Nondiscrimination Statement

De acuerdo con la ley federal de derechos civiles y las reglamentaciones y politicas de derechos civiles del Departamento de Agricultura de Estados Unidos (U.S. Department of Agriculture, USDA), se prohibe al USDA, sus agendas, oficinas y empleados, e instituciones que participan o administran los programas del USDA, discriminar por motivos de raza, color, origen nacional, religion, genera, identidad de genera (incluidas las expresiones de genera), orientaci6n sexual, discapacidad, edad, estado civil, estado familiar/parental, ingresos derivados de un programa de asistencia pOblica, creencias politicas, o reprimendas o represalias por actividades previas sobre derechos civiles, en cualquier programa o actividad llevados a cabo o financiados por el USDA (no todas las bases se aplican a todos los programas). Las fechas limite para la presentaci6n de remedios y denuncias varian segun el programa o el incidente.

Las personas con discapacidades que requieran medios alternativos de comunicacion para obtener informaciOn sobre el programa (por ej., Braille, letra grande, cinta de audio, lenguaje americano de sefias, etc.) deberan comunicarse con la Agenda responsable o con el Centro TARGET del USDA al (202) 720-2600 (voz y TTY) o comunicarse con el USDA a traves del Servicio Federal de Transmisiones al (800) 877-8339. Asimismo, se puede disponer de informaci6n del programa en otros idiomas ademas de ingles.

Para presentar una denuncia por discriminacion en el programa, complete el Formulario de denuncias por discriminaci6n en el programa del USDA, AD-3027, que se encuentra en linea en http://www.ascr.usda.gov/complaint filing cust.html, o en cualquier oficina del USDA, o escriba una carta dirigida al USDA e incluya en la carta toda la informaci6n solicitada en el formulario. Para solicitar una copia del formulario de denuncias, llame al (866) 632-9992. Envie su formulario connpletado o su carta al USDA por los siguientes medios:

(1) correo: 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; o

(3) correo electronico: proqram.intakeusda.qov.

El Departamento de Agricultura de Estados Unidos (USDA) es un proveedor, empleador y prestador que ofrece igualdad de oportunidades.

BYLAWS OF OCMULGEE ELECTRIC MEMBERSHIP CORPORATION

ARTICLE I

MEMBERS

Section 1. Qualifications and Obligations. Any person, firm or corporation or body politic in rural areas, as now or hereafter defined by law, who, or which, is not receiving electric service from any corporation subject to the jurisdiction of the Georgia Public Service Commission or from any municipal corporation, may become a member in this Cooperative by:

(a) Paying the membership fee hereinafter specified;

(b) Using and agreeing to use electric energy, or as the case may be, the facilities, supplies, equipment and service furnished by the Cooperative;

(c) Agreeing to comply with and be bound by the Articles of Incorporation of this Cooperative and these bylaws and any amendments thereto and such rules and regulations as may from time to time be adopted by the Board of Directors;

provided, however, that no person, firm, corporation or body politic shall become a member unless and until he or it has been accepted for membership by the Manager (Revised May 17, 1989) or by the Board of Directors or the members. At each meeting of the members all applications received more than ninety (90) days prior to such meeting and which have not been accepted by the Board of Directors shall be submitted by the Board of Directors to such meeting of the members and, subject to compliance by the applicant with the conditions set forth in subdivisions (a), (b), and (c) of this section, such applications for membership may be accepted by a vote of the members at such meeting. The Secretary

shall give any such applicant at least (l0) days prior notice of the date of the members' meeting to which his application will be submitted and such applicant may be present and heard at the meeting. No person, firm, corporation, or body politic may own more than one (1) membership in the Cooperative. (Revised April 21, 1993)

A husband and wife may jointly become a member and their application for a joint membership may be accepted in accordance with the foregoing provisions of this section provided the husband and wife comply jointly with the provisions of the above subdivisions (a), (b), and (c).

Section 2. Membership Fee.
The membership fee shall be $5.00, payment of which shall make the member eligible for such service connections as he/she may need. At any time any member permits any indebtedness to the Cooperative to remain past due and unpaid for a period of thirty days, the Board of Directors by a proper resolution, may transfer the membership fee to the payment of the unpaid bill, or so much of the membership fee as may be necessary to pay off and discharge the bill. Such action on the part of the Board of Directors shall automatically expel any member, and service by the Cooperative to him shall be immediately discontinued. If the indebtedness to the Cooperative is less than the membership fee, the difference between the amount of the membership fee and the amount of such indebtedness, shall be refunded to the expelled member. If at any time a member moves away from the lines of the Cooperative or the Cooperative is unable to furnish electric service to a member, the membership fee shall be refunded upon resignation of such member and the surrender of his membership certificate. In the case of the death of a member, his membership fee shall be refunded to the person lawfully entitled to receive the same upon surrender of the membership certificate.

Section 3. Purchase of Electric Energy.
Each member shall, as soon as electric energy shall be available, purchase from this Cooperative all electric energy used on the premises specified in his application for membership, and shall pay therefor monthly at rates which shall from time to time be fixed by the Board of Directors; provided, however, that the Board of Directors may limit the amount of electric energy which the Cooperative shall be required to furnish

to any one member. 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 these bylaws. Each member shall pay to the Cooperative such minimum amount per month 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 by him to the Cooperative as and when the same shall become due and payable.

Section 4. Non-Liability for Debts to the Cooperative.
The private property of the members of the Cooperative shall be exempt from execution for the debts of the Cooperative and no members shall be individually liable or responsible for any debts or liabilities of the Cooperative.

Section 5. Expulsion of Members.
The Board of Directors of the Cooperative may, by the affirmative vote of not less than two-thirds (2/3) of the members thereof, expel any member who shall have violated or refused to comply with any of the provisions of the Articles of Incorporation of the Cooperative or these bylaws or any rules or regulations adopted from time to time by the Board of Directors. Any member so expelled may be reinstated as a member by a vote of the members at any annual or special meeting of the members. The action of the members with respect to any such reinstatement shall be final.

Section 6. Withdrawal of Membership.
Any member may withdraw from membership upon payment in full of all debts and liabilities of such member to the Cooperative and upon compliance with such terms and conditions as the Board of Directors may prescribe.

Section 7. Transfer and Termination of Membership.

(a) Membership in the Cooperative and a certificate representing the same shall not be transferable, except as hereinafter otherwise provided, and upon the death, cessation of existence, expulsion or withdrawal of a member the membership of such member shall thereupon terminate, and the certificate of membership of such member shall be surrendered forthwith to the Cooperative. Termination of membership in any manner shall

not release the member from the debts or liabilities of such member to the Cooperative.

(b) A membership may be transferred by a member to himself or herself and his or her spouse, as the case may be, jointly upon the written request of such member and compliance by such husband and wife jointly with the provisions of subdivisions (b) and (c) of Section 1 of this Article. Such transfer shall be made and recorded on the books of the Cooperative and such joint membership noted on the original certificate representing the membership so transferred.

(c) When a membership is held jointly by a husband and wife, upon the death of either such membership shall be deemed to be held solely by the survivor with the same effect as though such membership had been originally issued solely to him or her, as the case may be, and the joint membership certificate may be surrendered by the survivor and upon the recording of such death on the books of the Cooperative the certificate may be reissued to and in the name of such survivor; and provided, however, that the estate of the deceased shall be released from any membership debts or liabilities to the Cooperative.

Section 8. Removal of Directors and Officers.
Any member may bring charges against any officer or director by filing them in writing with the Secretary, together with a petition signed by ten per centum (l0%) of the members, requesting the removal of the officer or director in question. The removal shall be voted upon at the next regular or special meeting of the members and any vacancy created by such removal may be filled by the members at such meeting. The director or officer against whom such charges have been brought shall be informed in writing of the charges previous to the meeting and shall have an opportunity at the meeting to be heard in person or by counsel and to present evidence; and the person or persons bringing the charges against him shall have the same opportunity.

Section 9. Furnishing Right-of-Way as a Condition of Membership.

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 any member, and in accordance with such reasonable terms and conditions, as the Cooperative shall require for the furnishing of electric service to such member or other members or for the construction, operation, maintenance or relocation of the Cooperative's electric facilities.

If any member contests the location of a right-of-way selected by the Cooperative the same shall be referred to the Right-of-Way Location Committee, hereinafter provided for, for resolution. Any contest of the right-of-way shall be filed in writing with the Manager of the Cooperative who shall call a meeting of the Right-of-Way Committee within ten (10) days and notice of the time, date and place of such hearing shall be given to the member in writing in person or by regular mail.

At the hearing before the Committee the Manager of the Cooperative or his representative, shall present to the Committee a sketch or map of the proposed right-of-way and the member contesting such proposed right-of-way present a sketch showing one or more alternate right-of-ways.

Either the Cooperative or the member affected may present professional engineers or other experts or the Committee on its own may call for experts to examine the proposed right-of-way and present evidence therefor. The Committee may at its discretion, personally inspect the proposed right-of-way or alternate thereto.

The Right-of-Way Location Committee shall be composed of five (5) members who shall be: the President of the Cooperative, the senior member of the Board of Directors of Bleckley County, Georgia, the senior member of the Board of Directors of Dodge County, Georgia, the senior member of the Board of Directors of Pulaski County, Georgia, and one member of the Cooperative appointed by the President. If the President of the Cooperative is also the senior member of the Board of Directors from his county, the next senior mem-

ber of such county shall serve. If any of the Committee is related by blood or marriage within the third degree (third cousins or closer) such member shall be disqualified and in the instance of the President or other members of the Board of Directors serving on the Committee the next senior member on the Board of Directors, regardless of county of residence shall serve and if the non-director member of the Committee is disqualified, the President shall appoint another member of the Cooperative to serve.

At all meetings of the Committee a majority of the Committee shall constitute a quorum and all actions taken by a majority of those members of the Committee present at a meeting shall be binding on the Cooperative and on the member." (Revised July 18, 1990)

ARTICLE II

MEETING OF MEMBERS

Section 1. Annual Meeting.
The annual meeting of the members shall be held on the Second Wednesday (Revised October 12, 1985) in October of each year, at such place within the County of Dodge, State of Georgia, as shall be determined by the Directors for the purpose of electing Directors, passing upon reports covering the previous fiscal year and transacting such other business as may come before the meeting. If the day fixed for the regular annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein for the annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members as soon thereafter as convenient may be. Failure to hold the annual meeting at the designated time shall not work a forfeiture or dissolution of the Cooperative.

Section 2. Special Meetings.
Special meetings of the members may be called by at least three (3) directors or upon a written request signed by at least ten per centum (10%) of all the members and it shall thereupon be the duty of the Secretary to cause notice of

such meeting to be given as hereinafter provided. Special meetings of the members may be held at any place within the County of Dodge in the State of Georgia specified in the notice of the special meeting.

Section 3. Notice of Members' Meetings.
Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose for which the meeting is called, shall be delivered not less than seven (7) nor more than fifteen (15) days before the date of the meeting, either personally or by mail, by or at the direction of the Secretary, or by the persons calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears on the records of this Cooperative, with postage thereon prepaid. In case of a joint membership notice given to either husband or wife shall be deemed notice to both members. The failure of any member to receive notice of an annual or special meeting of the members, shall not invalidate any action which may be taken by the members at any such meeting.

Section 4. Quorum.
As long as the total number of members does not exceed one thousand (1,000), at least ten per centum (10%) of the total number present in person shall constitute a quorum for the transaction of business at all meetings of the members. In case the total number of members shall exceed one thousand (1,000) then at least one hundred (100) of the members present in person shall constitute quorum for the transaction of business at all meetings of the members. In case of a joint membership the presence at a meeting of either husband or wife, or both, shall be regarded as the presence of one member. If less than a quorum is present at any meeting, a majority of those present in person may adjourn the meeting from time to time without further notice.

Section 5. Voting.
"Each member shall be entitled to one (1) vote and no more upon each matter submitted to a vote at a meeting of the members and such vote may be cast by the member or his or her spouse. No one else shall be eligible to cast such vote. If a husband and wife hold a joint membership, they shall jointly be entitled to one (l) vote and no more upon each matter submitted to a vote at a meeting for the members.

At all meetings of the members at which a quorum is present all questions shall be decided by a vote of the majority of the members voting thereon in person, except as otherwise provided above, by law, the articles of incorporation of the cooperative, or these bylaws. On all questions concerning the removal of a Director or the entire Board of Directors, an affirmative vote of a majority of the members of the cooperative is necessary to remove a Director or the entire Board of Directors." (Revised October 10, 1990 - Annual Meeting of Members).

Section 5A. Credentials and Elections Committee.
(a) The Directors of the Cooperative are charged with the responsibility of appointing a Credentials and Elections Committee composed of six (6) members of the Cooperative who are not officers or Directors of the Cooperative or candidates for such positions. This committee shall be responsible for the counting of all ballots or votes cast and for ruling on the effect of any ballots or votes irregularly marked or cast and on all other questions that may arise relating to member voting and the election of Directors, including, but not limited to, the validity of petitions of nomination or qualification of candidates and the regularity of the nomination and election of Directors. Any committee member related within the third degree of affinity or consanguinity computed according to the civil law, to any candidate for Director shall refrain from participating in any deliberation or vote of the committee concerning such candidate.

(b) On request of the person presiding at the meeting of the members or on the request of any member entitled to vote thereat, such committee shall make a report in writing of any challenge, question, count or matter determined by the committee and shall execute a certificate of any fact found by them. Any such report or certificate made by them shall be prima-facia evidence of the facts stated and of the vote as certified by them.

(c) The Credentials and Election Committee is responsible for handling the election of the Directors. This committee will run the voting machines and assist any member who needs voting assistance. (Revised October l4, l992 - Annual Meeting of Members)

Section 6. Proxies.
At all meetings of members, a member must vote in person. No member may vote by proxy.

Section 7. Order of Business.
The order of business at the annual meeting of the members, and so far as possible at all other meetings of the members, shall be essentially as follows:

1. Call of the roll.
2. Reading of the notice of the meeting and proof of the due publication or mailing thereof, or the waiver or waivers of notice of the meeting, as the case may be.
3. Reading of unapproved minutes of previous meetings of the members and the taking of necessary action thereon.
4. Presentation and consideration of, and acting thereon, reports of officers, directors and committees.
5. Election of Directors.
6. Unfinished business.
7. New business.
8. Adjournments.

ARTICLE III

DIRECTORS

Section 1. General Powers.
The business and affairs of the Cooperative shall be managed by a Board of nine (9) Directors which shall exercise all of the powers of the Cooperative except such are by law or by the Articles of Incorporation of the Cooperative or by those bylaws conferred upon or reserved to the members.

Section 2. Qualifications and Tenure.
At the annual meeting of the members held in 1943 nine (9) directors shall be elected by ballot, by and from the members, three (3) of whom shall serve for one year, three for two years and three for three years, or until their successors shall have been elected and shall have qualified, subject to the provisions of these bylaws with respect to the removal of

directors. At the annual meetings of the members held after 1943 three (3) directors shall be elected at each annual meeting of the members for a period of three (3) years or until their successors shall have been elected and shall have qualified, subject to the provisions of these bylaws with respect to the removal of directors. No member shall be eligible to become or remain a nominee for a Director or a Director of the Cooperative who does not have the capacity to enter into a legal or binding contract on the date of the election; or

(a) is not a member of the Cooperative and not a bona fide resident of the county represented; or

(b) is not receiving service from the Cooperative at his primary residence unless temporarily prevented from doing so by causes reasonably beyond such member's control. Provided, however, that any Director currently serving on the Ocmulgee EMC Board will be exempt from this requirement as long as he continues to serve and be re-elected; or

(c) is currently or has been within five (5) years before the date of the election an employee of the Cooperative, an employee or Director of a competing utility or enterprise, an employee or Director of an enterprise which regularly contracts with the Cooperative; or

(d) is a member of, employed by or financially interested in an enterprise or organization which competes with the Cooperative or regularly contracts with the Cooperative, except when such membership, employment or financial interest is, in the judgment of a majority of the disinterested Directors, so inconsiderable and incidental as not to pose a reasonable prospect of a conflict of interest (provided, however, that this determination shall be made by the Credentials and Election committee if the person is a potential nominee or candidate for the Director or if the disinterested Directors request the committee to rule); or

(e) has been convicted of a felony; or

(f) has failed to attend more than four (4) consecutive meetings of the Board, except when such absence is excused by a vote of the Board of Directors for reasonable cause, or who has failed to attend, for any reason, twelve (12) consecutive meetings of the Board, or who has been determined by the Credentials and Elections Committee to be incapable of fulfilling the duties of a Director; or

(g) has not been an active member of the Cooperative for six (6) months prior to the election; or

(h) has not been in good standing financially with the electric cooperative for a period of at least six (6) months prior to

election. (Revised October 14, 1998) (Revised October 14, 2015) (Revised October 11, 2017)

When a membership is held jointly by a husband and wife, either one, but not both, may be elected a director, provided, however, that neither one shall be eligible to become or remain a director or to hold a position of trust in the Cooperative unless both shall meet the qualifications herein above set forth. Nothing in this section contained, shall, or shall be construed to, affect in any manner whatsoever the validity of any action taken at any meeting of the Board of Directors.

Section 3. Nominations.

It shall be the duty of the Board of Directors to appoint, not less than thirty (30) days nor more than one hundred ten (110) days before the date of a meeting of the members at which directors are to be elected, a committee on nominations consisting of not less than three (3) nor more than nine (9) members who shall be selected so as to give equitable representation on the committee to the geographical areas represented by the directors whose terms are about to expire. No officer or member of the Board of Directors shall be appointed a member of such committee. The committee shall prepare and post at the principal office of the Cooperative at least twenty (20) days before the meeting a list of nominations for directors, but any fifteen (15) or more members may make other nominations, in writing over their signatures naming the director, or directors, whose place, or places such nominee, or nominees, are to fill not less than fifteen (15) days prior to the meeting and the Secretary shall post at the same place where the list of nominations made by the committee is posted. Any member may announce his candidacy for a director of the Cooperative in writing over his signature, naming the director whom he wishes to succeed, not less than fifteen (15) days prior to the meeting, and the Secretary shall post the same at the same place where the list of nominations made by the committee is posted. Each nominee for director must be a resident of the same county as that of the residence of the director whom he desires to succeed. The Secretary shall mail with the notice of the meeting a statement of the number of directors to be elected and showing separately the nominations made by the committee on nominations, the nominations made by petition, and the individual nominations, if any. No additional

nominations shall be made from the floor at the meeting of the members. The members may, at any meeting at which a director or directors shall be removed, as hereinbefore provided, elect a successor or successors thereto without compliance with the foregoing provisions with respect to nominations. Notwithstanding anything in this section contained, failure to comply with any of the provisions of this section shall not affect in any manner whatsoever the validity of any election of directors.

Section 4. Vacancies.
Subject to the provisions of these bylaws with respect to the removal of directors, vacancies occurring in the Board of Directors shall be filled by a majority vote of the remaining directors, and the director thus elected shall serve for the unexpired term of the director whose vacancy is thus filled, and until his successor shall have been elected and shall have qualified.

Section 5. Compensation
For their services as such, Directors shall, on a per diem basis, receive such compensation, which may include insurance benefits, as is fixed by the Board of Directors. Directors shall also receive advancement or reimbursement of any travel or/and out-of-pocket expenses, actually, necessarily, and reasonably incurred, in performing their duties. The Cooperative shall indemnify Directors and may purchase insurance to cover such indemnification as provided for in Georgia Code Section 46-3-306. (Revised April 21, 1993)

Section 6. Rules and Regulations.
The Board of Directors shall have power to make and adopt such rules and regulations, not inconsistent with law, the Articles of Incorporation of the Cooperative or these bylaws, as it may deem advisable for the
management, administration and regulation of the business and affairs of the Cooperative.

Section 6 (A). Director Emeritus.
There is hereby created the office of Director Emeritus of the Cooperative. Any member who has served the Cooperative continuously as a Director for a period of twelve years and is no longer a Director shall automatically be a Director Emeritus. So long as a Director Emeritus is a member of the Cooperative, he shall have the privilege of attending all meet-

ings of the Board of Directors, and participate in the discussions thereof. He shall not have the right to make or second any motion nor to vote on any matter before the Board. So long as he is a member of the Cooperative, he may serve on any committees appointed by the Board or by the President. He shall not receive any compensation or expenses for attending meetings of the Board of Directors. He shall be eligible for insurance as though he were a Director and the Board of Directors may authorize payment of premiums on such insurance from funds of the Cooperative.

Section 7. Accounting System and Reports.
The Board of Directors shall cause to be established and maintained a complete accounting system, which, among other things, subject to applicable laws and rules and regulations of any regulatory body, shall conform to such accounting system as may from time to time be designated by the Administrator of the Rural Electrification Administration of the United States of America. All accounts of the Cooperative shall be examined by a committee of the Board of Directors which shall render reports to the Board of Directors at least four (4) times a year at regular meetings of the Board of Directors. The Board of Directors shall also within six months after the close of each fiscal year cause to be made a full and complete audit of the accounts, books and financial condition of the Cooperative as of the end of such fiscal year. Such audit reports shall be submitted to the members at the following annual meeting.

Section 8. Change in Rates.
Written notice shall be given to the Administrator of the Rural Electrification Administration of the United States of America not less than ninety (90) days prior to the date upon which any proposed change in the rates charged by the Cooperative for electric energy becomes effective.

Section 9. Circulation of Newsletter
For the purpose of disseminating information devoted to the science of agriculture, to agricultural cooperation, and to the economical, effective and conservative use of electric energy, the Board of Directors shall be authorized to periodically circulate a newsletter to the members. The annual subscription thereof in the amount of $2.00 or more shall be deducted from any funds accruing in favor of such members, so as to reduce such funds in the same manner as with any other expense of the Cooperative. (Approved October 2004)

ARTICLE IV

MEETING OF DIRECTORS

Section 1. Regular Meetings.
A regular meeting of the Board of Directors shall be held without notice other than this bylaw, immediately after and at the headquarters building or 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 in Dodge County, Georgia, as the Board of Directors may provide by resolution. Such regular monthly meetings may be held without notice other than such resolution fixing the time and place thereof.

Section 2. Special Meetings.
Special meetings of the Board of Directors may be called by the President or any three (3) directors. The person or persons authorized to call special meetings of the Board of Directors may fix the time and place of any special meeting of the Board of Directors called by them.

Section 3. Notice.
Notice of the time, place and purpose of any special meeting of the Board of Directors shall be given at least five (5) days previous thereto, by written notice, delivered personally or mailed to each director at his last known address. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail so addressed with postage thereon prepaid. The attendance of a director at any meeting shall constitute a waiver or notice of such meeting, except in case a director shall attend a meeting for the express purpose of objecting to the transaction of any business because the meeting shall not have been lawfully called or convened.

Section 4. Quorum.
A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, provided, that if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 5. Manner of Acting.
The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

ARTICLE V

OFFICERS

Section 1. Number.
The officers of the Cooperative shall be a President, Vice President, Secretary and Treasurer. The offices of Secretary and of Treasurer may be held by the same person.

Section 2. Election and Term of Office.
The officers shall be elected, by ballot, annually by and from the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until the first meeting of the Board of Directors following the next succeeding annual meeting of the members or until his successor shall have been duly elected and shall have qualified, subject to the provisions of these bylaws with respect to the removal of officers.

Section 3. Removal.
Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Cooperative will be served thereby.

Section 4. Vacancies.
Except as otherwise provided in these bylaws a vacancy in any office may be filled by the Board of Directors for the unexpired portion of the terms.

Section 5. President.
The President:

(a) Shall be the principal executive officer of the Cooperative and shall preside at all meetings of the members and of the Board of Directors;

(b) Shall sign, with the Secretary, certificates of membership, the issue of which shall have been authorized by resolution of the Board of Directors, may sign any deeds, mortgages, deeds of trust, notes, bonds, contracts or other instruments authorized by the Board of Directors to be executed, except in cases in which the signing and execution thereof shall be expressly delegated by the Board of Directors or by these bylaws to some other officer or agent of the Cooperative, or shall be required by law to be otherwise signed or executed, and

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

Section 6. Vice-President.
In the absence of the President, or in the event of his inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of, and be subject to all the restrictions upon the President and shall perform such other duties as from time to time may be assigned to him by the Board of Directors.

Section 7. Secretary.
The Secretary shall:

(a) Cause the minutes of the meetings of the members and of the Board of Directors to be kept in one or more books provided for that purpose;

(b) See that all notices are duly given in accordance with these bylaws or as required by law;

(c) Cause the corporate records and the seal of the Cooperative to be properly kept and affix the seal

of the Cooperative to all documents requiring the same;

(d) Cause to be kept a register of the post office address of each member;

(e) Sign with the President certificates of membership, the issue of which shall have been authorized by resolution of the Board of Directors;

(f) Have general charge of the books of the Cooperative in which a record of the members is kept;

(g) Cause to be kept on file at all times at the headquarters building of the Cooperative a complete copy of the bylaws of the Cooperative containing all amendments thereto, which copy shall always be open to the inspection of any member, and at the expense of the Cooperative, cause to be made available a copy of the bylaws and of all amendments thereto to each member requesting the same; and

(h) In general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Board of Directors.

Section 8. Treasurer.
The Treasurer shall:

(a) Have charge and custody of and be responsible for all funds and securities of the Cooperative as directed by the Board of Directors from time to time;

(b) As may be authorized by the Board of Directors from time to time, receive and give receipts for monies due and payable to the Cooperative, deposit monies in the name of the Cooperative in such bank or banks as shall be selected by the Board of Directors from time to time; and

(c) In general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board of Directors.

Section 9. Manager.
The Board of Directors may appoint a manager who may be, but who shall not be required to be, a member of the Cooperative. The Manager shall perform such duties as the Board of Directors may from time to time require of him and shall have such authority as the Board of Directors may from time to time vest in him.

Section 10. Bonds of Officers.
The Board of Directors shall require the Treasurer or any other officer of the Cooperative charged with responsibility for the custody of any of its funds or property, to give bond in such sum and with such surety as the Board of Directors shall determine. The Board of Directors in its discretion may also require any other officer, agent or employee of the Cooperative to give bond in such amount and with such surety as it shall determine.

Section 11. Compensation Indemnification
The compensation, if any, of an officer, agent or employee, who is also a Director, shall be determined as provided in Article III, Section 5, of these Bylaws, and the powers, duties and compensations of any other officers, agents, and employees shall be fixed by a plan therefor approved by the Board of Directors. The Cooperative shall indemnify Directors, officers, including the general manager, employees and agents and may purchase insurance to cover such indemnification as provided in Georgia Code Section 46-3-306. (Revised April 21, 1993)

Section 12. Reports.
The officers of the Cooperative shall submit at each annual meeting of the members reports covering the business of the Cooperative for the previous fiscal year and showing the condition of the Cooperative at the close of such fiscal year.

ARTICLE VI

CONTRACTS, CHECKS AND DEPOSITS

Section 1. Contracts.
Except as otherwise provided in these bylaws, the Board of Directors may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name and on behalf of the Cooperative, and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, Etc.
All checks, drafts or other orders for the payment of money and all notes, bonds and other evidences of indebtedness issued in the name of the Cooperative shall be signed by such officer or officers, employee or employees, of the Cooperative and in such manner as shall from time to time be determined by resolutions of the Board of Directors.

Section 3. Deposits.
All funds 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.

ARTICLE VII

MEMBERSHIP CERTIFICATES

Section l. Certificates of Membership.
Membership in the Cooperative shall be evidenced by a certificate of membership which shall be in such form and shall contain such provisions as shall be determined by the Board of Directors not contrary to, or inconsistent with, the Articles of Incorporation of the Cooperative or these bylaws. Such certificate shall be signed by the President and by the Secretary of the Cooperative.

Section 2. Issue of Membership Certificate.
No membership certificates shall be issued for less than the membership fee fixed in these bylaws, nor until such membership fee has been fully paid for in cash, and such payment has been deposited with the Cooperative.

Section 3. Lost Certificate.
In case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and such indemnity to the Cooperative as the Board of Directors may prescribe.

ARTICLE VIII

NON-PROFIT OPERATION

Section l. Interest or Dividends on Capital Prohibited.
The Cooperative shall at all times be operated on a cooperative non-profit basis for the mutual benefit of its patrons. No interest or dividends shall be paid or payable by the Cooperative on any capital furnished by its patrons. This Cooperative shall be operated without profit to its members, but the rates, fees and other charges for electric energy and any other facilities, supplies, equipment or services furnished by the Cooperative shall be sufficient at all times:

(a) To pay all operating and maintenance expenses necessary or desirable for the prudent conduct of its business and the principal of and interest on the obligations issued or assumed by the Cooperative in the performance of the purpose for which it was organized; and
(b) For the creation of reserves.

Section 2. Patronage Capital in Connection with Furnishing Electric Energy.
In the furnishing of electric energy and any other facilities, supplies and equipment or services, the Cooperative's operations shall be so conducted that all patrons will through their patronage furnish capital for the Cooperative. In order to induce patronage and to assure that the Cooperative will operate on a non-profit basis the Cooperative is obligated to account on a patronage basis to all its patrons, for all amounts received and receivable from the furnishing of electric energy and other sources in excess of operating costs and expenses properly chargeable against the furnishing of electric energy and other sources. All such amounts in excess of operating costs and expenses at the time of receipt by the Cooperative are received with the understanding that they are furnished by the patrons as capital. The Cooperative is

obligated to pay by credits to a capital account for each patron all amounts in excess of operating costs and expenses. The books and records shall be kept and set up in such a manner that at the end of each fiscal year the amount of capital, if any, so furnished by each patron is clearly reflected and credited in an appropriate record to the capital account of each patron, and the Cooperative shall within a reasonable time after the close of a fiscal year, notify each patron that he may ascertain the amount of capital so credited to his account by writing to, or calling at, the headquarters of the Cooperative. All such amounts credited to the capital account of any patron shall have the same status as though they had been paid to the patron in cash in pursuance of a legal obligation to do so and the patron had then furnished the Cooperative corresponding amounts of capital.

The Cooperative shall not be liable for the payment, or obligation to pay, any patron such capital credits, unless all obligations of the patron to the Cooperative have been paid. The Cooperative shall deduct from a patron's capital credits any indebtedness of the patron to the Cooperative when such member files proceedings under any bankruptcy or debtor relief law, or ceases to be a member of the Cooperative. "Notwithstanding any other provision of these bylaws, where due to the amount and character of electric power and energy to be supplied to a particular member, the Board of Directors is authorized to direct that the Cooperative compute the member's capital credits by determining the amount of income received from such member and deducting therefrom the actual costs and expenses assignable and allocable to that particular member for his service under a particular contract." (Revised May 17, 1987)

All amounts of income receivable and assignable under Section 4 of Article VIII of the bylaws of the Cooperative, in excess of costs and expenses properly chargeable against the obtaining of such income, and in particular patronage refunds or capital credits from other Cooperatives of which this Cooperative might be a member or subscriber, shall be separately assigned to the members of this Cooperative but shall not be payable until funds therefor are actually received by the Cooperative, and shall then be disbursed only on order of the Directors. "Upon the death of a member the Directors of the Cooperative may negotiate with the deceased member's legal representatives and pay said repre-

sentative the present value of all non-operating income." (Revised April 15, 1992 & Reaffirmed April 21, 1993)
In the event of a dissolution or liquidation of the Cooperative, after all outstanding indebtedness of the Cooperative shall have been paid, outstanding capital credits shall be retired without priority on a pro rata basis, and insofar as any funds may be available for distribution to members on account of property rights, and insofar as the gains may be realized from the sale of appreciated assets, such gains shall be distributed to all persons who were members during the period in which the asset was owned by the Cooperative in proportion to the amount of business done by such members during that period insofar as is practicable, before any payments are made on account of property rights of members. If, at any time prior to dissolution or liquidation, the Board of Directors shall determine that the financial condition of the Cooperative will not be impaired thereby, the capital then credited to patrons' accounts may be retired in full or in part. "Provided, however, that the Board of Directors shall have the power to adopt rules providing for the separate retirement of that portion ("Power Supply or Other Service or Supply Portion") of capital credited to the accounts of patrons which corresponds to capital credited to the account of the Cooperative by an organization furnishing power supply or any other service or supply to the Cooperative. Such rules shall (a) establish a method for determining the portion of such capital credited to each patron for each applicable physical year, (b) provide for separate identification on the Cooperative's books of such portions of capital credited to the Cooperative's patrons, (c) provide for appropriate notifications to patrons with respect to such portions of capital credited to their accounts and (d) preclude a general retirement of such portions of capital credited to patrons for any physical year prior to the general retirement of or other capital credited to patrons for the same year or of any capital credited to patrons for any prior physical year." (Revised April l5, l992)

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

Notwithstanding any other provision of these bylaws, the Board of Directors, at its discretion, shall have the power at any time upon the death of any patron, if the legal representative of his estate shall request that the capital credit to any such patron be retired prior to the time such capital would otherwise be retired under the provisions of these bylaws, to retire capital credit to any such patron immediately upon such terms and conditions as the Board of Directors, acting under policies of general application, and legal representatives of such patron's estate, shall agree upon; provided that the financial condition of the Cooperative will not be impaired thereby. "The Cooperative, before retiring any capital credited to any patrons account, shall deduct therefrom any amount owing by such patron to the Cooperative, together with interest thereon at the Georgia legal rate on judgments in effect when such amount becomes overdue, compounded annually." (Revised April l5, l992)

The patrons of the Cooperative, by dealing with the Cooperative, acknowledged that the terms and provisions of the Articles of Incorporation and bylaws shall constitute and be a contract between the Cooperative and each patron, and both the Cooperative and the patrons are bound by such contract, as fully and as though such patron had individually signed a separate instrument containing such terms and provisions. The provisions of this article of the bylaws shall be called to the attention of each patron of the Cooperative by posting it in a conspicuous place in the Cooperative's office.

Section 3. Patronage Refunds in Connection with Furnishing Other Services.

In the event that the Cooperative should engage in the business of furnishing goods and services other than electric energy, all amounts received and receivable therefrom which are in excess of costs and expenses properly chargeable against the furnishing of such goods and services shall, insofar as permitted by law, be prorated annually on a patronage basis and returned to those members at such time and in such order or priority as the Board of Directors shall determine." (Revised April l5, l992)

Section 4. Patronage Refunds in Connection with Non-Operating Income.
In the event that the Cooperative should have income from sources other than as herein provided, all amounts received and receivable therefrom which are in excess of costs and expenses properly chargeable against the obtaining of such income, shall be prorated on a patronage basis at such time and in such order or priority as the Board of Directors shall determine. (This section had been deleted at April 15, 1992 meeting, but needed to be in Bylaws. Revised April 21, 1993)

Section 5. Payment upon Death of Member.
Unless otherwise ordered by the Board of Directors, upon the death of any member, "who is a natural person" (Revised July l7, l985), having capital credits to his account, the Cooperative shall pay, as soon as convenient, the amount to the person or persons entitled thereto in the following order:

(a) To the widow of such deceased member claiming the same under the provisions of a lawfully set aside twelve months' support;

(b) To the personal representative of the estate of such deceased member;

(c) To the husband or wife of such deceased member;

(d) If no husband or wife to the children then in life in equal shares;

(e) If no children to the father if living, if not to the mother of such deceased member;

(f) If no children then to the brothers and sisters of the deceased member then in life in equal shares;

(g) If no brothers and sisters then to those entitled thereto under the laws of descent and distribution of the State of Georgia.

The receipt of the person or persons as named herein shall be a full and final acquittance to the Cooperative and relieve

it of all liability to the estate of such deceased member and to anyone else.

Section 6. Capital Refunds, Returned Unclaimed.
When capital credited to a member's account is retired by action of the Board of Directors as authorized in Article VIII, and the payment of the retired capital cannot be accomplished because the member cannot be found, and the check therefore is returned by the United States Postal Service, the same shall be disposed of as follows:

(a) Placed in unclaimed capital credit reserve account for a period designated by the Georgia Department of Revenue Disposition of Unclaimed Property Act (O.C.G.A. Section 44-12-190 et. seq) from the date it became payable. (Revised April 21,1999)

(b) The employees of the Cooperative will publish a notice of all returned capital credit refunds in the newsletter of the Cooperative and will post a copy at the office of the Cooperative. The employees of the Cooperative will make every other reasonable effort to locate said patron.
The Cooperative will charge for these services the maximum legal rate allowed by the State of Georgia for handling such accounts.

(c) After said year period designated by the Georgia Department of Revenue Disposition of Unclaimed Property Act (O.C.G.A. Section 11-12-190 et.seq.) from the date of attempted payment as of the preceding June 30 of each year the Cooperative will on or before November l of each year report and tender to the State of Georgia all property that has gone unclaimed for designated time period as stated above. This shall be submitted to the Georgia Department of Revenue, Property Tax Division. All said unclaimed capital credits more than the designated time period as designated by Georgia Department of Revenue Unclaimed Property Act shall be remitted to the Georgia Department of Revenue. (Revised April 21, 1999)

(d) The Board of Directors is vested with discretion in the administration of this Section.

(e) Tender of capital refunds shall be presumed to be accomplished when a check of the Cooperative is properly mailed to the member at his last address shown on the books of the Cooperative and returned by the United States Postal Service." (Revised April 15, l992)

Section 7. Membership and Deposit Refunds, Returned Unclaimed.
When refund of any membership fee or service security deposit cannot be accomplished because the member cannot be found, and the check is returned by the United States Postal Service, the same shall be disposed of in the same manner in which "Capital Refunds, Returned Unclaimed" is handled as authorized in Section 6 hereof.

ARTICLE IX

WAIVER OF NOTICE

Any member or director may waive, in writing, any notice of meetings required to be given by these bylaws. In case of a joint membership, a waiver of notice signed by either husband or wife shall be deemed a waiver of notice of such meeting by both joint members.

ARTICLE X

DISPOSITION OF PROPERTY

Section l. Mortgages to the United States of America.
The Board of Directors of the Cooperative shall have full power and authority, without authorization by the members thereof, to authorize the execution and delivery of a mortgage or mortgages or a deed or deeds of trust, or the pledging or encumbering of, any or all of the property, assets, rights, privileges, licenses, franchises, and permits of the Cooperative, whether acquired or to be acquired, and wherever situated, as well as the revenues therefrom, all upon such terms and conditions as the Board of Directors shall determine, to secure any indebtedness of the Cooperative to

the United States of America or any agency or instrumentality thereof, or to a National Financing Institution organized on a cooperative plan, for the purpose of financing its members' program, projects and undertakings, in which the Cooperative holds membership, or to any other entity.

Section 2. Mortgages and Sales of all or a Substantial Portion of Property.
The Cooperative may not sell, mortgage, lease or otherwise dispose of or encumber all or a substantial portion of its property to a person, firm or corporation 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 (2/3) of the members voting thereon at such meeting in person and the notice of such proposed sale, mortgage, lease or other disposition or encumbrance shall have been contained in the notice of the meeting.

Section 3. Disposition of other Property.
The Directors may sell, mortgage, lease or otherwise dispose of or encumber personal property acquired for resale, services of all kinds including electric energy, and property which in the judgment of the Board of Directors neither is nor will be necessary or useful in operating and maintaining the Cooperative's system and facilities.

ARTICLE XI

FISCAL YEAR

The fiscal year of the Cooperative shall begin on the first day of January of each year and end on the thirty-first (31st) day of December of the same year.

ARTICLE XII

MEMBERSHIP IN OTHER ORGANIZATIONS

This Cooperative may become the member of any other Cooperative and may avail itself fully of the facilities and services thereof.

ARTICLE XIII

SEAL

The Corporate Seal of the Cooperative shall be in the form of a circle and in the following form:

ARTICLE XIV

BYLAW AMENDMENTS

(A) These bylaws may be altered, amended or repealed by the affirmative vote of not less than two-thirds (2/3) of the members of the Board of Directors at any regular meeting except as to bylaws affecting election of the Board of Directors and the calling of the Regular and Special Meeting of the Members.

(B) Bylaws affecting the election of the Board of Directors and the calling of the regular and special meeting of the members of the Cooperative, and affecting any other purpose, may be adopted or amended by a majority vote of the members of the Cooperative present at any regular, or special meeting called for that purpose, provided that notice of such proposed amendment shall be filed with the Secretary of the Cooperative at least fifteen (l5) days prior to the date of such meeting and the proposed amendment shall be included by the Secretary in the notice of such regular or special meeting of the members.

LIST OF BYLAW AMENDMENTS

ARTICLE VIII, SECTION 5, PARAGRAPH 1, (ADDED PHRASE), REVISED JULY 17, 1985
ARTICLE II, SECTION 1, PARAGRAPH 1, (ADDED WORD), REVISED OCTOBER 12, 1985
ARTICLE VIII, SECTION 2, PARAGRAPH 2, (ADDED NEW SENTENCE), REVISED MAY 17, 1987
ARTICLE I, SECTION 1, PARAGRAPH 1, (ADDED PHRASE), REVISED MAY 17, 1989
ARTICLE V, SECTION 11B, (NEW SECTION ADDED), REVISED MAY 17, 1989
ARTICLE I, SECTION 9, (NEW SECTION ADDED), REVISED JULY 18, 1990
ARTICLE II, SECTION 5. (REPLACE ENTIRE SECTION 5.), REVISED OCTOBER 10, 1990 AT ANNUAL MEETING OF MEMBERS
ARTICLE VIII, SECTION 2, PARAGRAPH 3, (ADDED NEW SENTENCE), REVISED APRIL 15, 1992
ARTICLE VIII, SECTION 2, PARAGRAPH 4 (DELETED LAST TWO SENTENCES), REVISED APRIL 15, 1992
ARTICLE VIII, SECTION 2, PARAGRAPH 4, (END OF PARAGRAPH, ADDED NEW SECTION), REVISED APRIL 15, 1992
ARTICLE VIII, SECTION 2, PARAGRAPH 6, (END OF PARAGRAPH, ADDED NEW SENTENCE), REVISED APRIL 15, 1992
ARTICLE VIII, SECTION 3, PARAGRAPH 1, (END OF PARAGRAPH, ADDED NEW SENTENCE), REVISED APRIL 15, 1992
ARTICLE VIII, SECTION 4, (DELETED IN ITS ENTIRETY BECAUSE IT HAS BEEN DEALT WITH ABOVE), REVISED APRIL 15, 1992
ARTICLE VIII, SECTION 6, (REVISED A, B, C, D, E & DELETED F), REVISED APRIL 15, 1992
ARTICLE III, SECTION 5, (REVISED ENTIRE SECTION) APRIL 21, 1993
ARTICLE V, SECTION 11, (REPLACED 11(A),(B)), REVISED APRIL 21, 1993
ARTICLE VIII, SECTION 2, (THIS REVISION WAS DONE ON APRIL 15, 1993) AND REAFFIRMED ON APRIL 21, 1993
ARTICLE VIII, SECTION 4, (RE-INSERTED THIS SECTION AS IT HAD PREVIOUSLY BEEN DELETED ON APRIL 15, 1 993 BUT NEEDED TO BE IN BYLAWS), REVISED APRIL 21, 1993
ARTICLE II, SECTION 5A, REVISED OCTOBER 14, 1992 (ANNUAL MEETING OF MEMBERS)
BYLAW AMENDMENTS AS OF APRIL 21, 1993 & APPROVED BY BOARD MAY 19, 1993.
ARTICLE III, SECTION 3, REVISED OCTOBER 9, 1996 ANNUAL MEETING
ARTICLE III, SECTION 2, REVISED OCTOBER 14, 1998 ANNUAL MEETING
ARTICLE VIII, SECTION 3, REVISED APRIL 21, 1999
ARTICLE VIII, SECTION 6, REVISED APRIL 21, 1999
ARTICLE III, SECTION 2, REVISED OCTOBER 9, 2002 ANNUAL MEETING

SERVICE RULES
&
REGULATIONS

OCMULGEE
ELECTRIC MEMBERSHIP
CORPORATION

SERVICE RULES AND REGULATIONS

INDEX

100 - ELECTRIC SERVICE AVAILABILITY.....33
101 - Application for Membership 33
101 A - Additional Services Under Existing Membership 33
102 - Service Security Deposits 34
200 - GENERAL EXTENSION POLICY 34
201 - Extension Classification - Overhead Extension 34
201 A - Extension Classification - Overhead Extension for Mobile Homes.....35
202 - Underground Service Extension 37
203 - Facilities Extension Ownership 39
300 - SERVICE CONNECTIONS, MEMBER WIRING AND MEMBER EQUIPMENT 39
301 - Service Connections 39
302 - General Wiring Requirements 40
303 - Member Equipment 40
304 - Power Factor Corrections 42
305 - Phase Load Balance 42
400 - CONSUMER RATE CLASSIFICATION 42
401 - Rate Schedule Availability 42
402 - Filing of Rate Schedules 42
500 - METERING 42
501 - Electric Meters 42
502 - Meter Reading, Billing and Collection 43
503 - Incorrect Reading of Meter 44
504 - Failure of Meter to Register Correctly 44
505 - Service Fees/Charges 44
506 - Other Reasons for Disconnection or Reconnection 46
507 - Extension of Credit 47
508 - Levelized Billing 47
509 - Removal from Levelized Plan.....48
600 - EASEMENTS, RIGHT OF ACCESS AND COOPERATIVE.....49
601 - Member to Grant Easements to Cooperative if Required.....49
602 - Right of Access 49
700 - GENERAL CONDITIONS FOR MEMBER WITHDRAWAL 49
701 - Member Withdrawal 49

100 - ELECTRIC SERVICE AVAILABILITY

101 - Application for Membership

Any person, firm, association, or public body shall sign a written application for membership and pay a membership fee together with any service security deposit that may be required by the cooperative. In this application, consumer shall agree to purchase from the Cooperative all electric energy used on the premises and to be bound by the Cooperative's Certificate of Incorporation and bylaws and all rules, regulations and rate schedules established pursuant thereto, as may be amended and pay the minimum monthly bill stated in the application or, in the event of a written contract for service, the minimum set forth in said contract. Upon termination of membership, the membership fee will be refunded or applied against any unpaid balance owed the Cooperative. (Revised May 21, 1986 - Effective June 1, 1986)

101 A - Additional Services Under Existing Membership

A member may apply for additional services to be added under an existing membership provided the following conditions are met:

(1) Members who apply must have an acceptable credit history with no actual disconnects for nonpayment, no collection notices from meter readers, or returned checks. (A delinquent notice will not be considered if bill was paid in time to be processed before a collection notice was forwarded to the meter reader.)

(2) Members who apply, may not knowingly provide service under their membership to an individual who, at the time of the application, is indebted to the cooperative without the expressed permission of the Cooperative. (An additional service security deposit may be required for an extension of this nature.)

(3) Members who apply, must sign a form accepting full responsibility for any additional services added under their membership. (Revised May 21, 1986 - Effective June 1, 1986)

102 - Service Security Deposits

A service security deposit shall be collected in advance of connecting any service with respect to which the Cooperative determines that such deposit is needed to assure payment of the power bill.

An online scoring system will be used to determine the amount of deposit needed for a consumer. A deposit shall be refunded, without interest according to the following stipulations:

A. As provided for in a written contract for service; or
B. Upon such other conditions as may be established by the Cooperative with respect to service risks of similar character.

In any event, the deposit shall be refunded, without interest, upon termination of the service, less any amounts the consumer may then owe the Cooperative.

200 - GENERAL EXTENSION POLICY

201 - Extension Classification - Overhead Extension

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

A. Single-Phase Permanent Establishments

1. Farm and Residential Loads

This classification includes residences, schools and farm loads requiring single-phase electric service on a permanent year round basis, excepting mobile homes. Permanent single-phase electric service facilities will be extended to such establishments under the following conditions:

Overhead Service

Extensions will be constructed without charge to any permanent residence, school and farm loads up to 2000 feet. The extension of service beyond 2000 feet shall obligate the consumer to pay the Cooperative as aid in construction the actual cost of construction beyond the 2000 feet. The construction in aid charges should be collected up front, prior to the release of the work order for construction.

2. Public Buildings, Churches, Commercial and Industrial Establishments

This classification includes permanent buildings, churches, commercial or industrial establishments and any other permanent establishment requiring single-phase service. Single-phase electric service will be extended to such establishment pursuant to 201A, except that a supplemental written agreement shall be required if the Cooperative determines such to be necessary.

B. Mobile Homes

Mobile homes will be extended single-phase overhead electric service without charge up to 2000 feet, as long as the member owns the property, has a permanent foundation and has installed a well and septic tank on the property or has received city services. The extension of service beyond 2000 feet shall obligate the consumer to pay the Cooperative as aid in construction the actual cost of construction beyond the 2000 feet.

Other extensions to mobile homes (that do not meet the above criteria) beyond 2000 feet shall obligate the consumer to pay the Cooperative as aid in construction the actual cost of construction beyond the 2000 feet.

The consumer will be required to make a service security deposit in accordance with Board Policy # 300 plus such facilities extension deposit, if any, as is required by the Cooperative in relation to the pole or poles that must be installed for such extension.

The contribution in aid charges should be collected up front, prior to the release of the work order for construction. Any aid in construction fees required under this policy are non-refundable.

201 A - Extension Classification - Overhead Extension for Mobile Homes

A service security deposit shall be refunded, without interest

1) As provided for in a written contract for services, or
2) Upon such other conditions as may be established by the Cooperative with respect to service risks of similar character.

C. Temporary Service

Temporary service will be 120/240 volts, single-phase, overhead power which will be furnished for construction or other purposes. This service will be located at a distance of no more than 200 feet from an existing facility. A non-refundable charge of $35.00 for each temporary service will be required. This charge is to be in addition to the membership fee, service deposit, and any aid to construction if applicable.

Application for temporary service of more than 200 feet distance shall be handled on an individual basis.

The consumer applying for temporary service will be required to supply a suitable pole and meter loop set at the desired location, with the top of the pole at least 14 feet above ground level and the bottom of the pole no less than 4 feet below ground level. The consumer will be required to obtain his/her own inspection clearance for such installation.

D. Seasonal Establishments

This classification includes any seasonal establishment such as camp houses, seasonal homes, irrigation pumps and any other seasonal farm-related service. Service will be extended to seasonal establishments under the same conditions as permanent establishments up to 650 feet; however it will be up to the discretion of the Cooperative to decide the most economical solutions between the installation of three-phase service or the installation of a phase converter. If a phase converter is to be installed, it will be the responsibility of the consumer to purchase the phase converter. The extension of service to seasonal establishments beyond 650 feet shall obligate the consumer to pay the Cooperative as aid in construction the actual cost of construction beyond the 650 feet.

In the case where the contribution in aid is over $10,000.00, the Cooperative will consider allowing the consumer to pay over time. The consumer will have to pay 50% of the construction in aid cost in order to receive Cooperative financing. The rate at which payment will be required will be the principal balance plus interest to be set at 2% above the Cooperative's cost of money. Construction in Aid financing will be limited to 36 months.

Any irrigation load will be billed under the Load Management Rate. (Revised December 18, 2008)

202-Underground Service Extension

Underground services are subject to special conditions and policies making it necessary to consult the Cooperative before wiring or re-wiring the premises for underground service. Except for bulk primary distribution feeders, the Cooperative will not install overhead distribution facilities, or replace underground facilities with overhead facilities in an area served by an Underground Distribution Network unless sound engineering practices dictate.

Extensions of underground primary service up to 2000 feet will be constructed for a fee based on the cost difference of constructing the extension overhead versus underground. After the initial 2000 feet the consumer will pay the Cooperative the actual cost of construction as contribution in aid. The contribution in aid charges should be collected up front, prior to the release of the work order for construction.

Average cost differential between overhead distribution and underground distribution - as referenced in this policy - shall be computed periodically by the Cooperative using historical plant records. In deriving the average cost differential, terrain, vegetation, accessibility, proximity of individual services, operation, maintenance and other pertinent factors will be considered.

In certain instances it may be more economically feasible for the Cooperative to build a service extension underground instead of overhead. Primary service will be extended under such circumstances pursuant to General Extension Policy 200 (201) A.

Any aid in construction fees required under this policy are non-refundable.

A. Existing Service Change-outs

The Cooperative will replace existing overhead facilities provided; the customer pays the total cost of converting the facilities from overhead to underground. Ocmulgee EMC's standardized cost will be used to calculate the total cost to the consumer. A minimum charge of $300.00 will be required.

The contribution in aid charges should be collected up front, prior to the release of the work order for construction.

B. Subdivisions (excluding required service laterals)

1) Total Electric Subdivisions

Ocmulgee EMC will provide underground primary distribution to a total electric subdivision provided the developer pays:

a) $450.00 per developed lot - plus

b) Cost difference between overhead and underground distribution for any lot frontage in excess of 250 feet per lot. Lot frontage will be averaged over entire developed subdivision.

2) Non-Total Electric Subdivisions

Ocmulgee EMC will provide underground primary distribution to a non-total electric subdivision provided the developer pays:

a) $450.00 per developed lot - plus

b) Cost difference between overhead and underground distribution.

C. Services - (including primary laterals)

1) Total Electric Primary Residential Dwellings

Ocmulgee EMC will extend secondary service, based on sound engineering practices, to a new primary residential dwelling that is total electric at no cost to the consumer. The customer will pay for any excess facilities (including primary laterals); the cost of which will be the differential cost between overhead and underground service. The Cooperative shall require a contract from the customer stating the residence will be total electric.

2) Non-Total Electric Service Extensions

Upon request of services not total electric, the Cooperative will install, own and maintain secondary underground facilities - based on sound engineering practices - under the same conditions as it would overhead facilities; provided that the Cooperative obtains aid in construction in the amount, by which the average cost of underground service exceeds the average cost of overhead distribution.

The customer will pay for any excess facilities - including primary laterals; the cost of which will be the differential cost between overhead and underground distribution.

Except for bulk primary distribution feeders, the Cooperative will not install overhead distribution facilities, or replace underground facilities with overhead facilities, in an area served by an Underground Distribution Network System unless sound engineering practices dictate otherwise.

203 - Facilities Extension Ownership

All line extensions, service wire and connections, no matter who pays or contributes toward paying the cost thereof, are to be made by the Cooperative and remain the property of the Cooperative. The Cooperative shall not be required to serve any consumer over a line built, owned, operated, and maintained by the consumer or a third party.

All property of the Cooperative placed in or upon the consumer's premises, used in supplying service to him, is placed there under his protection.

The Cooperative shall have access to such property at all reasonable times. The consumer shall not commit or cause or permit any act that will or may result in damage to or loss of such property or in the loss of life or injury to any person, or the loss of or damage to any other property, in relation to such property.

300 - SERVICE CONNECTIONS, MEMBER WIRING AND MEMBER EQUIPMENT

301 - Service Connections

The wiring and electrical equipment in or upon the premises of the consumer to the point of service cut-in must have the approval of the constitute authority of the local government agency, or any other constituted authority, if any, and must conform to the requirements of the National Electrical Code, current edition, the Service Regulations of the Cooperative and any other lawfully applicable standards before it can be connected to the system. A booklet entitled "Service Rules and Regulations" is available at the Headquarters Building.

The location of the service cut-in shall be determined by agreement with a representative of the Cooperative and must conform to the Cooperative's "Service Rules and Regulations." The consumer shall provide suitable means of supporting service wires to his building which will provide the minimum ground clearance and give adequate clearance over driveways and other obstructions as provided by the National Electrical Code. The Cooperative shall not be required to build without cost to the applicant more service line than is necessary to reach the cut-in point as agreed to by the Cooperative.

The Cooperative's responsibility to installation and/or maintenance of facilities shall not extend beyond the point of attachment to the consumer's building, central distribution point, or the meter.

When the consumer service requirements are of such a nature that a central distribution point be located on a pole, the Cooperative will furnish and install the central distribution point pole for the attachment of the Cooperative's service facilities and the consumer may attach his required facilities to the pole. A consumer may have any number of service connections under one membership.

302 - General Wiring Requirements

Each consumer shall cause all premises receiving electric service pursuant to his/her membership to become wired in accordance with the requirements of the National Electrical Code unless superseded by standards set forth in a local code. (Revised April 21, 1993) Each consumer shall be responsible for and shall indemnify the Cooperative and any other person against injury, loss, or damage resulting from any defect and/or improper use of maintenance of such premises and all wiring and apparatus connected thereto or used thereon. In no event shall the responsibility of the Cooperative extend beyond the point at which its service wires are attached to the meter loop provided for measuring electricity used on such premises.

303 - Member Equipment

A. Electric Motors

The Cooperative should always be consulted on motor installation other than motors used in normal home appliances.

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

All motors should be provided with devices that will protect the motor against overload and short circuit as defined in the National Electric Code. All three-phase motors shall have overload devices on each of the three-phase wires to insure proper protection for the motor.

The direction of phase rotation and the continuity of all three phase current are guarded with great care, but the Cooperative cannot guarantee against accidental or temporary change in phase rotation or phase failure, therefore, motors shall be equipped with suitable protection against such reversal or phase failure.

B. Electric Generators

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

C. Electric Welders and Miscellaneous Devices

Consumers desiring to operate electric welders or other devices with high inrush or fluctuating currents must supply the Cooperative with information regarding the electrical characteristics of the equipment. Service will not be allowed to equipment which adversely affects the Cooperative's equipment or the service to other consumers.

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

D. Consumer Responsibility for Protective Devices

All protective devices required by these regulations shall be provided by the consumer and at the consumers sole expense.

304 - Power Factor Corrections

The maintenance of a high power factor is of primary importance in the economic operation and maintenance of the distribution system. Underloaded motors contribute largely to the creation of a low power factor unfavorable to both the Cooperative and the consumer.

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

305 - Phase Load Balance

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

400 - CONSUMER RATE CLASSIFICATION

401 - Rate Schedule Availability

When two or more rates are available for certain classes of service, the conditions under which each is applicable to the requirements for the individual consumer are plainly set forth in the Cooperative's published rate schedules. The choice of such rates lies with the consumer.

The Cooperative will at any time upon request advise any consumer as to the rate best adapted to existing or anticipated service requirements as defined by the consumer, but the Cooperative does not assume responsibility for the selection of such a rate or for the continuance of the lower annual cost under the rate selected should the volume or character of service change.

402 - Filing of Rate Schedules

A copy of the Cooperative's applicable retail rates shall be on file at the Georgia Public Service Commission, and will be provided at the Headquarters Building of the Cooperative.

500 - METERING

501 - Electric Meters

All meter bases shall be installed on an exterior surface as nearly as possible at eye level. Upon receipt of the application from service, a representative of the Cooperative

will upon request, survey the premises to be served and locate the meter center in the most convenient and satisfactory location.

Central meter pole service may be provided upon request where such installations may be necessary to adequately supply power to the served premises. The consumer shall provide a meter pole in any case where a suitable building for mounting the meter is not available.

The Cooperative will furnish up to a 200-amp meter socket at no cost to the consumer. Meter sockets above 200-amps may require a construction in aid to be paid to the Cooperative. The construction in aid amount will be determined by the size of the meter socket being requested.

All meters shall be placed ahead of all switches and fuses unless otherwise agreed to by the Cooperative.

502 - Meter Reading, Billing and Collection

A. All electric meters of the Cooperative shall be read monthly by Cooperative personnel on a pre-arranged schedule. Statements will be prepared the day following the reading of each route as nearly as possible.

B. Statements for electric service are considered due and payable when received by the consumer.

C. If payment for electric service is not received within 10 days of the date billed, the account is assumed delinquent.

Delinquent accounts shall be collected by the Cooperative or service will be disconnected. When it is necessary for the Cooperative to collect a delinquent account or if the delinquent account is not paid in the Cooperative's office by 5 (five) days past the due date, a charge of $15.00 will be made to the consumer's account for the extra service rendered due and payable at the time such delinquent account is collected. If service is disconnected for non-payment, payment of the account in arrears plus a reconnection charge of $35.00 must be made to the Cooperative by the consumer before the service may be restored. If service is restored after hours, weekends, or holidays, a reconnection fee of $60.00 will be charged instead of the regular $35.00 reconnection fee. The reconnection fee will be in addition to the $15.00 collection or late charge. (Revised May 15, 2013)

503 - Incorrect Reading of Meter

Corrections shall be made whenever meters are incorrectly read. The correct reading shall be ascertained whenever possible, and the 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 the consumer will be billed on an estimated consumption, which will be based on the previous usage of the consumer. Consideration will be given to consumption on months immediately preceding consumption in similar periods of other years, comparative usage and sizes of connected loads, and other relevant facts.

505 - Service Fees/Charges

Meter Tests

The Cooperative will, upon request, test the accuracy of a consumer's meter upon the consumer making a deposit of $50.00 (Revised April 21, 1993) for a single-phase meter, a single-phase CT meter and a three-phase meter with said deposit to be applied against the cost of the test. If the meter, upon testing, is found to be more than 2% (plus or minus) in error the deposit shall be refunded to the consumer, and the consumer's bill will be adjusted for not more than the three months immediately preceding the test.

Returned Check Charge

A service charge of $25.00 will be charged to the consumer if a check is returned unpaid from the bank.

Service Charge for meters in Service Less than Six (6) Months

Service Charge for meters in Service Less than Six (6) Months

A service charge of $ 25.00 will be charged for any meter not in service for a period of at least six (6) months. This applies to any consumer that moves from one location to another on Ocmulgee EMC's lines and if consumer leaves the system before receiving service at location for at least six (6) months.

Any consumer, which owns multiple rental properties, will be exempt from this policy if such consumer participates in the Ocmulgee EMC Continuous Service Contract program,

otherwise known as the Landlord System.

Processing Fee

A processing fee of $15.00 will be charged to any consumer at the time a request for a new meter is processed. This applies to requests for additional meters for all consumers. This fee is in addition to any membership fees and/or consumer deposit that may be required of the consumer. This is a non-refundable fee.

Service Extension Fee

A service fee of $35.00, plus a processing fee of $15.00 will be charged to consumers requesting an extension of service.

Customer Service Call Fee

Service calls relating to Ocmulgee EMC's equipment (meter, meter base, etc.) will be provided at no cost to the consumer. A service charge of $35.00 will be charged to consumers for service calls made by Ocmulgee EMC during regular hours ($60.00 for call made after regular office hours) if the problem is identified to be related to the consumer's equipment. If the consumer requests that the meter be pulled in order that work can be done on the facility and then set back when work is completed, a single $35.00 service call fee will be charged. If Ocmulgee EMC has received notification from the consumer that all appropriate inspections and permits have been secured, that all required preparation work is complete and that work can be performed by Ocmulgee EMC but upon arriving at the work site, Ocmulgee representatives find that work cannot be done because these things are not complete, the consumer will be charged $35.00 for that unnecessary trip.

Energy Audit - $50

Ocmulgee EMC will provide, at the request of the consumer, informational materials instructing the consumer how to perform an energy audit on their home. An on site energy audit will be provided by Ocmulgee EMC, upon request by consumer, and if problem is identified to be caused by a malfunction of Ocmulgee EMC's equipment or service, the deposit shall be adjusted for not more than the three months immediately preceding the audit.

Connect/Disconnect Charges

A service charge of $60.00 will be charged to any consumer at the time a meter is connected or disconnected after regular working hours. The request for connection or disconnection of service must be made at the office prior to 5:00 p.m. Monday thru Friday to avoid the charge. Meters will not be connected or disconnected after 9:00 p.m.

506 - Other Reasons for Disconnection or Reconnection

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

A. Discovery of meter tampering;

B. Diversion of electric current;

C. Use of power for unlawful purposes'

D. Discovery of a condition determined by the Cooperative to be hazardous.

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

A. Correction of infraction;

B. $150.00 Meter Tampering fee plus applicable service charge (regular working hours or after hours) plus highest billing from previous 3 months' usage (May 1, 1999)

C. Payment of a $35.00 reconnection fee during working hours and a $60.00 reconnection fee after working hours. (Revised May 15, 2013)

D. Member must agree to comply with requirements to protect Cooperative against further infractions.

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

A. For violation of an/or non-compliance with any applicable state or other local laws, regulations and codes pertaining to electric service.

B. For non-compliance with bylaws, rules and regulations of the Cooperative. Electric service disconnected for above reasons will be reconnected upon correction of infractions under same conditions as if consumer had requested disconnection.

507 - Extension of Credit

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

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

B. When the consumer involved establishes to the satisfaction of the Cooperative that his failure to pay the bill has resulted from some mistake on the Cooperative's part or some mistake for which the consumer was not responsible; or

C. When the involved bill is a final bill covering service to a farm, house, or other residential account and the main building thereof has been destroyed by fire not caused by act of arson on the part of the consumer or his family; or

D. When to disconnect service might pose immediate danger to the consumer or other persons due to illness or when the household is immediately and directly affected by a death.

508 - Levelized Billing

A member may be offered the option with the Cooperative's approval to use a payment method which has the effect of a levelized bill. An additional security deposit may be required based on the member's past payment history. Details of this billing method are available upon request.

A system of levelized billing has been approved by the Board of Directors for all residential members of Ocmulgee EMC. Both new and existing members with acceptable credit history may apply.

The levelized bill will be based on the average consumption for the most recent 12 months' usage. Members with less than 12 months' billing history will be filled on the average of whatever history is available and adjusted monthly until 12 months' history is available. The bill amount will not be the same each month but will increase or decrease slightly as the consumption pattern changes. The real benefit to the members will be to prevent extreme fluctuations in payments because of seasonal increases and decreases in power used. The member will continue to pay the same rate as all other members.

In fairness to all members of the Cooperative and to prevent increased liabilities from this group of members who elect to use levelized billing, a fair, but strictly controlled procedure will be followed:

1) New members will be required to satisfy all deposit requirements prior to using the plan.
2) Existing members who apply must have 13 months of acceptable credit history with no actual disconnects for non-payment, no collection notices from meter readers, or returned checks.

   The levelized billing provision became effective March 1, 1986.

509 - Removal from Levelized Plan

Any member who does not pay the amount billed in full will be removed from the Levelized plan automatically when the next bill is produced and any amount owed as a result of being on that plan is due in full. If the account shows a credit balance, it is applied to the current month's billing. (Revised April 21, 1993) A member removed for the above reasons may re-apply as soon as the credit history again meets the conditions as required by any other member.

600 - EASEMENTS, RIGHT OF ACCESS AND COOPERATIVE

601 - Member to Grant Easements to Cooperative if Required

Each consumer shall, upon being requested to do so by the Cooperative, execute and deliver to the Cooperative grants of easement or rights-of-way over, on and under such lands owned by the consumer, and in accordance with such reasonable terms and conditions, as the Cooperative shall require for the furnishing of electric service to him or for the construction of other facilities necessary for furnishing service to others or for transmitting power between two or more otherwise unconnected points on the Cooperative's system.

602 - Right of Access

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

700 - GENERAL CONDITIONS FOR MEMBER WITHDRAWAL

701 - Member Withdrawal

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

1) Payment of any and all amounts due the Cooperative, and cessation of any non-compliance with his membership obligations; all as of the effective date of withdrawal, and either;

a) Removal to other premises not furnished service by the Cooperative; or

b) Ceasing to use any central station electric service whatever at any of the premises to which such service has been furnished by the Cooperative pursuant to the member's membership; or

c) (With the prior approval of the Board of Directors). Resigning his/her membership in favor of another applicant who shall own or directly occupy or use the same premises to which the Cooperative has furnished service pursuant to the resigning member's membership.

Upon such withdrawal, the member shall be entitled to a refund of membership fee and of any service connection or security deposit then held by the Cooperative. (Revised May 21, 1986, effective June 1, 1986.)

REVISED SERVICE RULES APPROVED MAY 15, 2013.

NOTES:

NOTES: