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**BYLAWS  
OF  
GREYSTONE POWER CORPORATION**

**ARTICLE I**

**MEMBERSHIP**

**Section 1.01. Eligibility**

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

**Section 1.02. Application for Membership; Renewal or Prior Application**

Application for membership – wherein the applicant shall agree to purchase electric power and energy from the Cooperative and to be bound by and to comply with all of the other provisions of the Cooperative’s Articles of Incorporation and Bylaws, and all rules, regulations, rate classifications and rate schedules established pursuant thereto, as all the same then exist or may thereafter be adopted or amended (the obligations embraced by such agreement being hereinafter called “membership obligations”) – shall be made in writing on such form as is provided therefore by the Cooperative. With respect to any particular classification of service for which the Board of Directors shall require it, such application shall be accompanied by a supplemental contract, executed by the applicant on such form as is provided therefore by the Cooperative. The membership application shall be accompanied by the membership fee provided for in Section 1.03 (together with any service security deposit, service connection deposit or fee, facilities extension deposit, or contribution in aid of construction that may be required by the Cooperative), which fee (and such service security deposit, service connection deposit or fee, facilities extension deposit, or contribution in aid of construction, if any) shall be refunded in the event the application is by Board resolution denied. Any former member of the Cooperative may, by the sole act of paying a new membership fee and any outstanding account plus accrued interest thereon at the Georgia legal rate on judgments in effect when such account first became overdue, compounded annually, (together with any service security deposit, service connection deposit or fee,

facilities extension deposit, or contribution in aid of construction that may be required by the Cooperative), renew and reactivate any prior application for membership to the same effect as though the application had been newly made on the date of such payment.

### **Section 1.03. Membership Fee; Service Security Deposit; Contribution in Aid of Construction**

The membership fee shall be as fixed from time to time by the Board of Directors. The membership fee (together with any service security deposit or fee, service connection deposit or fee, facilities extension deposit, or contribution in aid of construction, or any combination thereof, if required by the Cooperative) shall entitle the member to one service connection. A service connection deposit or fee, in such amount as may be prescribed by the Cooperative (together with a service security deposit or fee, a facilities extension deposit, or a contribution in aid of construction, or any combination thereof, if required by the Cooperative), shall be paid by the member for each additional service connection requested by him.

### **Section 1.04. Joint Membership**

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

- (a) the presence at a meeting of either or both shall constitute the presence of one member and a joint waiver of notice of the meeting.
- (b) the vote of either or both shall constitute, respectively, one joint vote: PROVIDED, that if both be present but in disagreement on such vote, each shall cast only one-half (1/2) vote;
- (c) notice to, or waiver of notice signed by, either or both shall constitute, respectively, a joint notice or waiver of notice;
- (d) suspension or termination in any manner of either shall constitute, respectively, suspension or termination of the joint membership;
- (e) each, but not both concurrently, shall be eligible to serve as an officer or director of the Cooperative, but only if both meet the qualifications required therefore; and
- (f) neither will be permitted to have any additional service connections except through their one joint membership.

### **Section 1.05. Acceptance into Membership**

Upon complying with the requirements set forth in Section 1.02, any applicant shall automatically become a member on the date of

his connection for electric service: PROVIDED, that the Board of Directors may by resolution deny an application and refuse to extend service upon its determination that the applicant is not willing or is not able to satisfy and abide by the Cooperative's terms and conditions of membership or that such application should be denied for other good cause; PROVIDED FURTHER, that any person whose application, for sixty (60) days or longer, has been submitted to but not denied by the Board of Directors and who has not been connected by the Cooperative for electric service may, by filing written request therefore with the Cooperative at least thirty (30) days prior to the next meeting of the members, have his application submitted to and approved or disapproved by the vote of the members at such meeting, at which the applicant shall be entitled to be present and be heard.

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

The Cooperative shall use reasonable diligence to furnish its members with adequate and dependable electric service, although it cannot and therefore does not guarantee a continuous and uninterrupted supply thereof; and each member, for so long as such premises are owned or directly occupied or used by him, shall purchase from the Cooperative all central station electric power and energy purchased for use on all premises to which electric service has been furnished by the Cooperative pursuant to this membership, unless and except to the extent that the Board of Directors may in writing waive such requirement, and shall pay therefore at the times, and in accordance with the rules, regulations, and rate schedules (including any monthly minimum amount that may be charged with regard to the amount of electric power and energy actually used) established by the Board of Directors and, if in effect, in accordance with the provisions of any supplemental contract that may have been entered into as provided for in Section 1.02. Production or use of electric energy on such premises, regardless of the source thereof, by means of facilities which shall be interconnected with Cooperative facilities, shall be subject to appropriate regulations as shall be fixed from time to time by the Cooperative. Each member shall also pay all other amounts owed by him to the Cooperative as and when they become due and payable. When the member has more than one service connection from the Cooperative, any payment for service to him by the Cooperative shall be deemed to be allocated and credited on a pro rata basis to his outstanding accounts for all such service connections, notwithstanding that the Cooperative's actual accounting procedures do not reflect such allocation and proration.

**Section 1.07. Excess Payments to be Credited as Member-Furnished Capital**

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

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

Each member shall cause all premises receiving electric service pursuant to his membership to become and to remain wired in accordance with the specification of the National Electric Code, any applicable state code or local government ordinances, and of the Cooperative. If the foregoing specifications are variant, the more exacting standards shall prevail. Each member shall be responsible for - and shall indemnify the Cooperative and its employees, agents and independent contractors against death, injury, loss or damage resulting from any defect in or improper use or maintenance of - such premises and all wiring and apparatus connected thereto or used thereon. Each member shall make available to the Cooperative a suitable site, as determined by the Cooperative, whereon to place the Cooperative's physical facilities for the furnishing and metering of electric service and shall permit the Cooperative's authorized employees, agents and independent contractors to have access thereto safely and without interference from hostile dogs or any other hostile source, for meter reading, bill collecting and for inspection, maintenance, replacement, relocation, repair or disconnection of such facilities at all reasonable times. As part of the consideration for such service, each member shall be the Cooperative's bailee of such facilities and shall accordingly desist from interfering with, impairing the operation of or causing damage to such facilities, and shall use his best efforts to prevent others from so doing. Each member shall also provide such protective devices to his premises, apparatus or meter base as the Cooperative shall from time to time require in order to protect the Cooperative's physical facilities and their operation and to prevent any interference with or damage to such facilities. In the event such facilities are interfered with, impaired in their operation or damaged by the member, or by any other person when the member's reasonable care and surveillance should have prevented such, the member shall indemnify the Cooperative and its employees, agents and independent contractors against death, injury, loss or damage resulting therefrom, including but not limited to the Cooperative's cost of repairing, replacing or relocating any such facilities and its loss, if any, of revenues resulting from the failure or defective functioning of its metering equipment. The Cooperative shall, however, in accordance with its applicable service rules and regulations, indemnify the member for any overcharges for service that may result from a malfunctioning of its metering equipment or any error occurring in the Cooperative's billing procedures. In no event shall the responsibility of the Cooperative for furnishing electric service extend beyond the point of delivery.

**Section 1.09. Member to Grant Easement to Cooperative and to Participate in Required Cooperative Load Management Programs**

As a condition of membership, each member upon being requested by the Cooperative shall execute and deliver to the Cooperative without charge, easements of right-of-way over, on and under such lands owned or leased by or mortgaged to the member, and in accordance with such reasonable terms and conditions, as the Cooperative shall require for the furnishing of electric service to him or other members or for the construction, operation, maintenance or relocation of the Cooperative's electric facilities. Each member shall participate in any "required" program and comply with related rates and service rules and regulations that may be established by the Cooperative to enhance load management, more efficiently to utilize or conserve electric energy, or to conduct load research.

## **ARTICLE II**

### **MEMBERSHIP SUSPENSION AND TERMINATION**

#### **Section 2.01. Suspension; Reinstatement**

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

#### **Section 2.02. Termination by Expulsion; Renewed Membership**

Upon the failure of a suspended member to be automatically reinstated to membership, as provided in Section 2.01, he may, without further notice, but only after due hearing if such is requested by him, be expelled by the affirmative votes of not less than a majority of the directors in office at any subsequently held regular or special meeting of the Board. Any person so expelled may, by delivering written notice to that effect to the Cooperative at least ten (10) days prior to the next meeting of the members, appeal to and be present and heard at such meeting, which may vote approval of such expulsion or disapproval thereof, in which latter event such person's membership shall be reinstated retroactively to the date of his expulsion. After any finally effective expulsion of a member, he may not again become a member except upon new application therefore duly approved as provided in Sections 1.02 and 1.05. The

Board of Directors, upon principles of general application in such cases, may establish such additional terms and conditions for renewed membership as it determines to be reasonably necessary to assure the applicant's compliance with all his membership obligations.

### **Section 2.03. Termination by Withdrawal or Resignation**

A member may withdraw from membership upon such generally applicable conditions as the Board of Directors shall prescribe and upon either (a) ceasing to (or, with the approval of the Board of Directors, resigning his membership in favor of a new applicant who also shall) own or directly occupy or use all premises being furnished electric service pursuant to his membership, or (b) except when the Board of Directors specifically waives such condition, abandoning totally and permanently the use of central station electric service on such premises.

### **Section 2.04. Termination by Death or Cessation of Existence; Continuation of Membership in a Remaining or New Partners**

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

### **Section 2.05. Effect of Termination**

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

### **Section 2.06. Effect of Death, Legal Separation or Divorce upon a Joint Membership**

Upon the death of either spouse of a joint membership, such membership shall continue to be held solely by the survivor, in the

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

**Section 2.07. Board Acknowledgement of Membership Termination; Acceptance of Members Retroactively**

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

## **ARTICLE III**

### **MEETINGS OF MEMBERS**

**Section 3.01. Annual Meeting**

For the purposes of electing directors, hearing and passing upon reports covering the previous fiscal year, and transacting such other business as may properly come before the meeting, the annual meeting of the members shall be held the second Saturday of the month of October each year, at such place within a county in the State of Georgia served by the Cooperative, and beginning at such hour, as the Board of Directors shall from year to year fix: PROVIDED, that for good cause the Board of Directors may fix a different date for such annual meeting not more than thirty (30) days prior or subsequent to the date otherwise established for such meeting in this Section. It shall be the responsibility of the Board of Directors to make adequate plans and preparations for and to encourage member attendance at the annual meeting. Failure to hold the annual meeting at the designated time and place shall not work a forfeiture or dissolution of the Cooperative.

**Section 3.02. Special Meetings**

A special meeting of the members may be called by the Board of Directors, the Chairman of the Board, by any three directors, or by

petition signed by not less than ten (10%) percent of the then-total members of the Cooperative, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided in Section 3.03. Such a meeting shall be held at such place in one of the counties in Georgia which the Cooperative serves, on such date not sooner than forty (40) days after the call for such meeting is made, or a petition therefore is filed, and beginning at such hour as shall be designated by him or those calling or petitioning for the same.

### **Section 3.03. Notice of Member Meetings**

Written or printed notice of the place, day and hour of the meeting, and, in the case of a special meeting or of an annual meeting at which business requiring special notice is to be transacted, the purpose or purposes of the meeting shall, except as provided in Ga. Code Section 46-3-382, 46-3-401 and 46-3-420, be delivered to each member not less than five (5) days nor more than ninety (90) days prior to the date of the meeting, by any reasonable means, by or at the direction of the Chairman, the Secretary, (or, in the case of a special meeting, at the direction of him or those calling the meeting). Reasonable means of providing such notice shall include but not be limited to United States mail, personal delivery, the Cooperative's monthly newsletter or its monthly insert, if any, in "Georgia Magazine," or member service billings. No matter the carrying of which, as provided by law or by the Cooperative's Articles of Incorporation or Bylaws requires the affirmative votes of at least a majority of all the Cooperative's members shall be acted upon at any meeting of the members unless notice of such matter shall have been contained in the notice of the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears on the records of the Cooperative, with postage thereon prepaid and, whether mailed first class or not, post-marked at least five (5) days prior to the meeting date. In making such computation, the date of the meeting shall not be counted. The incidental and non-intended failure of any member to receive such notice shall not invalidate any action which may be taken by the members at any such meeting, and the attendance in person of a member at any meeting of the members shall constitute a waiver of notice of such meeting unless such attendance shall be for the express purpose of objecting to the transaction of any business, or one or more items of business, on the ground that the meeting shall not have been lawfully called or convened. Any member attending any meeting for the purpose of making such objection shall notify the Secretary prior to or at the beginning of the meeting of his objection.

### **Section 3.04. Quorum**

As long as the total number of members does not exceed one thousand (1,000), fifteen percent (15%) of the total number of members present in person shall constitute a quorum. In case the total number of members shall exceed one thousand (1,000), one

hundred fifty (150) members, present in person, shall constitute a quorum. If less than a quorum is present at any meeting, a majority of those present in person may adjourn the meeting to another time and date not less than thirty (30) days later and to any place within one of the counties in Georgia in which the Cooperative serves: PROVIDED, that the Secretary shall notify any absent members of the time, date and place of such adjourned meetings by delivering notice thereof as provided in Section 3.03. At all meetings of the members, whether a quorum be present or not, the secretary shall annex to the meeting minutes, or incorporate therein by reference, a list of those who were present. When a quorum is once present to organize a meeting, the members who remain present may continue to do business at the meeting, or at any adjournment thereof, notwithstanding the withdrawal of enough members to leave less than a quorum.

### **Section 3.05. Voting**

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

### **Section 3.06. Credentials and Election Committee**

The Board of Directors shall, at least ten (10) days before any meeting of the members, appoint a Credentials and Election Committee. The Committee shall consist of an uneven number of members not less than seven (7) nor more than nine (9) who are not members of the Nominating Committee or existing Cooperative employees, agents, officers, directors or known candidates for director, and who are not close relatives (as hereinafter defined) or members of the same household thereof. In appointing the Committee, the Board shall have regard for the equitable representation of the several areas served by the Cooperative. The Committee shall elect its own chairman and secretary prior to the member meeting. It shall be the exclusive responsibility of the Committee to establish or approve the manner of conducting member registration and any ballot or other voting, to pass upon all questions that may arise with respect to the registration of members in person, to count all ballots or other votes cast in any election or in any other matter, to rule upon the effect of any ballots or other vote irregularly or indecisively marked or cast, to rule upon all other questions that may arise relating to member voting and the election, qualifications and conflicts of interest of directors (including but not limited to the validity of petitions or nomination or the qualifications of candidates and the regularity of the nomination and

election of directors), and to pass upon any protest, inquiry or objection filed with respect to any election, conduct affecting the results of any election, the qualifications of any director, or any questions regarding the conflict of interest of any director. In the exercise of its responsibility, the Committee shall have available to it the advice of counsel provided by the Cooperative. In the event a protest or objection is filed concerning any election, such protest or objection must be filed during, or within three (3) business days following the adjournment of the meeting in which the voting is conducted. The Committee shall thereupon be convened, upon notice from its chairman, not less than seven (7) days after such protest or objection is filed. The committee shall hear such evidence as is presented by the protestor(s) or objector(s), who may be heard in person, by counsel, or both, and any opposing evidence; and the Committee, by a vote of a majority of those present and voting, shall, within a reasonable time but not later than thirty (30) days after such hearing, render its decision, the result of which may be to affirm the election, to change the outcome thereof, or to set it aside. In the event a question is raised concerning the qualifications or conflict of interest of any director, candidate for a director's position, or nominee for a director's position, the Committee shall, within thirty (30) days from the time said question has been filed in writing, convene to hear such evidence as is presented by all interested parties to the controversy and, by a vote of majority of those present and voting, render its decision concerning said controversy. The Committee may not affirmatively act on any matter unless a majority of the Committee is present. The Committee's decision (as reflected by a majority of those actually present and voting) on all matters covered by this Section shall be final. Without limiting the foregoing duties and prerogative of the Committee, on request of the person presiding at the meeting of the members or on the request of any member entitled to vote thereat, such Committee shall make a report in writing of any challenge, question, count, or matter determined by the Committee and execute a certificate of any fact found by them. Any such report or certificate made by them shall be prima-facie evidence of the facts stated and of the vote as certified by them. Any Committee member related within the third degree by affinity or consanguinity computed according to the civil law to any director or candidate for director shall refrain from participating in any deliberation or vote of the Committee concerning such candidate or director.

### **Section 3.07. Order of Business**

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

- (1) Report on the number of members present in person in order to determine the existence of quorum;

- (2) Reading of the notice of the meeting and proof of the due “giving” thereof, or of the waiver or waivers of notice of the meeting, as the case may be;
- (3) Reading of unapproved minutes of previous meetings of the members and the taking of necessary action thereon;
- (4) Presentation and consideration of reports of officers, directors and committees;
- (5) Election of board members;
- (6) Unfinished business;
- (7) New business; and
- (8) Adjournment.

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

## **ARTICLE IV**

### **DIRECTORS**

#### **Section 4.01. Number and General Powers**

The business and affairs of the Cooperative shall be managed by a Board of nine (9) Directors. The Board shall exercise all of the powers of the Cooperative except such as are by law or by the Cooperative’s Articles of Incorporation or Bylaws conferred upon or reserved to the members. The Board of Directors shall not appoint or elect any committee to exercise the authority of the Board. However, the Board may appoint or elect from its own membership one or more committees, each consisting of at least two directors, for the purpose of serving in an advisory or recommendatory capacity to the Board.

#### **Section 4.02. Qualifications**

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

- (a) while serving on the Board or during the five (5) years preceding his or her nomination thereof shall have been finally adjudged to be guilty of a felony; or
- (b) is a close relative of an incumbent director; or
- (c) is or has been, during the twelve (12) months immediately preceding the date for which said director stands for election or is appointed, an employee of the Cooperative, an employee or director of a competing utility, a close relative of an

- employee of the Cooperative, or a close relative of an employee or director of a competing utility; or
- (d) has been determined by the Credentials and Election Committee to have an irreconcilable conflict of interest with the fiduciary duty owed by a director to the Cooperative; or
  - (e) is not a member of the Cooperative and a bona fide resident of the District he/she seeks to represent and whose primary place of residence is not located within said District and served by the Cooperative.
  - (f) No person shall be eligible to become or remain a director of, or to hold any other position of trust in, the Cooperative who is not at least eighteen (18) years of age or is in any way employed by or substantially financially interested in a competing enterprise, or a business selling electric energy or supplies to the Cooperative, except when such employment or financial interest, in the judgment of the Directors, excluding the Director in question, is so inconsiderable and incidental as not to pose a reasonable prospect of a conflict of interest.

Notwithstanding any of the foregoing provisions of this Section addressing close relative relationships, no incumbent director shall lose eligibility to remain a director or to be re-elected as a director if he becomes a close relative of another incumbent director or of a cooperative employee because of a marriage to which he was not a party.

Upon presentation to any member of the Board of Directors of written charges that any person being considered for, or already holding, a directorship in the Cooperative lacks eligibility under this Section, it shall be the duty of the Board of Directors to report said facts to the Credentials and Election Committee for determination as to whether or not said person meets the necessary qualifications for a director of the Cooperative, and, upon the rendering of the said Credentials and Election Committee's findings that said person does not meet the necessary qualifications for a director, to cause said person to be removed therefrom or disqualified, as the case may be. Nothing contained in this Section 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, unless such action is taken with respect to a matter which is affected by the provisions of this Section and in which one or more of the directors have an interest adverse to that of the Cooperative.

### **Section 4.03. Election**

At each annual meeting of the members, directors shall be elected by secret written ballot by the members, and, except as provided in the first provision of Section 4.02 of these Bylaws, from among those members who are natural persons: PROVIDED that, when the number of nominees does not exceed the number of directors to be elected from a particular Directorate District, and if there is no objection, secret written balloting may be dispensed with in respect of that particular election and voting may be conducted in any other proper manner. Directors shall be elected by a plurality of the votes cast unless the members in advance of any balloting resolve that a majority of the votes cast shall be required to elect, and this Bylaw

provision shall be drawn to the attention of the member and explained to them prior to any balloting. Drawing by lot shall resolve, where necessary, any tie votes.

#### **Section 4.04. Tenure**

Directors shall be so nominated and elected that one director from each of Directorate Districts Nos. 1, 4, and 8 shall be elected for three-year terms at an annual member meeting; one director from each of Directorate Districts Nos. 3, 5, and 9 shall be elected for three-year terms at the next succeeding annual member meeting; and one director from each of Directorate Districts Nos. 2, 6 and 7 shall be elected for three-year terms at the next succeeding annual member meeting, and so forth: PROVIDED, and if subsequently provided for pursuant to Section 4.05 hereof that the terms of no two directors from the same Directorate District shall coincide. Upon their election, directors shall, subject to the provisions of these Bylaws with respect to the removal of directors, serve until the annual meeting of the members of the year in which their terms expire or until their successors shall have been elected and shall have qualified. If for any reason an election of directors shall not be held at an annual meeting of the members duly fixed and called pursuant to these Bylaws, such election may be held at an adjournment of such meeting or at a subsequently held special meeting or at the next annual meeting of the members. Failure of an election for a given year shall allow the incumbents whose directorships would have been voted on to hold over only until the next member meeting at which a quorum is present.

#### **Section 4.05. Directorate Districts**

The territory served by the Cooperative shall be divided into nine (9) Directorate Districts. Each District shall be represented by the number of directors, and the Districts are described, as follows (and on the map included with and made part of these Bylaws):

**District No. 1.** All of the territory served by GreyStone Power Corporation in Bartow and Paulding Counties north of Highway 278 from the eastern boundary of Carroll EMC line east to a point where Highway 120 intersects Highway 278, thence north along Hwy. 120 to the western boundary of Cobb EMC lines. (One director.)

**District No. 2.** All of the territory in Paulding County, south of the line of District No. 1 as aforesaid, and east of the Carroll EMC line in said county, and west of Cobb and Paulding County line. The south line of said district to run from the intersection of the Carroll EMC line and the southern boundary of Paulding County, thence east along the Paulding and Carroll County line to the intersection of Highway 61. Thence north along Highway 61 to New Georgia, thence east along Ridge Road Hwy. 92, thence north along Hwy. 92 to the junction of Hwy. 92 and Pine Valley Lake Road thence east along Pine Valley Lake Road, to the Paulding and Cobb County line. (One director.)

**District No. 3.** All of the territory south of south line of District No. 2 as aforesaid, east of the line between Douglas and Carroll County; and west of the dividing line between Douglas and Cobb County, and north of the Southern Railway Company line, through said Douglas County (said District embracing territory in both Paulding and Douglas counties). (One director.)

**District No. 4.** All of the territory served by GreyStone Power Corporation in Carroll County lying to the north of the Southern Railway Company line and all that territory served by GreyStone Power Corporation in Carroll and Douglas Counties south of the Southern Railway Company line and east of the Carroll EMC line. The east line of said District shall be the public road designed as Highway 5 running in a northerly direction from the intersection of Highway 5 and the Carroll EMC line to the intersection of Highway 5 and Dorsett Shoals Road, thence east along Dorsett Shoals Road to the intersection of Dorsett Shoals Road and Yeager Road, thence north along Yeager Road to the intersection of Yeager Road and Kings Highway, thence north on Kings Highway to the intersection of Kings Highway and Highway 5, thence north along Highway 5 to the intersection of Highway 5 and Rose Avenue, thence along Rose Avenue to the Southern Railway Company line. (One director.)

**District No. 5.** All of the territory served by GreyStone Power Corporation in Carroll and Douglas Counties south of the Southern Railway Company line and east of the east line of District No. 4 as aforesaid. The east line of said district to be the public road designated as Highway 92 proceeding in a southerly direction to the intersection of Highway 92 and Highway 166, thence southeast along Highway 166 to the Chattahoochee River; the south line of said district to be the Chattahoochee River. (One director.)

**District No. 6.** All of the territory in Fulton County, southeast of the Chattahoochee River, the easterly line to begin at Highway 92 on the Chattahoochee River, south to Highway 154, known as Cascade-Palmetto Highway, to the intersection of Rivertown Road, thence east along Rivertown Road to the city of Fairburn, thence south through the city of Fairburn along Highway 74 to the southern territorial lines of GreyStone Power Corporation to include all members in Coweta and Fayette Counties served by GreyStone Power Corporation. (One director.)

**District No. 7.** All of the remainder of Fulton County served by GreyStone Power Corporation east of aforesaid line designated as the easterly line of District No. 6 to the lines of Georgia Power Company and the city of Fairburn. (One director.)

**District No. 8.** All of the territory located in Douglas County, south of the Southern Railway Company line and east of the east line of District No. 5 as aforesaid; north of the Chattahoochee River; and west of the dividing line between Douglas and Cobb County. (One director.)

**District No. 9.** All of the territory embraced within Cobb County served by GreyStone Power Corporation. (One director.)

The above described Districts are designated by their respective numbers on the map included in and made part of these Bylaws. Notwithstanding the foregoing number of Districts, District descriptions and number of District directors presently provided for in this section and in other sections of this Article IV, every year the Board of Directors, not less than ninety (90) days prior to the earliest date on which the annual member meeting may be scheduled pursuant by these Bylaws to be held, shall review the Districts and Directorships. If the Board determines that the boundaries or number of districts should be altered or that the number of District directors should be increased or reduced, so as to correct any substantially inequitable factors regarding the residence of members, the number or the geographic location of Districts or the number of District directors, the Board shall amend these Bylaws accordingly and may, after such amendments become effective, appoint any additional directors provided for by such amendments, and may fix their respective initial terms, not to exceed three (3) years. The Board of Directors shall cause all such amendments and the names, addresses and initial terms of any such newly appointed additional directors to be noticed in writing to the members not less than five (5) days prior to the date on which the Committee on Nominations for the next annual member meeting shall first convene, and shall also, in timely advance of such Committee meeting, inform the members of the names, addresses and telephone numbers of the members of the Nominating Committee and of the date, hour and place of the Committee's first meeting.

From and after the date of notice of amendments, these Bylaws shall have been effectively amended accordingly, except that such Districts and/or the number of District directors may also be changed by amendment of these Bylaws by the members from time to time in order to establish the most equitable and geographical representation of the Board of Directors: PROVIDED, that any change so made by action of the Board shall be in full force and effect until at least the completion of the election of directors at the annual meeting of the members first held in accordance with such changes effectuated by the Board of Directors; AND PROVIDED FURTHER, that no such change, whether effectuated by the Board or by the members, shall become effective so as to compel the vacancy of any director's office prior to the time such director's term would normally expire unless such director consents thereto in writing.

#### **Section 4.06. Nominations**

It shall be the duty of the Board of Directors to appoint, not less than seventy-five (75) days prior to the date of a meeting of the members at which directors are to be elected, a Committee on Nominations, consisting of nine (9) members of the Cooperative, who are not existing Cooperative employees, agents, officers, directors or known candidates for director, who are not close relatives (as hereinafter defined) or members of the same household

thereof, and who are so selected that each of the Cooperative's Directorate Districts shall have representation thereon in proportion to the number of authorized directors from or with respect to such District. The Committee shall prepare and post at the principal office of the Cooperative at least sixty-five (65) days prior to the meeting a list of nominations for directors to be elected, listing separately the nominee(s) for each Directorate District from or with respect to which a director must, pursuant to this Article, be elected at the meeting. The Committee may include as many nominees for any director to be elected from or with respect to any Directorate District as it deems desirable. Any fifty (50) or more members of the Cooperative, acting together, may make additional nominations in writing over their signatures, listing their nominee(s) in like manner, not less than fifty-five (55) days prior to the meeting, and the Secretary shall post such nominations at the same place where the list of nominations made by the Committee is posted. The Secretary shall mail to the members with the notice of the meeting, or separately, but at least five (5) days prior to the date of the meeting, a statement of the names and addresses of all nominees for each Directorate District from or with respect to which one or more directors must be elected, showing clearly those nominated by the Committee and those nominated by petition, if any. PROVIDED, however, that should a nominee die, become disabled or disqualified after nomination but before the date set for election, the Nominating Committee may be reconvened, if feasible, to make further nomination(s) for such Directorate District, or if not feasible to reconvene the Nominating Committee, nominations may be made from the floor at the meeting wherein such election was to be held. Notwithstanding the provisions contained in this Section, failure to comply with any of such provisions shall not affect in any manner whatsoever the validity of any action taken by the Board of Directors after the election of directors.

#### **Section 4.07. Voting for Directors; Validity of Board Action**

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

#### **Section 4.08. Removal of Directors by Members**

Any member may bring one or more charges for cause against any one or more director(s) and may request the removal of such director(s) by reason thereof by filing with the Secretary such charge(s) in writing together with a petition signed by not less than ten (10%) percent of the then-total members of the Cooperative,

which petition calls for a special member meeting, the stated purpose of which shall be to hear and act on such charge(s) and, if one or more directors are recalled, to elect their successor(s) and specifies the place, time and date thereof not sooner than forty (40) days after filing of such petition or requests that the matter be acted upon at the subsequent annual member meeting if such meeting will be held not sooner than forty (40) days after the filing of such petition. Each page of the petition shall, in the forepart thereof, state the name(s) and address(es) of the member(s) filing such charge(s), a verbatim statement of such charge(s) and the name(s) of the director(s) against whom such charge(s) is (are) being made. The petition shall be signed by each member in the same name as he is billed by the Cooperative and shall state the signatory's address as the same appears on such billings. Notice of such charge(s) verbatim, of the director(s) against whom the charge(s) have been made, of the member(s) filing the charge(s) and the purpose of the meeting shall be contained in the notice of the meeting, or separately noticed to the members not less than ten (10) days prior to the member meeting at which the matter will be acted upon: PROVIDED, that the notice shall set forth only twenty (20) of the names (in alphabetical order) of the members filing one or more charges if twenty (20) or more members file the same charge(s) against the same director(s). Such director(s) shall be informed in writing of the charges after they have been validly filed and at least twenty (20) days prior to the meeting of the members at which the charge(s) is (are) to be considered, and shall have an opportunity at the meeting to be heard in person, by witnesses, by counsel or any combination of such, and to present evidence in respect to the charge(s); and the person(s) bringing the charge(s) shall have the same opportunity, but must be heard first. The question of the removal of such director(s) shall, separately for each if more than one has been charged, be considered and voted upon at such meeting, and any vacancy created by such removal shall be filled by vote of the members at such meeting without compliance with the foregoing provisions with respect to nominations, except that nominations shall be made from the floor: PROVIDED, that the question of the removal of a director shall not be voted upon at all unless some evidence in support of the charge(s) against him shall have been presented during the meeting through oral statements, documents or otherwise. A director may be removed for cause from his or her position upon the affirmative vote of at least two-thirds of the members of the Board that cause for removal has been shown.

Cause, for the purposes of this Section of these Bylaws, shall mean fraudulent or dishonest acts, gross abuse of authority in the discharge of duties to the Cooperative, or clear inability to perform the duties of a director and must be established after written notice of specific charges and the opportunity to meet and refute the charges.

Also, the office of a director shall automatically become vacant if he or she misses as many as three (3) regular meetings of the Board during any twelve (12) consecutive such meetings, unless the remaining directors unanimously resolve that:

- (1) there was good cause for such absences and

(2) such cause will not likely result in such absences during the next ensuing twelve (12) consecutive regular Board meetings.

A newly elected director shall be from or with respect to the same Directorate District as was the director whose office he or she succeeds and shall serve the unexpired portion of the removed director's term.

#### **Section 4.09. Vacancies**

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

#### **Section 4.10. Compensation; Expenses**

For their services as such, directors shall, on a per diem basis, receive such compensation, which may include insurance benefits, as fixed by resolution of the Board of Directors. Directors shall also receive advancement or reimbursement of any travel and out-of-pocket expenses actually, necessarily and reasonably incurred, in performing their duties. No close relative of a director shall be employed by the Cooperative and no director shall receive compensation for serving the Cooperative in any other capacity, unless the employment of such relative or the service of such director is temporary and shall be specifically authorized by a vote of the members or such payment and amount shall be specifically authorized by the remaining directors upon their resolved determination that such was an emergency measure: PROVIDED, that a director who is also an officer of the Board, and who as such officer performs regular or periodic duties of a substantial nature for the Cooperative in its fiscal affairs, may be compensated in such amount as shall be fixed and authorized in advance of such service by the unanimous vote of the remaining directors. The Cooperative shall indemnify directors and may purchase insurance to cover such indemnification, as provided for in Ga. Code Section 46-3-306.

#### **Section 4.11. Rules, Regulations, Rate Schedules and Contracts**

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

#### **Section 4.12. Accounting System and Reports**

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

#### **Section 4.13. Subscription to Cooperative's Newsletter; Subscription to "Georgia Magazine"**

For the purpose of disseminating information devoted to the economical, effective and conservative use of electric energy, the Board of Directors shall be authorized, on behalf of and for circulation to the members periodically, to subscribe to the Cooperative's Newsletter, the annual subscription price for which shall not be less than \$.75 nor more than \$2.00, and which shall be deducted from any funds accruing in favor of such members, so as to reduce such funds in the same manner as would any other expense of the Cooperative. The Board of Directors shall be empowered and authorized, on behalf of and for circulation to the members periodically, to subscribe to "Georgia Magazine," the annual subscription price for which shall not be less than \$1.44 nor more than \$2.50, and which shall be deducted from any funds accruing in favor of such members, so as to reduce such funds in the same manner as would any other expense of the Cooperative.

#### **Section 4.14. "Close Relative" Defined**

As used in these bylaws, "close relative" means a person who, by blood or in law, including half, foster, step and adoptive kin, is either a spouse, child, grandchild, parent, grandparent, brother, sister, aunt, uncle, nephew, or niece of the principal.

## **ARTICLE V**

### **MEETING OF DIRECTORS**

#### **Section 5.01. Regular Meetings**

A regular meeting of the Board of Directors shall be held, without notice, immediately after the adjournment of the annual meeting of the members, or as soon thereafter as conveniently may be, at such site as designated by the Board in advance of the annual member meeting. A regular meeting of the Board of Directors shall also be held monthly at such date, time and place in one of the counties in Georgia within which the Cooperative serves as the Board shall provide by resolution. Such regular monthly meeting may be held without notice other than such resolution fixing the date, time and place thereof, except when business to be transacted thereat shall

require special notice: PROVIDED, that any director absent from any meeting of the Board at which such a resolution initially determines or makes any change in the date, time or place of a regular meeting shall be entitled to receive written notice of such determination or change at least five (5) days prior to the next meeting of the Board; AND PROVIDED FURTHER that, if a policy therefore is established by the Board, the Chairman may change the date, time or place of a regular monthly meeting for good cause and upon at least five (5) days' notice thereof to all directors.

### **Section 5.02. Special Meetings**

Special meetings of the Board of Directors may be called by Board resolution, by the Chairman or by any six (6) directors, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided in Section 5.03. The Chairman or the directors calling the meeting shall fix the date, time and place for the meeting, which shall be held in one of the counties served by the Cooperative unless all directors consent to its being held in some other place in Georgia or elsewhere. Special meetings, upon proper notice as otherwise provided herein may also be held via telephone conference call, without regard to the actual location of the directors at the time of such a telephone conference meeting, if all the directors consent thereto.

### **Section 5.03. Notice of Directors Meetings**

Written notice of the date, time, place (or telephone conference call) and purpose or purposes of any special meeting of the Board and, when the business to be transacted thereat shall require such, of any regular meeting of the Board shall be delivered to each director not less than five (5) days prior thereto, either personally or by mail, by or at the direction of the Secretary or, upon a default in this duty by the Secretary, by him or her or those calling it in the case of a special meeting or by any director in the case of any meeting whose date, time and place have already been fixed by Board resolution. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the director at his or her address as it appears on the records of the Cooperative, with first class postage thereon prepaid, and postmarked at least five (5) days prior to the meeting date. The attendance of a director at any meeting of the Board shall constitute a waiver of notice of such meeting unless such attendance shall be for the express purpose of objecting to the transaction of any business, or of one or more items of business, on the grounds that the meeting shall not have been lawfully called or convened.

### **Section 5.04. Quorum**

The presence in person of a majority of the directors in office shall be required for the transaction of business, and, the affirmative votes of a majority of the directors present and voting shall be required for any action to be taken: PROVIDED, that a director who by law or these Bylaws is disqualified from voting on a particular

matter shall not, with respect to consideration of and action upon that matter, be counted in determining the number of directors in office or present; AND PROVIDED FURTHER that, if less than a quorum be present at a meeting, a majority of the directors present may adjourn the meeting from time to time, but shall cause the absent directors to be duly and timely notified of the date, time and place of such adjourned meeting.

## **ARTICLE VI**

### **OFFICERS; MISCELLANEOUS**

#### **Section 6.01. Number and Title**

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

#### **Section 6.02. Election and Term of Office**

The officers named in Section 6.01 shall be elected by secret written ballot, annually and without prior nomination, by and from the Board of Directors at the first meeting of the Board held after each annual meeting of the members. If the election of such officers shall not be held at such meeting, it shall be held as soon thereafter as conveniently may be. Each such officer shall hold office until the meeting of the Board first held after the next succeeding annual meeting of the members or until his or her successor shall have been duly elected and shall have qualified, subject to the provision of the Bylaws with respect to the removal of directors by the members and to the removal of officers by the Board of Directors. Any other offices may be elected by the Board from among such persons, and with such title, tenure, responsibilities and authorities, as the Board of Directors may from time to time deem advisable.

#### **Section 6.03. Removal**

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

#### **Section 6.04. Vacancies**

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

#### **Section 6.05. Chairman**

The Chairman shall:

- (a) be the principal executive officer of the Cooperative and shall preside at all meetings of the Board of Directors, and unless

determined otherwise by the Board of Directors, at all Meetings of the members;

- (b) sign, with the Secretary, certificates of membership the issue of which shall have been authorized by resolution of the Board of Directors, and may sign any deeds, mortgages, deeds of trust, notes, bonds, contracts or other instruments authorized by the Board of Directors to be executed, except in cases in which the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Cooperative, or shall be required by law to be otherwise signed or executed; and
- (c) in general, perform all duties incident to the office of Chairman and such other duties as may be prescribed by the Board of Directors from time to time.

### **Section 6.06. Vice Chairman**

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

### **Section 6.07. Secretary**

The Secretary shall:

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

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

### **Section 6.08. Treasurer**

The Treasurer shall:

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

### **Section 6.09. Delegation of Secretary's and Treasurer's Responsibilities**

Notwithstanding the duties, responsibilities and authorities of the Secretary and of the Treasurer herein before provided in Sections 6.07 and 6.08, the Board of Directors by resolution may, except as otherwise limited by law, delegate, wholly or in part, the responsibility and authority for, and the regular or routine administration of, one or more of such officers' such duties to one or more agents, other officers or employees of the Cooperative who are not directors. To the extent that the Board does so delegate with respect to either such officer, that officer as such shall be released from such duties, responsibilities and authorities.

### **Section 6.10. General Manager and President/CEO**

The Board of Directors may appoint a general manager, who may be, but who shall not be required to be, a member of the Cooperative, and who also may be designated President/CEO. Such person shall perform such duties as the Board of Directors may from time to time require and shall have such authority as the Board of Directors may from time to time vest in him or her.

### **Section 6.11. Bonds**

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

### **Section 6.12. Compensation; Indemnification**

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

provided in Section 4.10 of these Bylaws, and the powers, duties and compensation of any other officers, agents and employees shall be fixed by the Board of Directors. The Cooperative shall indemnify directors, officers, including the President/CEO, (and/or if so titled, the Executive Vice President) employees and agents and may purchase insurance to cover such indemnification as provided in Ga. Code Section 46-3-306.

### **Section 6.13. Reports**

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

## **ARTICLE VII**

### **FINANCIAL TRANSACTIONS**

#### **Section 7.01. Contracts**

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

#### **Section 7.02. Checks, Drafts, etc**

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

#### **Section 7.03. Deposits; Investments**

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

## **ARTICLE VIII**

### **MEMBERSHIP CERTIFICATES**

#### **Section 8.01. Certificate of Membership**

Membership in the Cooperative may, if the Board so resolves, 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 Cooperative's Articles of Incorporation or its Bylaws. Such certificate if authorized to be issued by the Board, shall be signed by the Chairman and by the Secretary, and the seal shall be affixed thereto: PROVIDED, that the seal and the signatures of the Chairman and the Secretary may be imprinted thereon by facsimile.

### **Section 8.02. Issue of Membership Certificates**

No membership certificate shall be issued for less than the membership fee fixed by these Bylaws nor until such membership fee, any required service security deposits, facilities extension deposits, service connection fees, or contributions have been fully paid.

### **Section 8.03. Lost Certificate**

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

## **ARTICLE IX**

### **NON-PROFIT ORGANIZATION**

### **Section 9.01. Interest or Dividends on Capital Prohibited**

The Cooperative shall at all times be operated on a cooperative nonprofit basis for the mutual benefit of its patrons. No interest or dividends shall be paid or payable by the Cooperative on any capital furnished by its patrons.

### **Section 9.02. Patronage Capital in Connection with Furnishing Electric Energy**

In the furnishing of electric energy the Cooperative's operations shall be so conducted that all patrons will, through their patronage, furnish capital for the Cooperative. In order to induce patronage and to assure that the Cooperative will operate on a non-profit basis, the Cooperative is obligated to account on a patronage basis to all its patrons for all amounts received and receivable from the furnishing of electric energy in excess of operating costs and expenses properly chargeable against the furnishing of electric energy. All such amounts in excess of operating costs and expenses at the moment of receipt by the Cooperative are received with the understanding that they are furnished by the patrons as capital. The Cooperative is obligated to pay by credits to a capital account for each patron all such amounts in excess of operating costs and expenses. The books and records of the Cooperative shall be set up and kept in such a manner that at the end of each fiscal year the amount of capital, if any, so furnished by each patron is clearly reflected and credited in an appropriate record to the capital account of each patron, and the

Cooperative shall within a reasonable time after the close of the fiscal year notify each patron of the amount of capital so credited to his account; PROVIDED, that individual notices of such amounts furnished to each patron shall not be required if the Cooperative notifies all patrons of the aggregated amount of such excess and provides a clear explanation of how each patron may compute and determine for himself the specific amount of capital so credited to him. All such amounts credited to the capital account of any patron shall have the same status as though they had been paid to the patron in cash in pursuance of a legal obligation to do so and the patron had then furnished the Cooperative corresponding amounts for capital.

All other amounts received by the Cooperative from its operations in excess of costs and expenses shall, insofar as permitted by law, be (a) used to offset any losses incurred during the current or any prior fiscal year and (b) to the extent not needed for that purpose, allocated to its patrons on a patronage basis, and any amount so allocated shall be included as part of the capital credited to the accounts of patrons, as herein provided.

In the event of dissolution or liquidation of the Cooperative, after all outstanding indebtedness of the Cooperative shall have been paid, outstanding capital credits shall be retired without priority on a pro rata basis before any payments are made on account of property rights of members: PROVIDED, that insofar as gains may at the time be realized from the sale of any appreciated asset, such gains shall be distributed to all persons who were patrons during the period the asset was owned by the Cooperative in proportion to the amount of business done by such patrons during that period insofar as is practicable, as determined by the Board of Directors, before any payments are made on account of property rights of members. If, at any time prior to dissolution or liquidation, the Board of Directors shall determine that the financial condition of the Cooperative will not be impaired thereby, the capital then credited to patron's accounts may be retired in full or in part. After June 26, 1995, the Board of Directors shall determine the method, basis, priority and order of retirement, if any, for all amounts heretofore and hereafter furnished as capital: 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 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 fiscal year, (b) provide for separate identification on the Cooperative's books of such portions of capital credited to the Cooperative's patrons, (c) provide for appropriate notifications to patrons with respect to such portions of capital credited to their accounts and (d) preclude a general retirement of such portions of capital credited to patrons for any fiscal year prior to the general retirement of other capital credited to

patrons for the same year or of any capital credited to patrons for any prior fiscal year.

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

Notwithstanding any other provisions of these Bylaws, the Board of Directors shall, at its discretion, have the power at any time upon the death of any patron, who was a natural person, (or, if as so provided for in the preceding paragraph, upon the death of an assignee of the capital credits of a patron, which assignee was a natural person), if the legal representatives of his estate shall request in writing that the capital so credited or assigned, as the case may be, be retired prior to the time such capital would otherwise be retired under the provisions of the Bylaws, to retire such capital immediately upon such terms and conditions as the Board of Directors, acting under policies of general application to situations of like kind, and such legal representatives, shall agree upon: PROVIDED, however, that the financial condition of the Cooperative will not be impaired thereby.

The Cooperative, before retiring any capital credited to any patron's account, shall deduct therefrom any amount owing by such patron to the Cooperative, together with interest thereon at the Georgia legal rate of judgments in effect when such amount became overdue, compounded annually.

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

"When capital credited to a member's account is retired by action of the Board of Directors as authorized above, and the payment of the retired capital cannot be accomplished because the member cannot be found, and the check is returned by the Postal Department or not presented for payment within six months, the same shall be disposed of as follows:

- (a) Placed in a "Capital Credits-Gain" account if the member has provided a Conditional Assignment assigning the right, title and interest in any funds owing to the Cooperative.
- (b) Placed in a "Deferred Credits" account and paid to the original payee or his estate, if claimed by the person entitled thereto, less expenses incurred by the Cooperative to maintain records relating to such accounts, provided no Conditional Assignment has been made. If unclaimed by the person entitled thereto and no Conditional Assignment has

been made, such funds shall be disposed of according to the Georgia Unclaimed Property Disposition Act guidelines. Tender of capital refunds shall be presumed to be accomplished when a check of the Cooperative is properly mailed to the member, at the last address shown on the books of the Cooperative.”

**Section 9.03. Patronage Refunds in Connection with Furnishing Other Services**

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

**ARTICLE X**

**WAIVER OF NOTICE**

Any member or director may waive, in writing, any notice of meetings required to be given by these Bylaws or any notice that may otherwise be legally required, either before or after such notice is required to be given.

**ARTICLE XI**

**DISPOSITION AND PLEDGING OF PROPERTY**

**DISTRIBUTION OF SURPLUS  
ASSETS ON DISSOLUTION**

**Section 11.01. Disposition and Pledging of Property**

- (a) The Cooperative’s Board of Directors, without requirement of the member’s vote or consent, is empowered to authorize any sale, lease, lease-sale, exchange, transfer or other disposition of less than substantially all of the Cooperative’s properties and assets and to authorize the execution and delivery of mortgages, deeds of trusts or any other security instrument covering all or any part of the Cooperative’s

property and assets, all as provided for in Ga. Code Section 46-3-400(a) and (b).

- (b) The sale, lease, lease-sale, exchange, transfer or other disposition of all or substantially all of the Cooperative's properties and assets may be authorized and effectuated pursuant to the provisions of Ga. Code Section 46-3-401 and Section 11.02 of these Bylaws. Not in conflict with, or in lieu of, both rather as supplementary to such sections, the following procedures shall be followed in authorizing such a sale, lease, lease-sale, exchange, transfer or other disposition:
- (1) If the Board of Directors looks with favor upon any proposal for such sale, lease, lease-sale, exchange, transfer or other disposition, it shall first cause three (3) independent, nonaffiliated appraisers, expert in such matters, to render their individual opinions as to the value of the Cooperative with respect to such a sale, lease, lease-sale, exchange, transfer or other disposition and as to any other terms and conditions which should be considered. The three (3) such appraisers shall be designated by a Superior Court Resident Judge for the Judicial District in Georgia in which the Cooperative's headquarters are located. If such judge refuses to make such designations, they shall be made by the Board of Directors.
  - (2) If the Board of Directors, after receiving such appraisals (and other terms and conditions which are submitted, if any), determines that the proposal should be submitted for consideration by the members, it shall first give every other electric membership corporation corporately sited and operating in Georgia (which has not made the proposal for such sale, lease, lease-sale, exchange, transfer or disposition) an opportunity to submit competing proposals. Such opportunity shall be in the form of a written notice to such electric membership corporations, which notice shall be attached to a copy of the proposal which the Cooperative has already received and copies of the respective reports of three (3) appraisers. Such electric membership corporations shall be given not less than thirty (30) days during which to submit competing proposals, and the actual minimum period within which proposals are to be submitted shall be stated in the written notice given to them.
  - (3) If the Board then determines that favorable consideration should be given to the initial or any subsequent proposal which has been submitted to it, it shall adopt a resolution recommending the sale and directing the submission of the proposal to a vote of the members, at a duly held member meeting, and shall so notify the members not less than sixty (60) days before noticing a special meeting of the members thereon or, if such be the case, the next annual member meeting, expressing in detail each of any such proposals, and shall call a special meeting of the

members for consideration thereof and action thereon, which meeting shall be held not less than ninety (90) nor more than one hundred twenty (120) days after the giving of notice thereof to the members: PROVIDED, that consideration and action by the members may be given at the next annual member meeting if the Board so determines and if such annual meeting is held not less than ninety (90) nor more than one hundred twenty (120) days after the giving of notice to such meeting.

- (4) Any fifty (50) or more members, by so petitioning the Board not less than thirty (30) days before the date of such special or annual meeting, may cause the Cooperative, with the cost to be borne by the Cooperative, to mail to all other members any opposing or alternative positions which they may have to the proposals that have been submitted or any recommendations that the Board has made.

The provisions of this subsection (b) shall not apply to a sale, lease, lease-sale, exchange, transfer or other disposition to one or more other electric membership corporation(s) if the substantive or actual legal effect thereof is to merge or consolidate with such other one or more electric membership corporation(s).

### **Section 11.02. Distribution of Surplus Assets on Dissolution**

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

## **ARTICLE XII**

### **FISCAL YEAR**

The Cooperative's fiscal year shall begin on the first day of the month of September of each year and end on the last day of the month of August following.

## **ARTICLE XIII**

### **RULES OF ORDER**

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

## **ARTICLE XIV**

### **SEAL**

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

## **ARTICLE XV**

### **AMENDMENTS**

Subject to the provisions of the laws of the State of Georgia, these Bylaws may be altered, amended or repealed by the affirmative vote of not less than a majority of the total directors in office, or by a majority of the votes cast by the members represented, at any regular or special Board or member meeting, as the case may be, but only if the notice of such meeting shall have contained a copy of the proposed alteration, amendment or repeal, or an accurate summary explanation thereof.



# **GREYSTONE POWER**

**An Electric Membership Corporation**

**DOUGLASVILLE, GEORGIA**

## **SERVICE RULES AND REGULATIONS**

Approved by Board of Directors, January 23, 2006

Effective Date January 23, 2006

Attested: \_\_\_\_\_  
*Secretary*

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## **ELECTRIC SERVICE AVAILABILITY**

### **101. Application for Membership**

Any natural person or legal entity (i.e. a corporation) shall, after furnishing identification, sign a written application for membership and pay a membership fee together with any service security deposit or fee and/or any contribution in aid of construction that may be required by the Cooperative. In this application, consumer shall agree to purchase from the Cooperative all central station power and energy for use on all premises to which electric service has been furnished by the Cooperative pursuant to his membership unless waived in writing by the Board of Directors and to be bound by the Cooperative's Charter Articles of Incorporation and Bylaws and all rules, regulations and rate schedules established pursuant thereto, and to 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. A member may have any number of service connections under one membership. Upon termination of membership, the membership fee will be refunded or applied against any unpaid balance owed the Cooperative.

### **102. Service Security Deposits**

A service security deposit may 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.

A residential member may not be required to submit a service security deposit if it is determined that member has an acceptable credit record with GreyStone Power Corporation or a guaranty letter signed by a current member in good standing. For non-residential members, a Surety Bond, irrevocable Letter of Credit, cash or Certified Funds are acceptable for the deposit. All non-residential accounts deposits shall be determined on an individual basis acceptable to the Cooperative. When fixing the amount of a service security deposit, the Cooperative will consider the following factors:

- A. Type of service involved;
- B. Risk involved in a new business enterprise;
- C. The credit rating of a consumer;
- D. The billing history of the premises;
- E. The square footage of the building and the amount and size of the electrically powered equipment; and
- F. Any other factor having a realistic bearing on the member's financial dependability.

Residential deposits (when required) shall not be more than the member's power bills for three months' service based on their average summer rate bills. Non-residential deposits shall not be less than twice the highest monthly power bill, except when service is being furnished on the basis of a written contract (non-residential only) or when the Cooperative determines that a higher amount is necessary due to some unusual circumstances.

The residential service security deposit shall be non-interest bearing and shall be refunded when the member (a natural person only) has taken and timely paid for service for eighteen (18) consecutive months at said location. Non-residential deposits are not refundable while the account is active. In any event, the service security deposit shall be refunded upon termination of service, less any amounts the member may then owe the Cooperative.

## 200

### GENERAL EXTENSION POLICY

#### 201. Overhead Service Extension

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

##### A. Permanent Establishments

###### 1. Single-Phase Service

This classification includes any establishment served under a Single-Phase-Rate on a permanent year-round basis. Permanent, single-phase overhead electric service will be extended without any requirement of contribution in aid of construction or facilities extension deposit at the regularly established rates and minimum charges so long as said extensions do not endanger the financial stability of the Cooperative.

###### 2. Multi-Phase Service

This classification includes permanent commercial or industrial establishments and any other permanent establishments requiring multi-phase service or served under the General Service Rate or a Multi-Phase-Rate. Multi-Phase service will be extended up to one span of new construction where existing Co-op facilities are applicable and of sufficient capacity to supply the member's needs for normal deposits and applicable rate minimums. Multi-phase service requiring more than one span of construction will be extended upon execution of a five-year written contract and payment of any contribution in aid of construction, service security deposit, or minimum monthly bill as the Cooperative deems necessary to guarantee the Cooperative's return of investment.

##### B. Temporary Service

Temporary service of 120/240 volts, single-phase power will be furnished for construction or other purposes. Extensions for temporary service (other than building construction) for specified short periods of time shall be served at regular rates with outright contributions by the members equal to the estimated investment less the net salvage value. For temporary service for construction purposes, a non-refundable service charge in accordance with

current policy for each temporary service will be made to the person requesting such service and may be required prior to installation. For temporary service to development-associated construction trailers and/or buildings, a non-refundable service charge in accordance with current policy for each temporary service not requiring more than a service drop will be required.

The member applying for temporary service will be required to supply a suitable pole and meter loop set at the desired location, with the pole of sufficient height to allow for National Electric Safety Code clearance and will be required to obtain his own inspection clearances for such installations. The applicable rate schedule shall apply.

The Co-op may choose to supply temporary overhead facilities at no charge when the permanent facilities are to be underground and their installation would be premature.

#### **C. Seasonal Establishments**

Service will be extended to seasonal establishments upon execution of written agreement and payment of a Construction Surety Deposit and such annual or monthly minimum bill as deemed necessary to provide adequate return on the Cooperative's investment.

#### **D. Other Services**

1. Security Lights: A non-refundable service charge will be required on all new security light installations that are standard high-pressure sodium or comparable solely in the discretion of the Co-op. Installations other than the standard may require a non-refundable service charge sufficient to recover any costs over and above the standard installations.
2. On multi-light installations, a five-year contract may be required and one year's billing collected in advance.
3. Service Security Deposits and/or contracts for lighting agreements with governmental agencies will be handled on an individual basis.
4. Loads determined to be of an unusual nature and which would prove to be financially impracticable either for the Consumer or the Co-op may be dealt with through special contracts and policies.

### **202. Underground Service Extension**

Irrespective of who pays or contributes toward paying the cost thereof, all line extensions are to be made by the Cooperative and shall remain the property of the Cooperative. The Cooperative shall not be required to serve any member over a line built, owned, operated, and/or maintained by the member or a third party, except as may be required by law.

All facilities used by the Cooperative in supplying service to a member's premises are placed there with the member's consent and the member shall not commit or cause or permit any act that will or may result in damage to or loss of such facilities 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 facilities.

The Cooperative shall have access to such facilities at all reasonable times.

## 300

### **SERVICE CONNECTIONS, MEMBER WIRING AND MEMBER EQUIPMENT**

#### **301. Service Connections**

The wiring and electrical equipment in or upon the premises of the member to the point of service cut-in must have the approval of the duly constituted agency of the local government, or any other lawfully constituted authority, if any, and must conform to the requirements of the National Electric Code, any applicable federal, state or local governmental ordinances, the Service Regulations of the Cooperative, and any other lawfully applicable standards (as far as determinable) before it can be connected to the system.

The location of the service cut-in should be determined by agreement with a representative of the Cooperative and must conform to the Cooperative's "Service Regulations." The member shall provide suitable means of support for service wires to his building which will provide the minimum ground clearance as provided by the National Electrical Safety Code. Without being reimbursed for its cost, the Cooperative shall not be required to build or extend to the applicant more service line than is necessary to reach the cut-in point as determined by the Cooperative.

The Cooperative's responsibility for installation and/or maintenance of facilities shall not extend beyond the point of attachment to the member's building or central distribution point, except for the meter the Cooperative installed and actively billed Surge Protection, load management and research devices.

#### **302. General Wiring Requirements**

Each member shall cause all premises receiving electric service pursuant to his membership to become and remain wired in accordance with the requirements of the National Electrical Code and applicable state and local electrical codes as enforced by local governing officials. Each member shall be responsible for and shall indemnify the Cooperative and any other person against death, injury, loss, or damage resulting from any defect and/or improper use or maintenance of such premises and all wiring and apparatus connected thereto or used thereon. In no event shall the responsibility of the Cooperative extend beyond the point at which its service wires are attached to the meter loop provided for measuring electricity used on such premises except for such equipment as is owned and installed by the Cooperative beyond such point.

#### **303. Member Equipment**

##### **A. Electric Motors**

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

(Any loss or damage resulting to the Co-op or its facilities resulting from a member's use of a motor(s) upon which the Co-op was not consulted shall be the responsibility of the member).

Service will not be allowed to equipment which adversely affects the Cooperative's equipment or the service to other members. Installation of equipment to correct an adverse condition may be at the member's expense.

It is the characteristic of most electric motors to draw a heavy momentary current when starting, resulting in many cases a variation of the voltage supplied to the other members 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 Electrical 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 member to provide emergency power, parallel operations of the member's generating equipment with the Cooperative's system will not be allowed, except by written agreement with the Cooperative. A double throw switch must be used to prevent possible injury to the Cooperative workmen by making it impossible for power to be fed back into the main line from the emergency generator.

#### **C. Electric Welders and Miscellaneous Devices**

Members desiring to operate electric welders or other devices with high inrush or fluctuating currents must supply the Cooperative with information regarding the electrical characteristics of the equipment. Service will not be extended to serve or remain connected to any such equipment that adversely affects the Cooperative's equipment or the service to other members. Installation of equipment to correct an adverse condition shall be at the expense of the member causing such adverse condition.

The Cooperative should be consulted before the purchase of the equipment, but must be consulted prior to installation of the equipment.

#### **D. Consumer Responsibility for Protective Devices**

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

#### **E. Consumer's Responsibility for Notification of Added Load**

It is the member's responsibility to notify the Cooperative of any additional appliances, motors, etc. added at the member's location so that the Cooperative can assure the correct sizing of transformers and other equipment used in providing electricity. (Any loss or damage resulting to the Co-op or its facilities resulting from a member's use of additional appliances, motor(s) upon which

the Co-op was not consulted shall be the responsibility of the member.)

### **304. Power Factor Corrections**

The maintenance of 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 member.

Where the overall power factor of the member's load is unfavorable, the Cooperative will provide consultation with the member and may require the member to install, at the member's expense, equipment to correct the power factor. The Cooperative reserves the right to measure the power factor at any time at any member location.

### **305. Phase Load Balance**

When multi-phase service is furnished, the member 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 member are plainly set forth in the Cooperative's published rate schedules. The choice of such rate lies with the member.

The Cooperative will, upon request, advise any member as to the rate best adapted to existing or anticipated service requirements as defined by the member, 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 (or the cost of power to the Cooperative increase).

A member having selected a rate adapted to his service may not change to another rate within a 12-month period unless there is a substantial change in the character or conditions of his service. A new member will be given reasonable opportunity to determine his service requirements before definitely selecting the most favorable rate.

A Residential Member shall be defined as a dwelling unit suitable for year-round family occupancy containing full kitchen facilities. It shall be occupied by the owner, or shall be the principal place of residence of the occupant, or shall be leased by the occupant for a period of one month or more. A separate point of service may be placed on the residential rate when it is determined to be at the same premise as the primary, permanent, single family residence and used exclusively for personal rather than business use. Specifically excluded from this category are dwelling units licensed as rooming houses, hotels, motels, nursing homes, or for other commercial uses.

## **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 by contacting either the headquarters or district office of the Cooperative.

# **500**

## **METERING**

### **501. Electric Meters**

All meter bases shall be installed on an exterior surface in a location readily accessible to Co-op personnel at 4-6 feet above ground level. Following application for service, a member should if uncertain make request and a representative of the Cooperative will 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. A meter pole shall be provided by the member in any case where a suitable building for mounting the meter is not available.

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

### **502. Meter Reading**

All meters are read each month by Cooperative personnel or their independent contractor. If a meter is not readily accessible to meter reading and other Cooperative personnel, after notice from the Co-op, the member has the option to: (1) change the location of the meter to a readily accessible location at the member's expense or (2) schedule an afterhours' appointment with the Cooperative personnel to read the meter, with the member being charged the cost for such service. Mechanical rooms that must be kept locked must have an outside door and the Cooperative must be provided with a key. "Readily accessible" shall include access to premises safely and without interference from hostile dogs or any other hostile source.

### **503. Incorrect Reading of Meter**

Corrections shall be made whenever meters are incorrectly read. The correct reading shall be ascertained whenever possible, charges recalculated as nearly as possible to reflect the correct usage. Thereafter, a corrected bill or credit rendered for the recalculated usage up to a maximum of the period allowed by law shall be sent to the member and the member shall be liable for any such additional charges.

### **504. Failure of Meter to Register Correctly**

If a meter fails to register correctly, the member's bill will be adjusted for the estimated consumption, which will be based on the previous usage of the member, for the period allowed by law.

Consideration will be given to consumption in months immediately preceding, consumption in similar periods of other years, comparative usage and sizes of connected loads, and other relevant facts.

### **505. Meter Tests**

The Cooperative will, upon request, test the accuracy of a member's meter. If the meter, upon testing, is found to be less than 2% (plus or minus) in error, a charge in accordance with current policy will be assessed the member 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 and no evidence of tampering is found, there will be no charge and the member's bill may be adjusted.

All meters removed from service will be tested prior to reinstallation.

## **600**

### **BILLING**

#### **601. Billing Period and Payment of Bills**

All members shall be billed monthly, and bills are due and payable when rendered. The bill shall be considered past due if payment is not received by the posted past due date on the bill. Payment not received from one month's billing will be shown as a past due amount on the next month's bill. Upon request by the member, an opportunity for a hearing will be afforded the member prior to disconnection for non-payment of delinquent bills.

When a member's payment has not been received by the disconnect date shown on the bill, a collector will be sent to the member's location to collect the past due amount and any service charges as outlined below or service will be disconnected. No further notices will be given and electric service will be disconnected if payment is not made to the collector prior to 4 p.m. After 4 p.m. a Promise to Pay (PTP) Policy is available which allows a member to promise to pay the amount disconnected for within 24 hours at GreyStone offices. If the member does not comply, service will be disconnected and PTP will not be offered again.

Payments may be made at any Co-op office or designated collection station or through other methods which may be offered by the Cooperative.

However, payment of bills must be timely received at the Co-op's principal office in Douglasville, Georgia, or at the district office in Dallas, Georgia to avoid collection processing.

#### **602. Disconnect for Failure to Pay and Reconnection Fee**

Payment of any past due amounts must be received by the specified date or a collector will be dispatched to collect or discontinue service.

When Co-op personnel must call at the member's location to collect, disconnect, or reconnect during normal working hours, there

will be a service charge per trip levied against the member's account in accordance with current policy.

Normally, reconnections shall be made only during regular working hours. Reconnections requested and made during other than regular working hours shall be made only upon the member's agreeing to pay the regular reconnection fee, plus an after-hours fee in accordance with current policy where the work can be done in two hours' time or less. Where more than two hours' time is required to make the reconnection, the member shall be required to pay such additional sum as is necessary to reimburse the Cooperative for the overtime labor costs involved. In no case where electric service has been disconnected for non-payment, will a request for reconnect be accepted after 9 p.m. during Daylight Savings Time or after 8 p.m. EST.

Additional service security deposits may be required on accounts discontinued for non-payment to bring the amount of the member's security deposit up to the maximum of the estimated power bill for three months' service.

The service and overtime charge(s) and any applicable consumer deposit will be collected from the member along with the overdue amount plus late charges and any applicable, lawful interest before reconnection and reinstatement of the account.

If a member billed on the Cooperative's demand rate disconnects service, then subsequently requests reconnection of that service within fifteen (15) months of the date of disconnect, and it is determined that member has contributed to the Co-op's summer peak demand, member may be required to pay the Cooperative, prior to the reconnection of service, a service charge equal to the monthly minimum bills that would have been assessed had service not been disconnected.

### **603. 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 reasons.
- D. Discovery of a condition determined by the Cooperative and/or local government to be hazardous.
- E. Discovery of service being provided to a non-member.

Electric service will be reconnected in the above cases only after member has fulfilled one or all of the following conditions:

- A. Correction of infraction(s).
- B. Payment of any unmetered current, if applicable.
- C. Payment of any reconnection and/or investigative fees, plus any additional service security deposits as may be required to bring the amount of the member's security deposit up to the maximum of the estimated summer rate power bill for three months' service.
- D. Member must agree to comply with reasonable requirements to protect the Cooperative against further infractions.

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

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

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

#### **604. 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 member involved establishes to the satisfaction of the Cooperative that his failure to pay the bill has resulted from some mistake on the Cooperative's part or some mistake for which the member was not responsible; or
- C. When to disconnect service might pose immediate danger to the member or other persons due to illness or when the household is immediately and directly affected by a death.

#### **605. Bad Debts**

Every reasonable attempt will be made to collect from members amounts which are left on inactive accounts after the membership fees and member deposits have been applied. Accrued interest thereon at the Georgia legal rate on judgments in effect when such account first became overdue, compounded annually, together with any service security deposit, service connection deposit or fee, facilities extension deposit, or contribution in aid of construction that may be required by the Cooperative shall be charged at time of collection. Amounts remaining in inactive accounts, plus lawful interest, shall be deducted from any capital credit retirements to be made on such accounts. Members whose memberships have been terminated leaving an amount due and who apply for reinstatement will be required to pay the amount remaining in the inactive account, plus accrued interest. In addition, the Cooperative may report the unpaid balance to a credit reporting agency and it may be reflected on the member's credit report. In the event legal action of an outside agency is required to collect an outstanding balance, all legal and other costs of collection will be added to the debt and will be the responsibility of the member.

**EASEMENTS, RIGHT OF  
ACCESS AND COOPERATIVE PROPERTY**

**701. Member to Grant Easements to Cooperative if Required**

The member being advised and acknowledging that the Co-op is a non-profit organization, as a condition of membership, each member upon being requested by the Cooperative shall execute and deliver to the Cooperative, without charge, easements of right-of-way over, on and under such lands owned or leased by or mortgaged to the member, and in accordance with such reasonable terms and conditions, as the Cooperative shall require for the furnishing of electric service to the member or other members or for the construction, operation, maintenance or relocation of the Cooperative's electric facilities.

**702. Right of Access**

The Cooperative's identified agents, employees, and independent contractors shall have the right of access to member's premises at all reasonable times for the purpose of reading meters, right-of-way maintenance, testing, inspecting, repairing, removing, maintaining, or exchanging any or all equipment and facilities which are the property of the Cooperative. All Cooperative employees are required to carry proper identification and all vehicles and equipment will be properly marked.

**GENERAL CONDITIONS  
FOR MEMBER WITHDRAWAL**

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

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

- (1) Moving to other premises not furnished service by the Cooperative; or
- (2) Except when the Board of Directors specifically waives such condition, abandons totally and permanently the use of any central station electric service whatever at any of the premises to which such service has been furnished by the Cooperative pursuant to his membership; or
- (3) (With approval of the Board of Directors) resigning his membership in favor of another applicant who shall own or directly occupy or use all premises to which the Cooperative has furnished service pursuant to the resigning member's membership.

- B. Upon such withdrawal, the member shall be entitled to refund of his membership fee and of any service security deposit then held by the Cooperative, less any amounts owed to the Cooperative.
- C. Capital Credits being paid by the Co-op, upon the member withdrawing from membership, for whatever reason, it shall be the member's sole responsibility to keep the Co-op advised of a current address for the subsequent payment to the former member of any accrued Capital Credits. Failure of the member to so advise the Co-op shall entitle the Co-op to apply such capital credits in any manner permitted by law upon showing that the Capital Credits were mailed to the member at the member's last known address and the same was returned by the post office unclaimed, for whatever reason.



### **Statement of Nondiscrimination**

GreyStone Power Corporation is the recipient of Federal financial assistance from the Rural Electrification Administration, an agency of the U.S. Department of Agriculture, and is subject to the provisions of Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, as amended, and the rules and regulations of the U.S. Department of Agriculture which provide that no person in the United States on the basis of race, color, national origin, age or handicap shall be excluded from participation in, admission or access to, denied the benefits of, or otherwise be subjected to discrimination under any of this organization's programs or activities.

The person responsible for coordinating this organization's nondiscrimination compliance efforts is Marcita Scharnhorst, Vice President, Human Resources. Any individual, or specific class of individuals, who feel that this organization has subjected them to discrimination may obtain further information about the statutes and regulations listed above from and/or file a written complaint with this organization; or the Secretary, U.S. Department of Agriculture, Washington, D.C. 20250; or the Administrator, Rural Utilities Service, Washington, D.C. 20250. Complaints must be filed within 180 days after the alleged discrimination. Confidentiality will be maintained to the extent possible.

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## **NOTES**

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