initial installation:		$200
Replace existing 100W-250W light that is currently functioning with an LED equivalent:		$150 per fixture
Replace existing 400W-1000W light that is currently functioning with an LED equivalent:		$200 per fixture
Installation of wood poles for installation of lights:	30 foot pole	$1,150
	35 foot pole	$1,215
	40 foot pole	$1,250
Temporary Service to Build: (in advance of permanent service)		$60–Single phase; $250–Three phase (during hours)
Service to Temporary Loads (from existing facilities):		$100-Single phase; $300-Multi-phase (during hours)
Same Day Service Fee:		$50
Distributed Generation Administration Fee:		$500
Additional trips to connect service: (after hours) for line technician.		$75 (during hours); $100 $50 (during hours); $75 (after hours) for Member services technician
Diversion of current charge:		$500 (Meter Tampering)

Unauthorized cut seal charge:	$25 (during hours)
Meter Accuracy Test (during hours at Member's request):	$75
Check ground rod(s) to help protect against lightning damage:	$35 (fee waived if Member installs additional ground rod(s).
House Moving Charges:	$500 (four-hour per truck minimum); $125 (hourly charge over four hours)
Service call to Member's premises when problem is determined to be Member's instead of Co-op's:	$75 (during hours); $100 (after hours) for line technician; $50 (during hours); $75 (after hours) for Member service technician
New service – meter only:	$50 (after business hours)
Meter Poles:	$70
Member's Credit Card:	Maximum monthly charge $15,000 allowed on credit card for paying electric bill
Member's E-Check:	Maximum monthly charge $15,000 allowed on e-check for paying electric bill
Return check charge (including e-checks):	Maximum allowed by Georgia law (pursuant to Official Code of Georgia Annotated Code 13-6-15) or $30 plus current bank charge
Return payment fee (including electronic or paper checks, debit & credit cards, ACH or wires):	Maximum allowed by Georgia law (pursuant to Official Code of Georgia Annotated Code 13-6-15) or $30 plus current bank charge
Stop Payment Fee:	$35 per request

BYLAWS

Revised September 28, 2021

FLINT ELECTRIC MEMBERSHIP CORPORATION

FEMC 576 Revised September 28, 2021
FLINT ELECTRIC MEMBERSHIP CORPORATION
Reynolds, Georgia

FOREWARD

The ***Bylaws*** contained on the following pages are a contract between Flint Electric Membership Corporation (EMC) d/b/a Flint Energies and Members who receive its electric service. They state what we expect of you as a Flint EMC Member and what you can expect from the Cooperative.

Bylaws
Flint Electric Membership Corporation

DEFINITIONS

1. **ALLOCATION**: The process where Capital Credits are spread on the Cooperative books to the Members through the accounting process.
2. **BONA FIDE RESIDENT:** One who lives in one of the seventeen (17) counties served and takes service at a residence, business, or other metering point.
3. **ENTITY:** A domestic or foreign; cooperative, business or nonprofit corporation or entity recognized by the Georgia Business Corporation Code, trust or local, state, federal, or national government, including an agency or political subdivision thereof.
4. **CAPITAL CREDITS OR MARGINS OR PATRONAGE**: These are the names given to the money left over after expenses; (i.e. profit in most businesses) that is Allocated to the Members based on proportionate contribution or receipt of electric service.(See Article VIII, Section 2 below).
5. **CLOSE RELATIVE**: Parent, grandparent, child, grandchild, brother, sister, husband, wife, by blood or law.
6. **COOPERATIVE**: Flint Electric Membership Corporation, a/k/a Flint EMC and d/b/a Flint Energies is a non-profit cooperative electric Membership corporation, organized under the Georgia Electric Membership Corporation Act, whose philosophy is based on one Member, one vote and that any money received in excess of expenses will be allocated back to the Members on the basis of proportionate contribution.
7. **COOPERATIVE SERVICE**: A cooperative service is the receipt of electric energy at a Member's location or such other service provided by the Cooperative.
8. **DIRECTOR**: A person elected by the Members and serves as a policymaker for the organization.

9. **GOVERNING DOCUMENTS**: The governing documents of the Cooperative shall be the Articles of Incorporation, Bylaws, Service Rules and Regulations and Member Agreement.
10. **LOCATION**: Place where electric energy is delivered to a Member at the point of demarcation as specified in the ***Service Rules and Regulations***.
11. **MEMBER**: A natural person or Entity, firm, association, corporation, or body politic or subdivision thereof who: (1) requests service, (2) has the capacity to enter into legally binding contracts, (3) has met the requirements for Membership, and (4) is furnished electric energy or service pursuant to these Bylaws.
12. **RECORD DATE**: A "Record Date" is the date for determining the total Membership of the Cooperative and the Members entitled to: (1) sign a Member petition; (2) receive a ballot, notice of a Member Meeting, or similar document; or (3) vote or otherwise act
13. **SERVICE RULES AND REGULATIONS**: The operating policies of the Cooperative as passed, modified and approved by the Board of Directors from time to time.

ARTICLE I – MEMBERS

SECTION 1. Requirements for Membership

Any person or Entity will become a Member of Flint Electric Membership Corporation (hereinafter called "Cooperative") upon receipt of electric service from the Cooperative, provided applicant has: (1) request service by application, (2) the capacity or authority to enter into legally binding contracts, (3) met the requirements for Membership, and (4) agreed to comply with and be bound by the ***Articles of Incorporation*** and ***Bylaws*** of the Cooperative and ***Service Rules & Regulations*** adopted by the Board of Directors; and **(5)** paid the Membership fee hereinafter specified.

As a condition of Membership, each Member, upon being requested by the Cooperative, shall execute and deliver to the Cooperative, without charge, easements of right of way over, on and under such lands owned or leased by, or mortgaged to, the Members; and 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 electric lines.

No Member may hold more than one Membership in the Cooperative and no Membership in the Cooperative shall be transferable except as provided in these ***Bylaws***.

SECTION 2. Joint Membership

A husband and wife or married persons in a legally recognized documented relationship and occupy the same location where the Cooperative provides service may apply for a Joint Membership, and subject to their compliance with requirements set forth in Article I, Section 2 of the Bylaws, may be accepted for such Membership. The term "Member" as used in the Bylaws shall be deemed to include a Joint Membership and any provisions relating to rights and liabilities of Membership shall apply equally with respect to holders of a Joint Membership. Without limiting the generality of the foregoing, the effect of the hereinafter-specified actions by or in respect of the holders of a Joint Membership shall be as follows:

a. Presence at a meeting of either one or both is regarded as presence of one Member and constitutes a joint waiver of meeting notice.

b. The vote of either separately or both jointly shall constitute one vote.

c. A waiver of notice signed by either or both constitutes a joint waiver.

d. Notice to either shall constitute notice to both.

e. Expulsion of either shall terminate the Joint Membership.

f. Withdrawal of either shall terminate the Joint Membership. If one Joint Member remains qualified to be a Member and continues to use Cooperative service at the same location, then the Joint Membership converts to a Membership comprised of this person and all Capital Credits allocated to the same location shall convert to the name of the remaining Member. The withdrawing person must comply with Membership procedures to begin taking Cooperative service at another location.

g. Either, but not both, may be elected or appointed as an officer or board Member, provided that both meet the qualifications for such office.

h. Any change in service will require a signature by either person.

SECTION 3. Conversion of Membership

a. Membership may be converted to a Joint Membership of married persons upon the written request of the holder thereof and the agreement by such holder thereof and his or her spouse to comply with the ***Articles Of Incorporation***, the ***Bylaws***, and the ***Rules & Regulations*** adopted by the Board of Directors.

b. Upon death of either Joint Member who is a party to the Joint Membership, such Membership may 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.

SECTION 4. Membership Fee

There shall be a $15 fee to become a Member of the Cooperative.

SECTION 5. Purchase of Electric Energy

Each Member shall, as soon as electric energy services 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 that shall from time to time be fixed by the Board of Directors. Production or use of electric energy on such premises, regardless of source thereof, by means of Member's meter base or 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 and shall comply with the National Electric Safety Code. It is expressly understood that amounts paid for electric energy in excess of the cost of service are furnished by Members as capital and each Member shall be credited with the capital so furnished as provided in the ***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.

Cooperative shall provide electric energy to Members in a reasonable manner. The Cooperative, however, does not guarantee, insure or warrant that it will provide adequate, continuous, or non-fluctuating electric energy. Cooperative shall not be liable for damages for noncontinuous or fluctuating electric energy unless the damages, costs, or expenses are caused by the Cooperative's gross negligence or willful misconduct. The Cooperative's responsibility and liability for providing electric energy to Members terminates upon delivery of electric energy to Members location at the point of demarcation as defined in the Cooperative's ***Service Rules and Regulations***. In case of emergency, or as requested by government or emergency officials or representatives, the Cooperative may interrupt the delivery of electric energy to Members.

Except as otherwise provided in these Bylaws, a person or Entity may not become or remain a Member of the Cooperative if the person resides at, engages in a business at, owns, controls, or otherwise occupies a residence, office, building, premise, structure, facility, or other location, the provision of a Cooperative service to said location is the basis of Membership, and which location is or was:

(1) Occupied by a second Person, who (A) is a Member, other than a Joint Member; or (B) owes the Cooperative for a Cooperative service provided to the location, if the first Person occupied the location when the Cooperative provided the Service; or

(2) Previously occupied by an Entity owned or controlled by the Person, which Entity owes the Cooperative for a Cooperative service provided to or for the location.

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 of 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 ***Service Rules & Regulations*** adopted by the Board of Directors, but only if such Members shall have been given written notice by the Cooperative that such failure makes Member liable for expulsion and such failure shall have continued for at least ten (10) 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 Membership at any annual or special meeting of the Members.

c. Upon the withdrawal, cessation of purchase of electric energy, cessation of existence, or expulsion of a Member, the Membership of such Member shall thereupon terminate. Upon death of an individual Member, the Membership terminates and Cooperative must have a new Member to continue electric service at the deceased Member's premises location, which transitioning process may be defined by the Cooperative in the ***Service Rules & Regulations***.

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 or security deposit made by him provided, however, that the Cooperative shall deduct from the amount of the Membership fee and security deposits the amount of any debts or obligations owed by the Member to the Cooperative.

ARTICLE II - RIGHTS AND LIABILITIES OF MEMBERS
SECTION 1. Property Interest of Members

Upon dissolution, after

a. All debts and liabilities of the Cooperative shall have been paid, and

b. All capital furnished through patronage shall have been retired as provided in these ***Bylaws***, the remaining property and assets of the Cooperative shall be distributed among Members and former Members in the proportion which the aggregate patronage of each bears to the total patronage of all Members during the ten (10) years next preceding the date of the filing of the certificate of dissolution.

SECTION 2. 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.

ARTICICLE III – MEETINGS OF MEMBERS

SECTION 1. Annual Meeting of Members

There shall be an Annual Meeting of Members held each year. The Annual Meeting shall be held at the City of Reynolds, in the County of Taylor, State of Georgia, and in Houston County on an alternating basis, on any day in October and at such place and time within said City and County as designated by the Board of Directors. The Annual Meeting shall be 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 Cooperative. Members may not act without a Member meeting.

SECTION 2. Notice of Annual Meeting

Written or printed notice of Annual Meeting of Members shall be given to each Member not less than fourteen (14) days before date of said meeting. Members may affirmatively elect to receive all notices by electronic means. Said election shall be given to the Cooperative in written form signed by the Member or in electronic form with an e-signature attached. Said notice shall state place, the day and hour of the meeting; the director posts to be filled and term of each; and show separately the nominations made by 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 Member's address as it

appears on the Cooperative's records 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 Members

Special meetings of Members may be called by the majority of the directors or upon a 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 at Reynolds, Taylor County, Georgia.

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 meeting date, either personally or by mail. (As to amending ***Bylaws***, see ARTICLE XII.)

SECTION 5. Quorum for Members' Meetings

One percent (1%) of Members to whom official meeting notice is given, present in person or by proxy as defined in ARTICLE III, SECTION 7, or who have voted by mail ballot, shall constitute a quorum for transaction of business at all Membership meetings. In case of Joint Membership, presence at a meeting of either married person, or both, shall be regarded as presence of one Member. If less than a quorum is present at any meeting, a majority of those present in person or represented by proxy as provided in ***Bylaws*** may adjourn meeting from time to time without further notice.

SECTION 6. Voting at Member Meetings

Prior to any duly called Membership meeting, there shall be printed and mailed in a hard copy or electronic form to all Members not less than fourteen (14) days prior to meeting, ballots for director elections and for voting on any other agenda item authorized by the Board of Directors. Printed instructions and an explanation as to when and where ballot shall be returned will be included and shall be delivered in hard copy or electronic form. Ballots shall be received by the Cooperative no later than close of business on the last day prior to Annual Meeting. Ballots may also be cast at Annual Meeting as authorized and directed by the Board of Directors. Proof of identification may be required. Each Member shall be entitled to one (1) vote upon each matter submitted to a vote at any Member meeting. Each Joint Membership shall be entitled to one (1) vote. Except as allowed below, there shall be no proxy voting. At all Member

meetings, a majority of Members voting upon any question shall decide the issue except as otherwise provided by law, ***Articles of Incorporation***, or ***Bylaws***.

In the event of a contested director election where there are more than two candidates running for one Board of Directors seat, and when one of the candidates does not receive more than fifty percent (50%) of the votes cast, a run-off election of the two candidates receiving the most votes shall be held by mail or electronic ballot only and no Member meeting shall be held for the run-off election. Mail balloting shall be held in the same manner as notice is delivered and director elections voting by mail is held for the Annual Meeting. The votes shall be confirmed and tabulated by the Credentials and Elections Committee and the results announced to the Membership by publication or electronic or regular mail.

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

SECTION 7. Proxies at Member Meetings

There shall be no voting by proxy except that a husband or wife may hold or exercise a proxy for his or her spouse and identification may be required in order to cast a proxy vote.

SECTION 8. Order of Business at Annual Meeting

The order of business at the Annual Meeting of the Members, insofar as possible, shall be essentially as follows, except as otherwise determined by the Members at such meeting:

a. Report on the number of Members present in person or who voted by mail in order to determine 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 minutes of previous meetings of the Members.

d. Presentation and consideration of reports of officers and committees.

e. Election of Board Members.

f. Unfinished business.

g. New business.

h. Adjournment.

The Attorney shall preside over the election of Directors or at any other time and at any meeting, as directed by the Chairman of the Board of Directors. 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***.

SECTION 9. Order of Business at Special Meetings

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

SECTION 10. Credentials and Election Committee

The Board of Directors shall, at least sixty (60) days before any Annual Meeting of the Members or prior to any special meeting of the Members, appoint a Credentials and Election Committee. The Committee shall consist of Members of Flint Electric Membership Corporation , not less than seven (7) nor more than eleven (11) who are not Members of the Nominating Committee or existing Cooperative employees, agents, officers, Directors, or known candidates for Director, and who are not Close Relatives (as defined in these ***Bylaws***). In appointing the Committee, the Board of Directors shall take into account the equitable representation of several areas served by the Cooperative. The Board of Directors shall appoint the Chairman and the Committee shall elect a Secretary prior to Member meeting. It shall be the responsibility of the Committee to establish or approve, consistent with these Bylaws, the manner of conducting Member registration and any ballot or other voting, to pass upon all questions that may arise with respect to the registration of Members in person, or by proxy, to count all ballots or other votes cast in any election or in any other matter, to rule upon the effect of any ballots or other vote irregularly or indecisively marked or cast, to rule upon all other questions that may arise relating to Member voting and the election of Directors (including but not limited to the validity of petitions of nomination or the qualifications of candidates and the regularity of the nomination and election of Directors), and to pass upon any protest or objection filed with respect to any election or to conduct affecting the results of any election. In the exercise of its responsibility, the Committee shall have available to it the advice of counsel provided by the Cooperative. In the event a protest or objection is filed concerning any election,

such protest or objection must be filed during, or within three (3) business days following adjournment of the meeting in which the voting is conducted or within three (3) business days after the results of a runoff election are announced. The committee shall thereupon be reconvened, upon notice from its chairman, not more than seven (7) days after such protest or objection is filed. The Committee shall hear such evidence as is presented by the protestor(s) or objector(s), who may be heard in person, by counsel, or both, and any opposing evidence; and the Committee, by a vote of a majority of those present and voting, shall, within a reasonable time, but not later than ten (10) days after such hearing, render its decision, the result of which may be to affirm the election, to change the outcome, thereof, or to set it aside. The Committee may not affirmatively act on any matter unless at least seven (7) Members of the Committee are present. The Committee's decision (as reflected by a majority of those actually present and voting) on all matters covered by this Section shall be final. Without limiting the foregoing duties and prerogatives of the Committee, on request of the person presiding at the meeting of the Members or on the request of any Member entitled to vote thereat, such Committee shall make a report in writing of any challenge, questions, count, or matter determined by the Committee and execute a certificate of any fact found by them. Any such report or certificate made by them shall be prima-facie evidence of the facts stated and of the vote as certified by them.

SECTION 11. Director Candidate Biographies in Official Notice

Each Member seeking a directorship shall be given an opportunity to include in the OFFICIAL NOTICE a short biographical sketch authorized by the Board of Directors.

ARTICLE IV – DIRECTORS

SECTION 1. General Power 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 ***Articles of Incorporation*** of the Cooperative or by these ***Bylaws*** conferred upon or reserved to Members.

SECTION 2. Directors Shall be Chosen As Follows:

AREA II:	Taylor, Talbot, Schley, Harris, Marion, Muscogee, and Chattahoochee counties: Two (2) Directors
AREA III:	Macon, Dooly, and Sumter counties: One (1) Director
AREA IV:	Houston, Bibb, and Twiggs counties: Four (4) Directors
AREA V:	Crawford, Monroe, and Upson counties: One (1) Director
AREA VI:	Peach County: One (1) Director

Each director shall be a resident of the area represented.

SECTION 3. Tenure and Election of Directors

Each Director shall be elected for a three (3) year term at the Annual Meeting and shall serve until expiration of the term or until a successor has been qualified and elected. The Election of Directors shall be staggered between the different Areas and Posts as set forth by the following guide.

GROUP 1:	GROUP 2:	GROUP 3:
Area III (Post 1)	Area II (Post 1)	Area II (Post 2)
Area V (Post 1)	Area IV (Post 1)	Area IV (Post 2)
Area IV (Post 3)	Area VI (Post 1)	
Area IV (Post 4)		

The base year for Group 3 shall be 1960.

In addition, the Members, at each Annual Meeting shall fill any vacancy on the Board of Directors that may have occurred during the previous year. The term of any vacancy so filled shall coincide with term of the directorship so vacated. If the election of Directors shall not be held on a day designated for any Annual Meeting, or any adjournment thereof, the Board of Directors shall cause the election to be held as soon thereafter as conveniently may be. Failure to hold the Annual Meeting at designated time shall not work a forfeiture or dissolution of the Cooperative.

SECTION 4. Qualifications for Directors

No Member shall be eligible to become or remain a director who is not a Member in Good Standing. A Member in Good Standing meets the following minimum qualifications:

1. A candidate must be a citizen of the United States and a Bona Fide Resident of the Area in which the election to the Board is sought or nominated and must have been a Bona Fide resident of said area for a period of 12 months prior to nomination by the Nominating Committee or nomination by petition when voted upon by the Credentials and Elections Committee.

2. A candidate or Director must be competent to legally enter into a contract in the State of Georgia.

3. A candidate or Director must not hold any office elected by the general electorate in any governmental entity or other Electric Cooperative.

4. A candidate or Director must not be employed by or financially interested in any other Entity that distributes electric energy competing with the Cooperative.

5. A candidate or Director must not have had electric service disconnected for non-payment two (2) times in the preceding twelve (12) months. For a candidate, twelve months shall be the twelve months prior to nomination by the Nominating Committee or nomination by petition when voted upon by the Credentials and Elections Committee.

6. A Director or candidate must not have been convicted and sentenced for any felony involving moral turpitude under the laws of the State of Georgia or any other state, when the offense is also a felony in this state, unless restored to all rights of citizenship by a pardon from the State Board of Pardons and Paroles.

7. A Director or candidate may not be a person of unsound mind or person who, from advanced age or bodily infirmity, is unfit to discharge the duties of a Board of Directors Members.

8. A candidate may not have been an employee of the Cooperative within three (3) years of nomination by the Nominating Committee or nomination by petition when voted upon by the Credentials and Elections Committee.

9. A Director or candidate may not be a Close Relative of any Cooperative employee.

SECTION 5. Nomination of Directors

The Board of Directors shall appoint, not less than one hundred and twenty (120) days before the Membership meeting date at which Directors are elected, a Nominating Committee consisting of not less than five (5) nor more than twelve (12) Members who shall be selected so as to give equitable committee representation to the geographical areas the Cooperative serves. No officer, Director, or Close Relative of a Director, shall be appointed to Committee. The Committee shall meet, complete its nominations, and prepare and post at the Cooperative's principal office at least sixty (60) days before the meeting, a list of Director nominations. One percent (1%) of Members may make other nominations in writing over their signatures not less than sixty (60) days prior to the meeting. The Secretary shall post these nominations at the same place where the Committee's nominations are posted. Persons nominated by the Committee and by petition shall be placed on the ballot. The Secretary shall give notice to Members of the number of Directors to be elected and their respective post and shall show separately the nominations made by the Committee, if any. There

will be no nominations from the floor. Notwithstanding anything in this Section, failure to comply with any of this section's provisions shall not affect in any manner whatsoever the validity of any election of Directors.

SECTION 6. Removal of Directors and Officers

Any Member may bring charges against an officer or Director for malfeasance, misfeasance, 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 meeting of the Members. The Director or officer against whom such charges have been brought shall be informed in writing of 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 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 7. Vacancies on Board of Directors

Subject to the provisions of these ***Bylaws*** with respect to removal of Directors, vacancies occurring on the Board of Directors shall be filled by a majority vote of the remaining Directors and Directors thus elected shall serve until the next Annual Meeting of the Members or until their successors shall have been qualified and shall have been elected.

SECTION 8. Compensation of Directors

Directors as such shall not receive any salary for their services, but by resolution of the Board of Directors, a fixed sum and expenses-of-attendance, if any, may be allowed for attendance at each meeting of the Board of Directors; provided, however, that Directors be paid per diem and actual expenses incurred while on business representing the Cooperative as approved by the Board of Directors.

SECTION 9. Emeritus Director

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

The title of "Emeritus Director" shall be contingent upon remaining a Member of the Cooperative, and for the retired Director's life, or until such time as the

Board of Directors may determine that the title be discontinued by a two-thirds (2/3s) majority of the Board of Directors. The "Emeritus Director" as aforesaid shall receive per diem and/or mileage where given specific assignments by the Board of Directors and in such cases the "Emeritus Director" shall receive per diem and mileage in an amount to be determined by the Board of Directors.

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

The creation of the title of "Emeritus Director" shall be for and in recognition of long and meritorious service rendered by the "Emeritus Director" to the Members of the Cooperative while serving as a Member of the Board of Directors of said Cooperative. "Emeritus Directors" serving, as aforesaid, shall to the extent available be entitled to and shall have all benefits of insurance protection and other insurance and/or retirement privileges as were theirs during the time, or any part of the time, they were in active service as a Member of the Board of Directors.

ARTICLE V – MEETINGS OF THE BOARD OF DIRECTORS

SECTION 1. Regular Meetings of the Board of Directors

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 of Directors shall also be held monthly at such time and place as determined by the Board of Directors. A Director missing three (3) consecutive meetings automatically terminates the directorship unless said absence is deemed excusable by the Board of Directors.

SECTION 2. Special Meetings of the Board of Directors

Special meetings of the Board of Directors may be called by the President or any three (3) Directors. Special meetings of the Board may be held by telephonic or other electronic means when circumstances exist that would make in person meetings impracticable or if a quorum cannot be obtained.

SECTION 3. Notice for Special Meetings of the Board of Directors

Notice of time, place, and purpose of any special meeting of the Board of Directors shall be given at least five (5) days previous thereto, by written notice, delivered personally, electronically with confirmation of delivery or by first class mail, to each Director's last known address. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail so addressed with postage thereon prepaid.

SECTION 4. Quorum for Board Meetings

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. (As to amending ***Bylaws*** see ARTICLE XII.)

SECTION 5. Manner of Acting at Board Meetings

Meetings of the Board of Directors and transactions of business will be governed by ***Robert's Rules of Order***.

ARTICLE VI – OFFICERS

SECTION 1. Number of Officers

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

SECTION 2. Election and Term of Office of Officers

The officers shall be elected by secret ballot, annually, by and from the Board of Directors, at the meeting of the Board of Directors held immediately after the Annual Meeting of the Members. A majority of those Directors present shall be required for the election of an officer. If more than two (2) persons receive votes with no one person receiving a majority, then there shall be a run-off between the two (2) persons receiving the most votes. In case of a tie, the balloting will continue until one of the persons receives a majority vote. Each officer shall hold office until the first meeting of the Board of Directors following the next succeeding Annual Meeting of the Members or until a successor shall have qualified and shall have been elected.

SECTION 3. Removal of Officers

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

SECTION 4. Vacancies of Officers

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

SECTION 5. Chairman

The Chairman:

a. Shall be the principal officer of the Cooperative and shall preside at all meetings of the Members and the Board.

b. May sign, with the Secretary, any deeds, mortgages, deeds of trust, notes, bonds, contracts or other instruments authorized by the Board of Directors to be executed, except in cases in which the signing and execution thereof shall be expressly delegated by the Board of Directors or by these ***Bylaws*** to some other officer or agent of the Cooperative, or shall be required by law to be otherwise signed or executed;

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

SECTION 6. Vice Chairman

In 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 restrictions upon the Chairman. The Vice-Chairman shall also perform such other duties as from time to time may be assigned by the Board of Directors.

SECTION 7. Secretary

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

a. Keeping the minutes of the Meetings of the Members and of the Board of Directors in book or read only electronic format 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 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.

SECTION 8. Treasurer

Treasurer shall be responsible for insuring that the following duties are performed:

a. Custody of all funds and securities of the Cooperative;

b. The receipt and the issuance of receipts for all monies due and payable to the Cooperative and for the deposit of all such monies in the name of the Cooperative in such bank or banks as shall be selected in accordance with the provisions of these ***Bylaws***, and general performance of all duties incident to office of Treasurer and such other duties as from time to time may be assigned Treasurer by the Board of Directors. At the pleasure of the Board of Directors, the office of Secretary/Treasurer may be combined.

SECTION 9. Assistant Secretary

There shall be an Assistant Secretary responsible for performing the duties of Secretary should the Secretary be unavailable. If the office of Secretary/Treasurer is combined, then this officer should be Assistant Secretary/Treasurer.

SECTION 10. Reports from Officers

The Chairman, Secretary and Treasurer of the Cooperative shall submit at each Annual Meeting of the Members reports covering Cooperative business of the Cooperative for the previous fiscal year and showing the condition of the Cooperative at the close of such fiscal year.

SECTION 11. Executive Committee

Except as otherwise provided by the Board, there is established:

(1) a Board executive committee is composed of the Chairman, Vice-Chairman, Secretary, Treasurer, Assistant Secretary and Assistant Treasurer ("Board Executive Committee") and may act by a majority of its Members; and

(2) the Board Executive Committee shall exercise the duties of the Board of Directors in emergency or exigent circumstances between meetings of the Board of Directors but shall report to the remainder of the Board their actions for ratification at the next Board of Directors meeting; shall consult with the President/CEO on the agenda for Board meetings; shall be the committee for all personnel matters concerning the President/CEO; and shall be the sounding board for the President/CEO in matters affecting the Cooperative staff and Membership.

(3) The Executive Committee shall not be authorized to (a) amend the ***Articles of Incorporation*** or these ***Bylaws***; (b) Adopt a plan of merger or consolidation; (c) Sell, Lease, exchange, or other disposition of all or substantially all of the property and assets of the Cooperative; or (d) make a voluntary dissolution of the Cooperative or a revocation thereof.

SECTION 12. Audit Committee

Except as otherwise provided by the Board, there is established an audit committee that is directly responsible for appointing, compensating, receiving reports from and overseeing the work of any registered public accounting firm employed by the Cooperative, including resolving disagreements between management and the auditor regarding financial reporting, for the purpose of preparing or issuing audit reports or related work, and each public accounting firm must report directly to the Audit Committee ("Board Audit Committee"). The Board Audit Committee shall establish procedures for: (1) the receipt, retention, and treatment of complaints received by the Cooperative regarding accounting, internal accounting controls, or auditing matters; and (2) the confidential, anonymous submission by employees of the Cooperative of concerns regarding questionable accounting of auditing matters. Each Member of the Board Audit Committee shall be appointed by the Chairman who shall serve in an ex-officio capacity to the Board Audit Committee. The Board Audit Committee may engage independent counsel and other advisers, as it deems necessary to carry out its duties.

ARTICLE VII – 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

Cooperative accounts shall be established and maintained in such form, subject to contractual obligations of the Cooperative, as the Board may prescribe. The Board shall also, after the close of each fiscal year, cause to be made by a certified public accountant a full and complete audit of accounts, books, and financial condition of the Cooperative as of the end of such fiscal year. An audit report shall be submitted to Members at each 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, or employees, 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 and shall be contained in the Minutes of Board of Directors meetings.

SECTION 5. Checks, Drafts, Etc.

All checks, drafts, or other orders for payment of money, and all notes, bonds, or other evidences of indebtedness issued in the name of the Cooperative shall be signed and/or countersigned by such officer 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

In the event the Cooperative proposes any change in rates charged by the Cooperative, the Cooperative shall give written notice, in hard copy or electronic form, to the appropriate federal, state and local governmental agencies as required by the applicable statues and regulations in effect at the time said rate change is proposed.

ARTICLE VIII – NON PROFIT OPERATION

SECTION 1. Interest or Dividends on Capital Prohibited

Cooperative shall at all times be operated on a cooperative, not-for-profit basis for mutual benefit of its Members. No interest or dividends shall be paid or payable by Cooperative on any capital furnished by its Members.

SECTION 2. Patronage Capital in Connection with Furnishing Electric Energy

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

Notwithstanding the above, the Board of Directors, at its discretion, may allocate Capital Credits for an individual Member, or class of Members based upon rates and cost-of-service for that Member or class.

In the event of dissolution or liquidation of Cooperative, after all outstanding indebtedness of the Cooperative shall have been paid, outstanding Capital Credits shall be retired without priority on a pro-rata basis before any payments are made on account of property rights of Members. If, at any time prior to dissolution or liquidation, the Board of Directors shall determine that the financial condition of the Cooperative will not be impaired thereby, the capital then credited to Members' accounts may be retired in full or in part. Any such retirements of capital shall be made in such manner as the Board of Directors may in their sole discretion from time to time determine.

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

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 the Members are bound by such contract as fully as though each Member had individually signed a separate instrument containing such terms and provisions.

Notwithstanding any other provisions of these ***Bylaws***, the Cooperative may set off the Capital Credits of a Member against the indebtedness of the Cooperative of said Member in an amount equal to the indebtedness plus interest on said principal indebtedness accruing at the highest legal rate allowed by law until such time as Capital Credits have been retired sufficiently to pay said debt.

To secure a Member's obligation to pay amounts owed to the Cooperative, including any compounded interest and late payment fees, and in return for the Cooperative providing electric energy and any other Cooperative service to the Member, the Cooperative shall be granted a security interest in capital credits allocated to the Member. The Member authorizes the Cooperative to perfect this security interest by filing a financing statement as allowed by law. The security interest provided for herein shall be approved or authorized by the Member through the execution or acknowledgment of the Member agreement and by taking energy or any other Cooperative service.

Notwithstanding any other provisions of these ***Bylaws***, the Board of Directors shall determine the time, manner and method for retirement and payment of allocated Capital Credits, with consideration given to the financial stability of the Cooperative.

SECTION 3. Patronage Refunds in Connection with Purchasing Electric Energy, Goods and Other Services

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

ARTICLE IX – MISCELLANEOUS

SECTION 1. Waiver of Notice

Any Member or board Member may waive in writing any notice of a meeting required to be given by these ***Bylaws***. The attendance of a Member or board Member at any meeting shall constitute a waiver of notice of such meeting by such Member or board Member, except in the case a Member or board Member shall attend a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting has not been lawfully called or convened.

SECTION 2. Policies, Rules and Regulations

The Board of Directors shall have power to make and adopt such policies, ***Service Rules & Regulations***, not inconsistent with law, ***Articles of Incorporation***, or these ***Bylaws***, as it may deem advisable for the management of the business and affairs of the Cooperative.

SECTION 3. Area Coverage

The Board shall make diligent effort to see that electric service is extended to all unserved persons within the Cooperative service area who (a) desire such service, and (b) meet all reasonable requirements established by the Cooperative as a condition of such service.

SECTION 4. President/CEO

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

SECTION 5. Bonds of Officers

Any Cooperative officer or agent, or employee of the Cooperative charged with responsibility for the custody of any funds or property shall be bonded in such sum and with such surety as the Board of Directors shall determine, and the bond shall be paid by the Cooperative.

SECTION 6. Compensation

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

SECTION 7. Articles of Incorporation

Any Member wishing to have the ***Articles of Incorporation*** amended may submit the proposed amendment to the Board of Directors or to any meeting of the Members. The Board of Directors may accept or reject the proposed amendment. If the Board accepts the amendment, the Board will then be guided by OCGA 46-3-361 and the other laws of the State of Georgia in proceeding to amend the ***Articles of Incorporation***. Any resolution presented to a meeting of Members shall lay on the table until the next meeting of the Members, at which time the said resolution shall be voted on by the Members after having been given appropriate notice as set forth in OCGA (Official Code of Georgia Annotated) 46-3-361.

SECTION 8. Governing Law

These Bylaws must be governed by, and interpreted under, the laws of the State of Georgia.

SECTION 9. Titles and Headings

Titles and Headings of these Bylaw articles, sections and subsections are for convenience and reference, and do not affect the interpretation, construction, or application of a Bylaw article, section, or subsection.

SECTION 10. Partial Invalidity

When reasonably possible, every bylaw article, section, subsection, paragraph, sentence, clause, or provision (collectively, "Bylaw Provision") must be interpreted in a manner by which the Bylaw Provision is valid. The invalidation of a Bylaw Provision by an Entity possessing proper jurisdiction and authority, which invalidation does not alter the fundamental rights, duties, and relationship between the Cooperative and Members, does not invalidate the remaining Bylaw provisions.

SECTION 11. Cumulative Remedies

The rights and remedies provided in these Bylaws are cumulative. The Cooperative or a Member asserting a right or remedy provided in these Bylaws does not preclude the Cooperative or Member from asserting other rights or remedies provided in these Bylaws.

SECTION 12. Entire Agreement

Between the Cooperative and a Member, the Governing Documents:

(1) constitute the entire agreement; and (2) supersede and replaces a prior or contemporaneous oral or written communication or representation.

SECTION 13. Waiver

The failure of the Cooperative to assert a right or remedy provided in theses Bylaws does not waive the right or remedy provided in these Bylaws.

SECTION 14. Lack of Notice

The failure of a Member or Director to receive notice of a meeting, action, or vote does not affect, or invalidate, an action or vote taken by the Members or the Board.

SECTION 15. Assignment.

Members' rights and obligations are not assignable without the written consent of the Cooperative.

ARTICLE X – DISPOSITION OF PROPERTY

Cooperative may not sell, mortgage, lease or otherwise dispose of or encumber any of its property other than:

a. Property which in the judgment of the Board of Directors neither is nor will be necessary or useful in operating and maintaining the Cooperative system and facilities; provided, however, that all sales of such property shall not in any one (1) year exceed in value ten percent (10%) of the value of all of the property of the Cooperative.
b. Services of all kinds, including electric energy; and
c. Personal property acquired for resale unless such sale, mortgage, lease or other disposition or encumbrance is authorized at a meeting of the Members by the affirmative vote of at least two-thirds (2/3s) and the notice of such proposed sale, mortgage, lease or other disposition or encumbrances shall have been contained in the notice of meeting; provided, however, that notwithstanding anything herein contained, the Board of Directors without authorization by the Members shall have full power and authority: **(1)** To borrow money from the United States of America or any agency or instrumentality thereof, and **(2)** To borrow money from a national financing institution organized on a cooperative plan for the purpose of financing its Members' programs, projects, and undertakings, in which the Cooperative holds Membership; and **(3)** To borrow money from any other entity acceptable to the Board of Directors and in connection with such borrowing, to authorize the making and issuance of bonds, notes, or other evidences of indebtedness and to secure the payment thereof; to authorize the execution and delivery of a mortgage

or mortgages, or deed or deeds of trust upon, to pledging or encumbrancing of any or all the property assets, rights, privileges, licenses, franchises, and permits of the Cooperative, whether acquired or to be acquired, and wherever situated, all upon such items and conditions as the Board of Directors shall determine.

ARTICLE XI – SEAL

The corporate seal of the Cooperative shall have inscribed thereon the name of the Cooperative and the words "Corporate Seal, Georgia".

ARTICLE XII – AMENDING BYLAWS

The Board of Directors may amend, alter or repeal ***Bylaws,*** except those ***Bylaws*** affecting election of the Board of Directors and calling of regular and special meetings of Members of the Cooperative, by an affirmative vote of not less than two-thirds (2/3s) 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 or regular and special meetings of the Members of the Cooperative may be altered, amended, or repealed by a majority vote of Members voting at an Annual Meeting or special meeting in person or by mail ballot, as applicable, provided the Members have had at least fourteen (14) days' notice of the proposed change prior to the meeting.

ARTICLE XIII – INDEMNIFICATION

The Board of Directors shall have the power to indemnify officers, Directors, employees and agents of the Cooperative and to purchase and maintain liability insurance on their behalf as allowed by the laws of the State of Georgia.