

CODE OF REGULATIONS



2003

**STATEMENT OF
NONDISCRIMINATION**

Firelands Electric Cooperative, Inc. is the recipient of Federal financial assistance from the Rural Utilities Service, 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 John H. Noss, General Manager. Any individual, or specific class of individuals, who feels 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's, 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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**FIRELANDS ELECTRIC
COOPERATIVE, INC.**

The aim of Firelands Electric Cooperative, Inc. (hereinafter called the "Cooperative") is to make electric energy available to its members at the lowest cost consistent with sound economy and good management.

CODE OF REGULATIONS

**ARTICLE I
MEMBERS**

Section 1. Qualifications and Obligations. Any person, firm, corporation, or body politic may become a member in the Cooperative by:

- (a) applying for membership;
- (b) agreeing to purchase from the Cooperative electric energy as hereinafter specified; and
- (c) agreeing to comply with and be bound by the articles of incorporation of the Cooperative, this Code of Regulations and any amendments thereto and such rules and regulations as may from time to time be adopted by the board of trustees, provided, however, that no person, firm, corporation, or body politic shall become a member unless and until he or it has been accepted for membership by the board of trustees or the members. At each meeting of the members held subsequent to the expiration of a period of six (6) months from the date of incorporation of the Cooperative, all applications received more than ninety (90) days prior to such meeting and which have not been accepted by the board of trustees shall be submitted by the board of trustees to such meeting of the members, and subject to compliance by the applicant with the conditions set forth in subdivisions (a), (b), and (c) of this section, such applications for membership may be accepted by a vote of the members at such meeting. The Secretary shall give any such applicant at least ten (10) days' prior notice of the date of the members' meeting to which his application will be submitted; such applicant may be present and heard at the meeting.

No person, firm, corporation, or body politic may own more than one (1) membership in the Cooperative.

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

Section 2. Membership Fee. There shall be no membership fee required to be paid with any application for membership submitted on or after July 1, 1998. Membership fees held by the cooperative on July 1, 1998 shall be returned to the members as provided for in Section 7 of this Article I.

Section 3. Purchase of Electric Energy. Each member shall, as soon as electric energy shall be available, purchase from the Cooperative all electric energy used on the premises specified in his application for membership, and shall pay therefore monthly at rates which shall, from time to time, be fixed by the board of trustees; provided, however, that the board of trustees may limit the amount of electric energy which the Cooperative shall be required to furnish to any one member. It is expressly understood that amounts paid for electric energy in excess of the cost of service are furnished by members as capital, and each member shall be credited with the capital so furnished as provided in these bylaws. Each member shall pay to the Cooperative such minimum amount per month regardless of the amount of electric energy consumed, as shall be fixed by the board of trustees from time to time. Each member shall also pay all amounts owed by him to the Cooperative as and when the same shall become due and payable.

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

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

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

Section 7. Transfer and Termination of Membership.

- (a) Membership in the Cooperative and the certificate representing the same shall not be transferable, except as hereinafter otherwise provided, and upon the death, cessation of existence, expulsion or withdrawal of a member, the membership of such member shall thereupon terminate, and his or its certificate of membership shall be surrendered to the Cooperative. Subject to the payment of all debts and liabilities of a member to the Cooperative, upon any such termination of membership and surrender of membership certificate, the Cooperative shall pay to such member or his personal representative, an amount equal to the membership fee paid by such member. Termination of membership in any manner shall not release the member from the debts or liabilities of such member to the Cooperative.

- (b) A membership may be transferred by a member to himself or herself and his or her spouse, as the case may be, jointly upon the written request of such member and compliance by such husband and wife jointly with the provisions of subdivisions (b) and (c) of Section 1 of this Article. Such transfer shall be made and recorded on the books of the Cooperative and such joint membership noted on the original certificate representing the membership so transferred.
- (c) When a membership is held jointly by a husband and wife, upon the death of either, such membership shall be deemed to be held solely by the survivor with the same effect as though such membership had been originally issued solely to him or her, as the case may be, and the joint membership certificate may be surrendered by the survivor, and upon the recording of such death in the books of the Cooperative, the certificate may be reissued to and in the name of such survivor; provided, however, that the estate of the deceased shall not be released from any membership debts or liabilities to the Cooperative.

Section 8. Removal of Trustees. Any member may bring specific charges of malfeasance, misfeasance, or nonfeasance in office against a trustee and, by filing in writing with the Secretary a detailed description of each charge and the evidentiary basis therefore, together with a petition signed by at least ten per centum (10%) of the members, may request the removal of such trustee by reason thereof. If more than one trustee is sought to be removed, individual charges against each such trustee and the evidentiary bases for each such charge shall be specified. For purposes of this Article "malfeasance, misfeasance or nonfeasance" means an act or omission amounting to gross negligence, fraud, or criminal conduct, which has a material adverse affect on the business affairs of the Cooperative. At the next regular or special meeting of the members occurring not less than forty-five days after the filing of such charges, the member bringing the charges against the trustee shall have an opportunity to be heard in person or by counsel and to present evidence in support of the charges; and the trustee shall have the opportunity to be heard in person or by counsel and to present evidence in response to the charges. No trustee shall be removed from office unless the specific charges against such trustee are supported by clear and convincing evidence. The question of the removal of such trustee shall be considered and voted upon at the meeting of members and any vacancy created by such removal may be filled, by the affirmative vote of a majority of the remaining trustees, for the unexpired portion of the term and until a successor shall have been elected and qualified. The removal of no more than two trustees may be considered or voted upon at any meeting of members.

ARTICLE II MEETINGS OF MEMBERS

Section 1. Annual Meeting. The annual meeting of the members shall be held each year beginning with the year 1996 at such day, hour, and place within the service area of the Cooperative, as determined by resolution of the board of trustees and as shall be designated in the notice of the meeting, for the purpose of electing trustees, passing

upon reports covering the previous fiscal year and transacting such other business as may come before the meeting. If the election of trustees shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the board of trustees shall cause the election to be held at a special meeting of the members as soon thereafter as conveniently may be. Failure to hold the annual meeting at the designated time shall not work a forfeiture or dissolution of the Cooperative.

Section 2. Special Meetings. Special meetings of the members may be called by resolution of the board of trustees, or upon written request signed by the president or at least three (3) trustees, or upon a written request signed by at least ten per centum (10%) of all the members, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. Special meetings of the members may be held at any place within the service area of the Cooperative in the State of Ohio, designated by the board of trustees and specified in the notice of the special meeting.

Section 3. Notice of Members' Meetings. (a) Written or printed notice stating the place, day, and hour of the meeting and, in case of a special meeting, or an annual meeting at which business other than that specified in Section 8 of this article is to be transacted, the purpose or purposes for which the meeting is called, shall be delivered not less than seven (7) days nor more than forty-five (45) days before the date of the meetings, either personally or by mail, by or at the direction of the Secretary, or by the persons calling the meeting, to each member. 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. In case of a joint membership, notice given to either husband or wife shall be deemed notice to both joint members. The failure of any member to receive notice of an annual or special meeting of the members shall not invalidate any action, which may be taken by the members at any such meeting.

(b) When any proposed alteration, amendment, or repeal of the Code of Regulations is proposed and the Secretary is requested to forward the same to the members, as provided for in Section 3 (a) above, the proposed alteration, amendment, or repeal shall be presented to the Secretary not later than ninety (90) days prior to the annual meeting. If the proposed alteration, amendment, or repeal bears the signature of at least three trustees of the cooperative or no less than ten percent of all the members of the Cooperative, the costs of forwarding shall be borne by the Cooperative. However, if the proposed alteration, amendment or repeal does not bear the signatures of at least three trustees or ten percent of all the members, it shall be forwarded to all the members by the Secretary only after the actual costs of forwarding have been deposited with the Secretary by the member or group of members proposing the alteration, amendment, or repeal.

Section 4. Quorum. Fifty members present in person shall constitute a quorum for the transaction of business at all meetings of the members. In case of a joint membership, the presence at a meeting of either husband or wife, or both, shall be regarded as the presence of one member. If less than a quorum is present at any meeting, a majority of

those present in person may adjourn the meeting from time to time without further notice. The annual meeting shall not be adjourned more than thirty (30) days.

Section 5. Voting. Each member shall be entitled to one (1) vote and no more upon each matter submitted to a vote at a meeting of the members. At all meetings of the members at which a quorum is present, all questions shall be decided by a vote of a majority of the members voting thereon in person, except as otherwise provided by law, the Articles of Incorporation of the Cooperative, or this Code of Regulations. If a husband and wife hold a joint membership, they shall jointly be entitled to one (1) vote and no more upon each matter submitted to a vote at a meeting of the members. Voting by proxy shall not be permitted, except that a wife present at a meeting may vote her absent husband's membership and vice versa. Voting by mail shall not be permitted, except that in any vote of the members for which this Code of Regulations or the Articles of Incorporation requires the affirmative vote of greater than a majority of a quorum, such matter shall be submitted to the members for vote pursuant to an election by mail in accordance with such procedures as the board may determine in its discretion. Corporations, firms and bodies politic may be required to submit proof of their authority or evidence satisfactory to the members present at the annual meeting of their authority to vote at any meeting; but, in no case shall the agent delegated to vote the membership of the corporation, firm, or body politic be a member of the Cooperative; nor shall any one agent represent more than one membership.

Section 6. Voting Districts. The territory served or to be served by the Cooperative shall be divided into nine districts, each of which shall contain as nearly as possible the same number of members. Each district shall be represented by one trustee. The nine districts shall be as follows:

District No. 1 - Richmond, Norwich, and Greenfield Townships.

District No. 2 - New Haven, Ripley, Greenwich, Ruggles, Cass, and Blooming Grove Townships.

District No. 3 - Peru, Bronson, Fairfield, and Hartland Townships, and Fitchville Township west of State Route 250.

District No. 4 - Clarksfield, Rochester Townships, Fitchville Township east of State Route 250, and north of Conrail in New London municipality and New London Township.

District No. 5 - Monroe, Green, and Lake Townships.

District No. 6 - Butler, Clear Creek, Orange, Weller, Milton, Mifflin, and Madison Townships north of State Route 42.

District No. 7 - Vermilion, Mohican, Montgomery, and Perry Townships.

District No. 8 - Mifflin Township south of State Route 42 in Ashland and Richland Counties.

District No. 9 - South of Conrail in New London municipality and New London Township.

Not less than sixty (60) days before any meeting of the members at which trustees are to be elected, the board of trustees shall review the composition of the several districts

and, if it should be found that inequalities in representation have developed which can be corrected by a redelineation of districts, the board of trustees shall reconstitute the districts so that each shall contain as nearly as possible the same number of members.

Section 7. Nomination and Election of Trustees.

- (a) **Nomination by Petition.** Not less than sixty-five days nor more than one hundred twenty days before any meeting at which trustees are to be elected, any member residing in a district from which a trustee is to be elected may obtain from the Secretary of the Cooperative a nominating petition. The nominating petition may nominate for trustee any member residing in the district who possesses the qualifications for trustee specified in Section 2, Article III of this code. The petition shall be signed by not less than twenty (20) members who are residents of the district, and filed with the Secretary of the Cooperative not later than four P.M. of the sixty-fifth day before the date of the meeting at which the trustee election shall be held. The Secretary shall verify the signatures contained in the petition. Any qualified member who timely files a petition with the verified signatures of not less than twenty (20) members who are residents of the district shall be declared an official candidate of the district. There shall be no limitation on the number of official candidates for trustee. A member may sign more than one nominating petition.

- (b) **Election of Trustees.** Not less than seven (7) days before an annual or special meeting of the members at which trustees are to be elected, the Secretary of the Cooperative shall mail to each member a list of the official candidates, the names to be arranged by districts and in alphabetical order. This list may be included with the notice of the meeting. At the meeting, the Secretary of the Cooperative shall place in nomination the names of the official candidates of each district. Election of trustees shall be by printed or mimeographed ballot. The ballots shall be arranged by districts with the names of candidates appearing in alphabetical order. Each member of the Cooperative present at the meeting shall be entitled to vote for one candidate from each district. The candidate from each district receiving the highest number of votes at this meeting shall be declared elected as trustee.

- (c) **Election Committee.** At any meeting at which a Trustee or Trustees are to be elected, each candidate shall designate a teller. Together, all designated tellers, along with a Chairperson appointed by the board of trustees, shall comprise the Election Committee. It shall be the responsibility of the Committee to count all ballots or other votes cast in any election or in any other matter and to rule upon the effect of any ballots or other votes irregularly or indecisively marked or cast. In the exercise of its responsibility, the Committee shall have available to it the advice of counsel provided by the Cooperative. The Committee's decision, as reflected by a majority of those actually present and voting, shall be final.

(d) **Credentials Committee.** Any other questions relating to member voting and the election of trustees, including, but not limited to, the validity of either the nomination or the qualifications of candidates, the regularity of the nomination and election of trustees, and hearing and deciding any protest or objection filed with respect to any election or to conduct affecting the results of any election, shall be determined by a Credentials Committee appointed by the board of trustees of the Cooperative. The Board shall appoint one member in good standing from each of the Cooperative's nine (9) Trustee Districts. A Committee member cannot be a current member of the board of trustees, a close relative of a trustee, or a member of the Election Committee. The Credentials Committee shall choose its own Chairperson whenever it is called upon to meet. 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 Credentials Committee shall thereupon commence a meeting not less than seven (7) days after such protest or objection is filed. The Committee shall hear such evidence as is presented by the protester(s), who may be heard in person, by counsel, or both, and any opposing evidence. 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 Committee may, in its discretion, affirm the election, change the outcome of the election, or set the election aside. The Credentials Committee's decision, as reflected by a majority of those actually present and voting, shall be final.

Section 8. Order of Business. The order of business at the annual meeting of the members, and so far as possible at all other meetings of the members, shall be essentially as follows:

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

ARTICLE III TRUSTEES

Section 1. General Powers. The business and affairs of the Cooperative shall be managed by a board of nine (9) trustees which shall exercise all of the powers of the Cooperative except such as are by law or by the Articles of Incorporation of the Cooperative or by this Code of Regulations conferred upon or reserved to the members.

Section 2. Qualifications and Tenure.

- (a) At each annual meeting of the members beginning with the year 1948, trustees shall be elected by ballot, by and from the members, subject to the provisions of this Code of Regulations with respect to the removal of trustees. No member shall be eligible to become or remain a trustee or to hold any position of trust in the Cooperative who is not a bona fide resident of the particular district he is to represent, or who is in any way employed by or financially interested in a competing enterprise or a business selling electric energy or supplies to the Cooperative, or a business primarily engaged in selling electrical or plumbing appliances, fixtures, or supplies to the members of the Cooperative. When a membership is held jointly by a husband and wife, either one, but not both, may be elected a trustee, provided, however, that neither one shall be eligible to become or remain a trustee or to hold a position of trust in the Cooperative unless both shall meet the qualifications hereinabove set forth. Nothing in this section contained shall, or shall be construed to, affect in any manner whatsoever the validity of any action taken at any meeting of the board of trustees.

Trustees elected from Districts 1, 3, and 6 shall hold office for the remainder of the term of one year to the date of the 1948 annual meeting and until the election and qualification of their successors. Trustees elected from Districts 2, 7, and 9 shall hold office for the remainder of the term of two years to the date of the 1949 annual meeting and until the election and qualification of their successors. Trustees elected from Districts 4, 5, and 8 shall hold office for the remainder of the term of three years to the date of the 1950 annual meeting and until the election and qualification of their successors; provided that at each annual election, commencing with the year 1948, and thereafter, the successors to the trustees of each group whose terms shall expire in each year shall be elected to hold office for the term of three years from the date of their election and until the election and qualification of their successors.

- (b) Redelineation of the districts at the 1990 annual meeting has resulted in the creation of a new District 8. A trustee from the newly constituted District 8 shall be elected at the annual meeting of the members in the year 1991. The trustee shall hold office to the date of the 1992 annual meeting and until the election and qualification of his successor. Thereafter, the trustee from District 8 shall be elected for the same term and at those annual meetings called for in Article III, Section 2 (a), above.

Section 3. Vacancies. Subject to the provisions of this Code of Regulations with respect to the removal of trustees, vacancies occurring in the board of trustees shall be filled by a majority vote of the remaining trustees for the unexpired portion of the term of the trustee in respect of whom the vacancy occurs. The member elected as trustee to fill the vacancy must reside in the same district as the trustee to whose office he succeeds.

Section 4. Compensation. Trustees as such shall not receive any salary for their services, but by resolution of the board of trustees a fixed sum and expenses of attendance, if any, may be allowed for attendance at each meeting of the board of trustees. Except in emergencies, no trustee shall receive compensation for serving the Cooperative in any other capacity, nor shall any close relative of a trustee receive compensation for serving the Cooperative unless such compensation shall be specifically authorized by a vote of the members; provided, however, that this Section 4 shall not apply to any employee of the Cooperative who is a close relative of a trustee, if the employee's date of hire by the Cooperative preceded the trustee's date of election to his initial term. For the purpose of this section, "close relative" means father, mother, father-in-law, mother-in-law, son, daughter, son-in-law, daughter-in-law, step-son, step-daughter, brother, sister, brother-in-law, and sister-in-law.

Section 5. Rules and Regulations. The board of trustees shall have power to make and adopt such rules and regulations, not inconsistent with law, the Articles of Incorporation of the Cooperative, or this Code of Regulations, as it may deem advisable for the management, administration, and regulation of the business and affairs of the Cooperative.

Section 6. Accounting System and Reports. The board of trustees shall cause to be established and maintained a complete accounting system, which, among other things, subject to applicable law and rules and regulations of any regulatory body, shall conform to such accounting system as may, from time to time, be designated by the Administrator of the Rural Utilities Service of the United States of America. The manager of the Cooperative shall submit to the board of trustees of the Cooperative, at each monthly meeting of the board, a written report concerning the status of all accounts of the Cooperative, and the resulting financial position of the Cooperative. The board of trustees shall also after the close of each fiscal year cause to be made a full and complete audit of the accounts, books, and financial condition of the Cooperative as of the end of such fiscal year. Such audit reports shall be submitted to the members at the following annual meeting.

Section 7. Change in Rates. Written notice shall be given to the Administrator of the Rural Utilities Service of the United States of America not less than ninety (90) days prior to the date upon which any proposed change in the rates charged by the Cooperative for electric energy becomes effective.

ARTICLE IV MEETINGS OF TRUSTEES

Section 1. Regular Meetings. A regular meeting of the board of trustees may be held without notice other than this Code of Regulations, immediately after, and at the same place as, the annual meeting of the members. A regular meeting of the board of trustees shall also be held monthly at Headquarters Building, One Energy Place, New London, Ohio, at such time and date as the board of trustees may provide by resolution. Such regular monthly meetings may be held without notice other than such resolution fixing the time and date thereof.

Section 2. Special Meetings. Special meetings of the board of trustees may be called by the President or any three (3) trustees. The person or persons authorized to call special meetings of the board of trustees may fix the time and place (which shall be in Huron County, Ohio), for the holding of any special meeting of the board of trustees called by them.

Section 3. Notice. Notice of the time, place, and purpose of any special meeting of the board of trustees shall be given at least five (5) days previous thereto, by written notice, delivered personally or mailed, to each trustee at his last known address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid.

Section 4. Quorum. A majority of the board of trustees shall constitute a quorum for the transaction of business at any meeting of the board of trustees, provided, that if less than a majority of the trustees is present at said meeting, a majority of the trustees present may adjourn the meeting from time to time; and provided further, that the Secretary shall notify any absent trustees of the time and place of such adjourned meeting.

Section 5. Manner of Acting. The act of the majority of the trustees present at a meeting at which a quorum is present shall be the act of the board of trustees.

ARTICLE V OFFICERS

Section 1. Number. The officers of the Cooperative shall be a President, Vice President, Secretary, and Treasurer and such other officers as may be determined by the board of trustees from time to time. The offices of Secretary and Treasurer may be held by the same person.

Section 2. Election and Term of Office. The officers shall be elected, by ballot, annually by and from the board of trustees at the first meeting of the board of trustees held after each annual meeting of the members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may

be. Each officer shall hold office until the first meeting of the board of trustees following the next succeeding annual meeting of the members, or until his successor shall have been duly elected and shall have qualified, subject to the provisions of this Code of Regulations with respect to the removal of officers.

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

Section 4. Vacancies. Except as otherwise provided in this Code of Regulations, a vacancy in any office may be filled by the board of trustees for the unexpired portion of the term.

Section 5. President. The President:

- (a) shall be the principal executive officer of the Cooperative and shall preside at all meetings of the members and of the board of trustees.
- (b) shall sign, with the Secretary, certificates of membership, the issue of which shall have been authorized by resolution of the board of trustees, and may sign any deeds, mortgages, deeds of trust, notes, bonds, contracts or other instruments authorized by the board of trustees to be executed, except in cases in which the signing and execution thereof shall be expressly delegated by the board of trustees or by this Code of Regulations to some other officer or agent of the Cooperative, or shall be required by law to be otherwise signed or executed; and (c) in general, shall perform all duties incident to the Office of President and such other duties as may be prescribed by the board of trustees from time to time.

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

Section 7. Secretary. The Secretary shall:

- (a) keep or cause to be kept the minutes of meetings of the members and the board of trustees in one or more books provided for that purpose;
- (b) see that all notices are duly given in accordance with this Code of Regulations 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 this Code of Regulations;
- (d) keep a register of the post office address of each member which shall be furnished to the Secretary by such member;

- (e) sign with the President certificates of membership, the issue of which shall have been authorized by resolution of the board of trustees;
- (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 Code of Regulations of the Cooperative containing all amendments thereto, which copy shall always be open to the inspection of any member, and at the expense of the Cooperative, forward a copy of this Code of Regulations and of all the amendments thereto to each 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 by the board of trustees.

Section 8. 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 moneys due and payable to the Cooperative from any source whatsoever, and deposit all such moneys in the name of the Cooperative in such bank or banks as shall be selected in accordance with the provisions of this Code of Regulations, and
- (c) in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the board of trustees.

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

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

Section 11. Compensation. The compensation, if any, of any officer, agent, or employee who is also a trustee or close relative of a trustee, shall be determined by the members, as provided elsewhere in this Code of Regulations, and the powers, duties, and compensation of any other officers, agents, and employees shall be fixed by the board of trustees.

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

**ARTICLE VI
CONTRACTS, CHECKS AND DEPOSITS**

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

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

Section 3. Deposits. All funds of the Cooperative shall be deposited, from time to time, to the credit of the Cooperative in such bank or banks as the board of trustees may select.

**ARTICLE VII
MEMBERSHIP CERTIFICATES**

Section 1. Certificates of Membership. Membership in the Cooperative shall be evidenced by a certificate of membership which shall be in such form and shall contain such provisions as shall be determined by the board of trustees not contrary to, or inconsistent with, the Articles of Incorporation of the Cooperative or this Code of Regulations. Such certificate shall be signed by the President and by the Secretary of the Cooperative and the corporate seal shall be affixed thereto.

Section 2. Lost Certificate. In case of a lost, destroyed, or mutilated certificate, a new certificate may be issued therefore upon such terms and indemnity to the Cooperative as the board of trustees may prescribe.

**ARTICLE VIII
NON PROFIT OPERATION**

Section 1. 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 2. 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 nonprofit 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. 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 a part of the capital credited to the accounts of patrons, as herein provided.

In the event of the dissolution or liquidation of the Cooperative, after all outstanding indebtedness of the Cooperative shall have been paid, outstanding capital credits shall be retired without priority on a pro rata basis before any payments are made on account of property rights of members. If, at any time prior to dissolution or liquidation, the board of trustees shall determine that the financial condition of the Cooperative will not be impaired thereby, the capital then credited to patrons' accounts may be retired in full or in part. The board shall determine the manner, method, and timing of retiring and refunding capital credited to its patrons from the Cooperative's operations, and capital credited to the accounts of patrons which corresponds to capital credited to the account of the Cooperative by an organization furnishing electric service to the Cooperative. The board shall require:

- (a) separate identification on the Cooperative's books of the power supply portion of capital credited to the Cooperative's patrons, and
- (b) appropriate notification to patrons with respect to the power supply portion of capital credited to their accounts.

Capital credited to the account of each patron shall be assignable only on the books of the Cooperative pursuant to written instruction from the assignor, and only to successors in interest or successors in occupancy in all or a part of such patron's premises served by the Cooperative unless the board of trustees, acting under policies of general application, shall determine otherwise, except as herein otherwise provided,

and further provided that no transfer of any capital credited to the account of any patron shall be assigned unless and until the Cooperative shall have the privilege of purchasing the capital credited upon such terms and conditions as shall be determined by the board. Notwithstanding any other provision of this Code of Regulations the board of trustees, at its discretion, shall have the power at any time upon the death of any patron who was a natural person, if the legal representatives of his estate shall request in writing that the capital credited to any such patron be retired prior to the time such capital would otherwise be retired under the provisions of this Code of Regulations, to retire capital credited to any such patron immediately on such terms and conditions as the board of trustees, acting under policies of general application, and the legal representatives of such patron's estate shall agree upon; provided, however, that the financial condition of the Cooperative will not be impaired thereby.

Section 3. Disposition of Unclaimed Capital Credits. Notwithstanding any other provision of the Code of Regulations, or other provision of the membership certificate, if any patron or former patron fails to claim any cash retirement of capital credits or other payment from the Cooperative within four (4) years after payment of the same has been made available to him by notice or check mailed to him at the last address furnished by him to the Cooperative, such failure shall be and constitutes an irrevocable assignment and gift by such patron of such capital credit or other payment to the Cooperative. Failure to claim any such payment within the meaning of this section shall include the failure by such patron or former patron to cash any check mailed to him at the last address furnished by him to the Cooperative. The assignment and gift provided for under this section shall become effective only upon the expiration of four (4) years from the date when such payment was made available to such patron or former patron without claim therefore, and only after the further expiration of sixty (60) days following the giving of a notice by mail and publication that unless such payment is claimed within said sixty (60) day period, such gift to the Cooperative shall become effective. The notice by mail herein provided for shall be one mailed by the Cooperative to such patron or former patron at the last known address, and the notice by publication shall be two (2) consecutive insertions in a newspaper circulated in the service area of the Cooperative, which may be the Cooperative newsletter. The sixty (60) day period following the giving of such notice shall be deemed to terminate sixty (60) days after the mailing of such notice or sixty (60) days following the last date of publication thereof, whichever is later.

Section 4. Capital Credited as an Offset Against Debts To The Cooperative. No capital credited shall be transferred or assigned so long as any debts are due and owing to the Cooperative, and provided, further, that the Board of Trustees of the Cooperative shall have the right and authority to offset the capital credited to any patron against any debts due and owing from such patron whenever such patron terminates his/her membership by discontinuing service without paying all his/her outstanding indebtedness to the Cooperative

Section 5. Provisions Constitute a Mutual Contract. The patrons of the Cooperative, by dealing with the Cooperative, acknowledge that the terms and provisions of the

Articles of Incorporation and this Code of Regulations 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 this Code of Regulations shall be called to the attention of each patron of the Cooperative by posting it in a conspicuous place in the Cooperative's office.

Section 6. Assignment of Unclaimed Credits. The irrevocable assignment and gift by patrons of unclaimed capital credits or other payments described under Article VIII, Section 2, above, shall be assigned to those members who are patrons of the Cooperative at the time the assignment and gift shall become effective.

ARTICLE IX WAIVER OF NOTICE

Any member or trustee may waive, in writing, any notice of meetings required to be given by this Code of Regulations. In case of a joint membership, a waiver of notice signed by either husband or wife shall be deemed a waiver of notice of such meeting by both joint members. The attendance of a member or trustee at any meeting shall constitute a waiver of notice of such meeting by such member or trustee, except in the case a member or trustee shall attend a meeting for the express purpose of objecting to the transaction of any business because the meeting shall not have been lawfully called or convened.

ARTICLE X MERGER, CONSOLIDATION AND DISPOSITION OF PROPERTY

The Cooperative shall not sell, mortgage, lease, or otherwise dispose of, or encumber all or any substantial portion of its property, or merge or consolidate with any other corporation unless such sale, mortgage, lease, other disposition, encumbrance, merger, or consolidation is authorized at a meeting of the members thereof by the affirmative vote of not less than two-thirds of all of the members of the Cooperative, and unless the notice of such proposed sale, mortgage, lease, other disposition, encumbrance, merger, or consolidation shall have been contained in the notice of the meeting; provided, however, that notwithstanding any other provision of this Article, the board of trustees of the Cooperative, without authorization by the members thereof, shall have full power and authority to authorize the execution and delivery of mortgages, deeds of trust, security agreements, and financing statements or otherwise pledge, encumber, subject to a lien, or security interest, any or all of the property, assets, rights, privileges, licenses, franchises, and permits of the Cooperative, whether acquired or to be acquired, and wherever situated, as well as the revenues and income therefrom, all upon such terms and conditions as the board of trustees shall determine, to secure any indebtedness of the Cooperative to the United States of America, or any instrumentality or agency thereof, or to any other bona fide lender, lending institution, or investor. Notwithstanding the foregoing provisions of this Article, the board of trustees may,

upon the authorization of a majority of those members of the Cooperative present at a meeting of the members thereof, sell, lease or otherwise dispose of all or a substantial portion of its property to, or merge or consolidate with, another nonprofit corporation which is an electric distribution cooperative that was previously at any time a borrower from the Rural Utilities Service or the Rural Electrification Administration or a generation and transmission cooperative whose members are electric distribution cooperatives.

**ARTICLE XI
FISCAL YEAR**

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

**ARTICLE XII
MEMBERSHIP IN OTHER
ORGANIZATIONS**

The Cooperative shall not become a member of any other organization without an affirmative vote of the members at a meeting called as provided in this Code of Regulations, and the notice of said meeting shall specify that action is to be taken upon such proposed membership as an item of business, provided, however, that the trustees shall have full power and authority on behalf of the Cooperative to purchase stock in or to become a member of, any cooperative or corporation organized on a nonprofit basis for the purpose of engaging in or promoting the cause of rural electrification.

**ARTICLE XIII
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 "Corporate Seal, Ohio".

**ARTICLE XIV
AMENDMENTS**

This Code of Regulations may be altered, amended, or repealed by the members at any regular or special meeting, provided the notice of such meeting shall have contained a copy of the proposed alteration, amendment, or repeal. Any alteration, amendment or repeal of this Article or Article X shall require the affirmative vote of at least two-thirds of the members of the Cooperative, and no other provision of this Code of Regulations may be altered, amended or repealed by an affirmative vote which is less in number or different in character than the affirmative vote required for action under that provision.

ARTICLE XV
INDEMNIFICATION OF TRUSTEES AND OFFICERS

Section 1. Third-party action indemnification. The Cooperative shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed civil, criminal, administrative, or investigative action, suit, or proceeding, including all appeals (other than an action, suit, or proceeding by or in the right of the Cooperative), by reason of the fact that such person is or was a trustee, officer, employee, or volunteer as defined in section 1702.01 (N) of the Ohio Revised Code (“Volunteer”), of the Cooperative, or is or was serving at the request of the Cooperative as a trustee, director, officer, employee, or volunteer of another domestic or foreign nonprofit corporation or corporation for profit, or a partnership, joint venture, trust, or other enterprise, against expenses (including attorneys’ fees), judgments, decrees, fines, penalties, and amounts paid in settlement actually and reasonably incurred by such person in connection with the action, suit, or proceeding, unless it is proved by clear and convincing evidence in a court of competent jurisdiction that such person’s action or failure to act involved an act or omission undertaken with deliberate intent to cause injury to the Cooperative or undertaken with reckless disregard for the best interests of the Cooperative and that, with respect to any criminal action or proceeding, such person had reasonable cause to believe that such person’s conduct was unlawful; the termination of any action, suit, or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, constitute such proof.

Section 2. Derivative Action Indemnification. Other than in connection with an action or suit in which the liability of a trustee under Section 1702.55 of the Ohio Revised Code is the only liability asserted, the Cooperative shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit, including all appeals, by or in the right of the Cooperative to procure a judgment in its favor by reason of the fact that such person is or was a trustee, officer, employee, or volunteer of the Cooperative, or is or was serving at the request of the Cooperative as a trustee, director, officer, employee, or volunteer of another domestic or foreign nonprofit corporation or corporation for profit, or a partnership, joint venture, trust, or other enterprise, against expenses (including attorneys’ fees) actually and reasonably incurred by such person in connection with the defense or settlement of the action or suit unless it is proved by clear and convincing evidence in a court of competent jurisdiction that such person’s action or failure to act involved an act or omission undertaken with deliberate intent to cause injury to the Cooperative or undertaken with reckless disregard for the best interests of the Cooperative, except that the Cooperative shall indemnify such person to the extent the court in which the action or suit was brought determines upon application that, despite the proof but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

Section 3. Determinations of Indemnification Rights. Any indemnification under Sections 1 or 2 hereof (unless ordered by a court) shall be made by the Cooperative

only as authorized in the specific case upon a determination that indemnification of the trustee, director, officer, employee, or volunteer is proper in the circumstances. The determination shall be made (a) by a majority vote of those members of the board of trustees who in number constitute a quorum of the board of trustees and who also were not and are not parties to or threatened with any such action, suit, or proceeding or (b), if such a quorum is not obtainable (or even if obtainable) and a majority of disinterested members of the board of trustees so directs, in a written opinion by independent legal counsel compensated by the Cooperative or (c) by the court in which the action, suit, or proceeding was brought.

Section 4. Advances of Expenses. Unless the action, suit, or proceeding referred to in Sections 1 or 2 hereof is one in which the liability of a trustee under Section 1702.55 of the Ohio Revised Code is the only liability asserted, expenses (including attorneys' fees) incurred by the trustee, director, officer, employee, or volunteer of the Cooperative in defending the action, suit, or proceeding shall be paid by the Cooperative as they are incurred, in advance of the final disposition of the action, suit, or proceeding upon receipt of an undertaking by or on behalf of the trustee, director, officer, employee, or volunteer in which such person agrees both (a) to repay the amount if it is proved by clear and convincing evidence in a court of competent jurisdiction that such person's action or failure to act involved an act or omission undertaken with deliberate intent to cause injury to the Cooperative or undertaken with reckless disregard for the best interests of the Cooperative and (b) to cooperate with the Cooperative concerning the action, suit, or proceeding.

Section 5. Purchase of Insurance. The Cooperative may purchase and maintain insurance or furnish similar protection, including, but not limited to, trust funds, letters of credit, and self-insurance, for or on behalf of any person who is or was a trustee, officer, employee, agent, or volunteer of the Cooperative, or is or was serving at the request of the Cooperative as a trustee, director, officer, employee, agent, or volunteer of another domestic or foreign nonprofit corporation or corporation for profit, or partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Cooperative would have the power to indemnify him against liability under the provisions of this Article XV or of the Ohio nonprofit corporation law. Insurance may be purchased from or maintained with a person in which the Cooperative has a financial interest.

Section 6. Mergers. Unless otherwise provided in the agreement of merger pursuant to which there is a merger into this Cooperative of a constituent corporation that, if its separate existence had continued, would have been required to indemnify board members, directors, officers, employees or volunteers in specified situations, any person who served as a trustee, officer, employee, or volunteer of the constituent corporation, or served at the request of the constituent corporation as a trustee, director, officer, employee, or volunteer of another domestic or foreign nonprofit corporation, or corporation for profit, or a partnership, joint venture, trust, or other enterprise, shall be entitled to indemnification by this Cooperative (as the surviving corporation) to the

same extent such person would have been entitled to indemnification by the constituent corporation if its separate existence had continued.

Section 7. Non-Exclusivity; Heirs. The indemnification provided by this Article XV shall not be deemed exclusive of, and shall be in addition to, any other rights granted to a person seeking indemnification as a matter of law or under the Articles of Incorporation, this Code of Regulations, any agreement, vote of the members of the Cooperative or the disinterested members of the board of trustees, any insurance purchased by the Cooperative, any action by the board of trustees to take into account amendments to the Ohio nonprofit law that expand the authority of the Cooperative to indemnify a trustee, officer, employee or volunteer of the Cooperative, or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding an office or position, and shall continue as to a person who has ceased to be a trustee, officer, employee, or volunteer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

Section 8. Liability of a Board Member or Officer. Other than in connection with an action or suit in which the liability of a trustee under Section 1702.55 of the Ohio Revised Code is the only liability asserted, a trustee or officer of the Cooperative shall be liable in damages for any action he takes or fails to take as a trustee or as an officer, as the case may be, only if it is proved, by clear and convincing evidence, in a court with jurisdiction that his act or omission was one undertaken with deliberate intent to cause injury to the Cooperative or was one undertaken with a reckless disregard for the best interests of the Cooperative.