



Berkeley Electric Cooperative

Your Touchstone Energy[®] Cooperative 



Guide to Membership

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Welcome to Berkeley Electric Cooperative, Inc.

Thank you for allowing Berkeley Electric Cooperative to provide your electric service. We look forward to serving you and, for your convenience, we have created this Welcome Package to provide you with an overview of the Cooperative and its services.

Locations

Moncks Corner District
551 R.C. Dennis Boulevard
Moncks Corner, SC 29461
843-761-8200

Goose Creek District
2 Springhall Drive
Goose Creek, SC 29445
843-553-5020

Corporate Headquarters
414 North Highway 52
Moncks Corner, SC 29461
843-761-8200

Johns Island District
3351 Maybank Highway
Johns Island, SC 29455
843-559-2458

Awendaw District
7200 Highway 17 North
Awendaw, SC 29429
843-884-7525

Easy Pay Kiosks

- Moncks Corner Office - Drive Thru (Open 24 hrs)
- Goose Creek Office - Drive Thru (Open 24 hrs)
- St. Stephen IGA - Inside Store (Open 7 am - 9 pm)

Hours of Operation

Monday - Friday
8:00 a.m. - 5 p.m., excluding holidays
Holiday closures include:

- New Year's Day
- Martin Luther King Day
- Good Friday
- Memorial Day
- Fourth of July
- Labor Day
- Veterans Day
- Thanksgiving Holidays
- Christmas Holidays

Website & Outage Viewer

www.berkeleyelectric.coop

Social Sites

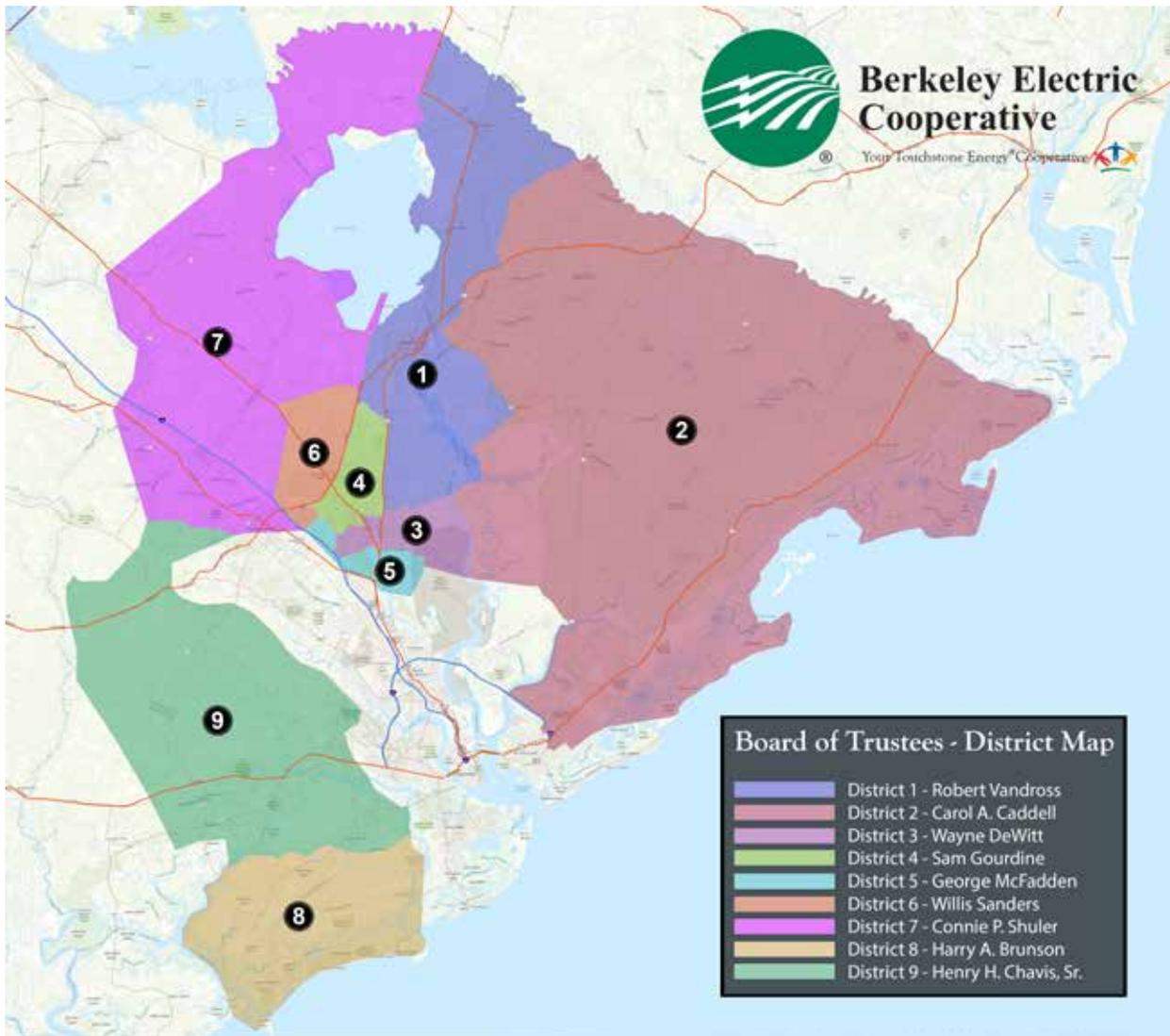
Search: BerkeleyElectricCooperative



Associations

Electric Cooperatives of South Carolina	www.ecsc.org
Central Electric Power Cooperative	www.cepci.org
National Rural Electric Cooperative Association	www.nreca.coop
Touchstone Energy	www.touchstoneenergy.com

To report a power outage please call
1-888-253-4232
or report online at <https://becsc.smarthub.coop>



Service Territory

Berkeley Electric Cooperative is the largest electric cooperative in South Carolina serving over 100,000 member-accounts in Berkeley, Charleston and Dorchester counties. The Cooperative maintains over 5,000 miles of distribution line with approximately 40% of its system underground.

Board of Trustees

Berkeley Electric Cooperative is governed by a nine member Board of Trustees. Trustees are elected from the Cooperative membership. A portion of the co-op board stands for election each year - usually three districts.

Trustees are tasked with the development of governance policies and monitoring the financial health of the cooperative. In addition, they are charged with keeping up-to-date on industry trends, legislative actions, and other pertinent issues affecting cooperatives as well as representing the membership at cooperative related functions.

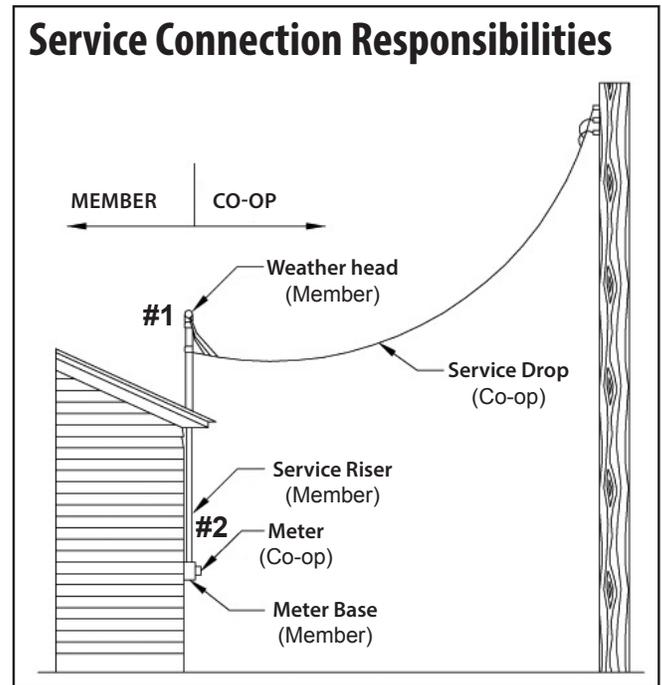
Your Electric Service

Point of Interconnection

The Cooperative owns and operates the electric system up to the point of interconnection. At this point and beyond, any service is the responsibility of the member.

For single phase service fed by overhead line, the typical point of interconnection is the weather head (1). For single phase service fed by underground line, the point of interconnection is usually the meter socket (2).

Please be aware that if the weather head becomes damaged, such as during a storm, it is the member's responsibility to have the weather head repaired. In many cases, the co-op will not be able to restore power to the home until the weather head has been repaired by a licensed electrician and inspected by county officials.



Only Berkeley Electric Cooperative employees are authorized to cut the seal/tag on the meter base for entry. If access needs to be gained for any reason, please contact your local Berkeley Electric Cooperative office for a technician to be sent to your location. Any tags/seals found cut will result in the location being assessed the appropriate meter tampering fee. Electricians and contractors are NOT exempt from this requirement. It is the member's responsibility to ensure the tag/seal is not cut at their location by anyone except a Berkeley Electric Cooperative employee.

Application for Service

To receive service from Berkeley Electric Cooperative, the consumer must apply for membership. New members may be required to pay a deposit, membership fee and any other applicable fees at the time of application. To obtain service for a new structure, proper county permits and inspection are required before power is connected. The procedure for obtaining temporary service, such as power for building a house, is the same as applying for new service. A valid county permit is also required.

Transferring and Disconnecting Service

Members can transfer service from one location to another in the service area without an additional deposit - provided you maintain an acceptable Berkeley Electric Cooperative credit rating. Your original deposit and membership are transferred to the new location.

To terminate service, the Cooperative must be notified by the member either by mail, by phone or in person. We request a forwarding address at the time of notification. Disconnections are completed during regular working hours. Any requests for same-day disconnections received after 3pm will require a \$50 after hours fee for completion. Any refund of deposits will be processed after the final bill amount is deducted.

Security Lights - Berkeley Electric members who own their property can have security lights installed or reconnected. There is no installation charge for the security light; however, a contract may be required. Monthly charges for security lights vary with the type and wattage of the light. If a new pole must be set, the monthly charge will be slightly higher. Contact your district office for a list of rates. When reporting security light outages, please only do so for those on your property. Please provide the pole/tag number on the yellow tag when reporting security light outages. This ensures the correct light is being repaired.

Street Lights/Subdivision Lighting - Berkeley Electric members may be required to pay for street/subdivision lighting per the construction agreements made with the developers of that property. This is not an optional charge. The cost of the lighting for the subdivision/community is shared by those who live within the subdivision/community. As lights are upgraded to LED lighting, the fees are adjusted as necessary on your monthly statement.

Underground Service - Underground lines are available to members but there are variable rates depending on the length of additional lines. There is also a fee for underground service to shops, garages, barns, and other buildings. Overhead lines can be changed to underground for a fee.

What to do if the lights go out

Check Your Breakers. Your first step should be to check the breakers inside your home. If all the breakers are on, the next step is to check outside breakers. If your meter seal is missing, please contact your local district office.

Call 1-888-253-4BEC. If you still do not have power, call Berkeley Electric's automated outage reporting system at 1-888-253-4232 to report the outage. Don't assume that others have already called in. You may be the only one without power or there could be damage that affects only your service. You can also report outages online through the SmartHub Payment Portal by visiting our website at www.berkeleyelectric.coop. You will need to have a SmartHub account created.

Please note - when you call Berkeley Electric's outage reporting system, the Cooperative uses your phone number to locate your outage and to signal the dispatcher. Please have your account number available if you are not calling from the primary number associated with your account, otherwise the outage may not be recorded properly.

Call back in the case of a busy signal. During a major storm or power outage, it is possible that you will get a busy signal because the volume of calls can overwhelm our automated system. During these times, the Cooperative assigns additional personnel to handle calls so please try again to make sure that your outage has been recorded.

Medical Priority List. The Cooperative maintains a medical priority list for members with special needs. However, this is not a guarantee that your power will be restored first. Every effort will be made to restore your power as quickly and as safely as possible. If you do have life saving needs or equipment, it is vital for you to have a back-up power system or emergency plans to relocate to an area with uninterrupted electrical service.

To report a power outage call: 1-888-253-4232

Cooperative Overview

In 1935, President Franklin Delano Roosevelt signed the Rural Electrification Act to provide federal loans for the installation of electrical distribution systems to serve rural areas of the United States.

In Berkeley County, coordinated by the County Agent's Office, six men stepped forward to undertake the task of forming an electric cooperative. Each of the six had to convince 100 residents to pay the \$5 membership fee in order to reach the 600-member minimum needed to incorporate.

On January 5, 1940, the articles of incorporation were signed and Berkeley Electric Cooperative was formed. Berkeley Electric Cooperative is a distribution cooperative meaning that it does not generate or transmit power. The Cooperative purchases wholesale electric power and distributes it through a system of substations, poles and wires to its members' homes.

What is an electric cooperative?

Electric cooperatives are private, not-for-profit businesses governed by their members.

Berkeley Electric Cooperative is committed to providing the people and communities of the South Carolina Lowcountry with quality, dependable electric utility service. We are also committed to linking modern technology, economic development, community awareness and environmental stewardship in ways that enhance the lives and insure the future of our members for their communities.

As an electric cooperative, Berkeley Electric also adheres to the **7 Cooperative Principles**:

1. **Voluntary and Open Membership** - Cooperatives are voluntary organizations, open to all persons able to use their services.
2. **Democratic Member Control** - Cooperatives are democratic organizations controlled by their members, who actively participate in setting policies and making decisions.
3. **Members' Economic Participation** - Members contribute equitably to, and democratically control, the capital of their cooperative.
4. **Autonomy and Independence** - Cooperatives are autonomous, self-help organizations controlled by their members.
5. **Education, Training and Information** - Cooperatives provide education and training for their members, elected representatives, managers and employees so they can contribute effectively to the development of their cooperative.
6. **Cooperation Among Cooperatives** - Cooperatives serve their members most effectively and strengthen the cooperative movement by working together.
7. **Concern for Community** - While focusing on members' needs, cooperatives work for the sustainable development of their communities.

What is Touchstone Energy®?



The Touchstone Energy brand represents a nationwide alliance of over 750 local, consumer-owned electric cooperatives in 46 states. Touchstone Energy provides a unified face for the small businesses that own and service rural America's 2.5 million miles of power line. As a Touchstone Energy Cooperative, Berkeley Electric Cooperative members have access to services that would normally require the resources of a national corporation. To learn more visit www.TouchstoneEnergy.com.

What does it mean to be a cooperative member?

Anyone who pays the \$5 membership fee and receives electrical service from Berkeley Electric Cooperative is a member of the cooperative.

Each member of the Cooperative is also an owner. Member-owners can directly affect the operation of the Cooperative on a one-member one-vote basis by voting to elect Trustees and by voting on changes to the by-laws at the **Annual Meeting of Members**.

Each member-owner of the Cooperative is also eligible to receive **Capital Credits**. Patronage Capital (also known as capital credits) are the margins (profits) that the cooperative realizes each year. Your Cooperative's margin is any money left after all operating expenses have been paid.

Annual Meeting of Members

In accordance with Berkeley Electric's Bylaws, each year the Cooperative holds its Annual Meeting of Members in November.

At the annual meeting, Berkeley Electric members are able to participate in informative and engaging activities, meet with Cooperative staff, make statements to the Board and attendees, and receive reports regarding the Cooperative's activities during the past year.

Members also vote to elect three Trustees to the nine-member Board of Trustees each year. Election results are announced before the close of the Business portion of the meeting. The member must be present with proper identification to register and vote at the annual meeting. Proxy votes are not allowed.

Capital Credits

Another unique benefit of being a cooperative member is Capital Credits. Unlike for-profit utilities, an electric cooperative does not have to generate profit for its shareholders. As a member-owner in a cooperative, you are the shareholder. The amount of capital credits returned to our members is determined by the excess revenues less expenses for the cooperative, as well as the total amount of energy used by each member.

When available, capital credits are returned to members in December of each year. Although 25% of the monies gathered during the year are returned to members in the form of capital credits, the cooperative is required by law to hold back 75%. This reserved amount is invested back into the system for improvements and line construction.

While this amount is "reserved" for year to year operations, each member is still entitled to these monies. The amount held back from member's capital credits check each year is carefully tracked and accumulates over the course of an individual's membership and is paid back at a later date.

Your Electric Bill

The monthly billing statement contains a great deal of information about your account:

1. **Special Messages** - Notification of special events or other notes
2. **Location & Meter** - Service information & figures used to calculate your bill
3. **Payment Summary** - Prior payment information & calculation of total amount due
4. **Current Charges** - Itemization of charges incurred during the current billing cycle
5. **Usage Details** - Current and historical electric use information
6. **Remittance Stub** - Return this portion with your payment



PO Box 1234 Moncks Corner, SC 29461-1234
843-761-8200/843-825-3383
www.berkeleyelectric.coop

MEMBER NAME
SERVICE ADDRESS
CITY, STATE, ZIP CODE

MESSAGE

It's back to school time. Please be on the lookout for students and use care when driving. We know we will!

Statement Date	08/15/2018
Account Number	1234567890
Payment Due	08/30/2018

BILL SUMMARY	
SERVICE ADDRESS	
Bill Type: REGULAR	
Prior Month Ending Balance	\$126.00
Payment(s)	-\$126.00
Current Balance 08/30/2018	\$201.00
Total Balance Due	\$201.00

DETAIL OF CURRENT CHARGES

Account Balance Prior To This Billing	\$0.00
Service Availability Charge 30 Days X \$.99	\$29.70
Energy Charge	\$168.24
Outdoor Lighting (1)	\$2.60
Roundup Amt	\$0.46
Current Months Bill	\$201.00

Returned check items as well as a returned check processing fee will be electronically presented against your bank account. Notifications or messages written on checks being electronically presented against your bank account will not secure your rights regarding collection of the returned check or the processing fee.

SEE BILL SUMMARY ABOVE FOR
*August Wholesale Power Cost Adj. =

PLEASE RETURN BOTTOM PORTION

Account No. 1234567890
Current Balance Due
TOTAL BALANCE DUE
Amount Paid

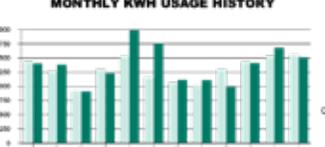
Berkeley Electric Cooper
SEDC
PO Box 530812
Atlanta GA 30353-0812

BERKELEY ELECTRIC COOPERATIVE
We are your source of power. And information.

Service Address	Service Description	Rate	Meter Number	Billing Period	Days	Readings Previous	Readings Present	Mult.	kWh Usage
SERVICE ADDRESS	HOUSE	10	XXXXXXXX	07/15/18 to 08/15/18	30	87477	88990	1	1553

MONTHLY KWH USAGE HISTORY

PERIOD #/MONTH	08/15/2017	08/15/2018
Avg Daily kWh	41	52
Avg Daily kWh	49	50
Avg Daily Cost	\$6.16	\$6.36



SmartHub
Access, pay and manage your account online with your smartphone or tablet.

- ▶ PAY YOUR BILL
- ▶ CONTACT US
- ▶ UPDATE ACCOUNT INFORMATION
- ▶ APPLY FOR SERVICE REQUESTS
- ▶ REPORT AN OUTAGE
- ▶ REVIEW OUR OUTAGE MAP
- ▶ CHECK YOUR USAGE

http://www.smartHubapp.com/new_id_1_get_it.htm

CONTACT US

PHONE: (843) 572-5454
EMAIL: beamemberinfo@bec.coop
www.berkeleyelectric.coop

DISTRICT OFFICES:
Moncks Corner (843) 761-8200
Goose Creek (843) 553-5020
Johns Island (843) 559-2458
Awendaw (843) 884-7525

OFFICE HOURS: Monday-Friday 8 am to 5 pm

POWER OUTAGES
Check your fuses and breakers to ensure the problem is not within your electrical system.
Report the outage immediately if you have determined the outage is on the Berkeley Electric's system by calling (843) 253-4232, 24 hours/7 days a week.
Always stay away from downed power lines.

CALL 811 BEFORE YOU DIG
Digging safely. For your protection state law requires you to call 811 at least two working days before you start digging or excavation. You also have a legal and financial responsibility for damage to utility lines.

SERVICE FEES

Delinquent accounts are subject to a 1.5% penalty on the total past due amount.	
Returned Payment Fee	\$30.00
Collection Fee	\$10.00
Reconnection Fee (Working Hours)	\$30.00
Reconnection Fee (After Hours)	\$50.00
Additional Trip Reconnection Fee	\$10.00

PAYMENT INFORMATION

- ▶ WEBSITE: For online payments go to www.berkeleyelectric.coop
- ▶ PHONE: PAYMENTS Payments can be made safely over the phone (1-877-853-8731) using a credit/debit card through our automated service. Our representatives do not accept payments over the phone to prevent fraud.
- ▶ E-CHECK/BANK CARD Payments can be made at any time on our website. Payments can also be made safely over the phone (1-877-853-8731) with account number and bank card or checking info.
- ▶ RECURRING CREDIT CARD DRAFT Your payment is charged to your credit card on the bill due date each month. Set up a recurring credit card draft on SmartHub or online.
- ▶ BANK DRAFT Sign-up to have your payments automatically drafted on the due date from an account you designate. Contact your local office to set up bank draft.
- ▶ WAL-MART BILL PAY Pay your bill at Wal-Mart for a small transaction fee. Take a copy of your statement to any Wal-Mart MoneyCenter or Service Desk. Cash or PIN-based debit card accepted.
- ▶ KIOSK Pay using one of our kiosks located at the Goose Creek and Moncks Corner District Offices, or ISA in St. Stephen.
- ▶ MONEYGRAM Pay your bill with cash at any MoneyGram agent location for a fee of \$1.50. Payments made using this service are received immediately. MoneyGram agent services are most commonly found at Wal-Mart, Advance America, and CVS/Pharmacy. Use bus form, must enter Receive Code "15119"

BILLING INFORMATION

- ▶ SMARTHUB Our phone or tablet App gives you mobile access to pay your bill, monitor your account and usage, and make changes to your account information. Download from your App store.
- ▶ PRE-PAID METERING Purchase your electricity before you use it. You determine the amount you want to pay and when or how often. No security deposits or late fees. Instead of a monthly bill, your usage and balance is calculated daily. A great way to control your budget!

How Your Bill is Calculated

Berkeley Electric Cooperative only charges for the electricity you use. Bills are calculated on a monthly basis and the exact charges on your bill are determined by the type of service you receive. Common charges include:

1. **Energy Charge** - The charge covers the cost, as calculated by your rate, for the energy you used.
2. **Service Availability Charge** – The charge covers the cost of making electricity available to your location – no matter your power needs.
3. **Wholesale Power Adjustment** - A variable fee or credit can be used when power costs either exceed, or fall below, the amount budgeted into the energy rates by Berkeley Electric. This allows the Cooperative to respond to market fluctuations without implementing a rate increase. This adjustment will affect your monthly energy bill.
4. **Demand Charges** - Charges used in some rates such as three-phase, commercial applications.
5. **Services & Taxes** - Charges for additional services, such as security lighting, as well as any taxes that may apply.

Payment Procedures and Rates

Payment is due within 15 days following the billing date. After 15 days, the bill is considered delinquent. A disconnect notice will be printed on your next bill and a 1.5% penalty is added to the unpaid amount. If the bill remains unpaid after this notice it is subject to disconnection.

If service is disconnected because of a delinquent bill, the delinquent bill and a reconnection fee must be paid to have service restored. Service will only be restored until 9 p.m. daily. An applicable deposit may be required and billed to accounts that are disconnected for nonpayment. Any account that is disconnected for nonpayment for seven (7) consecutive days will be inactivated, after which an application must be submitted for reconnection.

The following is a list of the fees that Berkeley Electric Cooperative charges for various services and situations:

• Membership Fee	\$5.00
• Service Connection Fee	\$20.00
• Temporary Service Fee	\$50.00
• Overhead/Underground Conversion Fee	\$100.00
• Meter Reread Fee	\$10.00
• Meter Test Fee - Single-Phase	\$10.00
• Meter Test Fee - Three-Phase	\$25.00
• Non-standard Meter Reading Fee	\$70/mo.
• Collection Fee	\$10.00
• Reconnection Fee - Working Hours	\$30.00
• Reconnection Fee - After Hours	\$50.00
• Additional Trip Reconnection Fee	\$10.00
• Returned Check Fee	\$30.00
• Inspection Fee	\$500.00
• Service Charge Fee	\$20.00
• Line Crew Service Charge	\$75.00
• Minimum Deposit - Residential	\$250.00
• Minimum Deposit - Commercial	\$500.00
• Excess UG Primary in Subdivisions	\$16.75/ft
• Excess UG Secondary in Subdivisions	\$5.50/ft

Please Be Advised...

Reconnection of one's own electric service after it has been disconnected for any reason is potentially life threatening and an illegal act. State law makes tampering with a meter or attempting to steal electricity in any way punishable by a fine, imprisonment or both.

Payment Options

Berkeley Electric Cooperative offers its members a variety of payment options that are convenient, safe and secure. These options give members alternatives to the traditional methods of paying their bills that are not only easy-to-use but cost effective as well.

Please be aware that there is a \$20 minimum for counter and credit/debit payments for most services. Additionally, the maximum credit card payment amount allowed is \$1,000.

Fixed Budget Billing

Fixed Budget Billing allows members to create equalized monthly payments that avoid large swings in their electric bill and are easier to add to a household budget. The Fixed Budget Billing Plan creates a “fixed” amount where the member pays the same amount each month with a “settle-up” month twice a year. This amount is determined by looking at the previous year’s electricity usage and creating an average amount.

In order to help avoid a large settle up amount, the plan includes two recalculation months each year – in October and May. This means that a member will have a fixed payment for six months at a time. In May of each year, the member’s account is settled up and returned to a zero balance. The account credit/debit balance on the member’s May bill will be applied as a one-time charge or a one-time credit on that bill.

Levelized Billing

With Berkeley Electric’s Levelized Billing program, you can guard against large fluctuations in your electric bill caused by changes in the weather. Berkeley Electric considers your past usage and future energy costs and creates a rolling average. Then we bill you for that amount monthly. Because a “rolling average” method is used, the amount due may vary slightly from month-to-month, but the program is designed so that the change won’t usually be a large amount.

Bank Draft

The Bank Draft program from Berkeley Electric Cooperative makes paying your electric bill easier than ever. When you sign up for Bank Draft, the cooperative will automatically draft your checking or savings account for the amount of your monthly electric bill, on or about the bill’s due date. You will still receive monthly statements showing kilowatt-hour usage and the amount due and your payments will be made on time, every time. Members can sign up through the Auto-Pay section on the Smarthub website.

Credit Card Draft - Sign-up for this service at no charge. Payments are drafted automatically on, or about, the due date of the bill for the total amount owed. Members can sign up through the Auto-Pay section on the Smarthub website.

Phone Payments - Payments can be made over the phone through the Cooperative’s Interactive Voice Recognition system (IVR). A Berkeley Electric account number and credit/debit card or checking information are all that is needed. Please note - we do not accept live payments over the phone.

MoneyGram

Pay your Berkeley Electric Cooperative bill with cash at any MoneyGram agent location for a small fee of \$1.50. Payments made using this service are received by Berkeley Electric Cooperative immediately. MoneyGram agent services are most commonly found at Walmart, Advance America, and CVS/Pharmacy. You can also go to www.MoneyGram.com to find additional locations in your area. To pay using this service, you will need to use the Receive Code “15119” and you must have your Berkeley Electric Cooperative account number.

SmartHub Payment App

Payments can be made on the SmartHub website 24 hours a day, 7 days a week. Payments are credited to your Berkeley Electric Cooperative account immediately after processing the payment on the website. Credit Cards, debit cards, and electronic check payments are accepted. You can also schedule payments up to 90 days in advance. Please note that scheduled payments are not considered payment arrangements. Please contact your local district office directly to make arrangements. The minimum/maximum online payment amounts are between \$10 - \$1,000. To log into SmartHub visit: becsc.smarthub.coop.

Advantages of SmartHub:

- Residential members may pay by Visa®, MasterCard® or Discover® with no convenience fee and sign up for recurring payments via SmartHub.
- You can view both hourly and daily usage data to easily manage your account 24/7 from personal computers, smartphones and tablets.
- Create charts of your electric usage compared to weather patterns
- Report outages or other service interruptions
- Includes a free and user-friendly application for Apple® and Android® users.

Pre-paid Billing

With pre-paid billing, you pay for electricity how and when you choose. Purchasing electricity before you use it allows you to control your budget and pay how much you want, when you want. And there are no security deposits or late fees. Instead of a monthly billing statement, your usage and balance are calculated daily. Track your usage by phone or online at www.berkeleyelectric.coop

Advantages of Pre-paid:

- Choose your own payment schedule
- Purchase electricity when convenient
- No deposits, no late fees, no monthly bills

Avoid phone scams!

In an effort to help protect our members, Berkeley Electric Cooperative customer service representatives no longer accept payments over the phone. If a member is in danger of being disconnected a courtesy call will be made but payment will not be accepted at that time. Members must either call the Cooperative back and pay through the IVR system, pay their bill online or visit their district office.

Programs & Services

Berkeley Electric Cooperative offers its members a complete family of services designed to improve the energy efficiency of their homes as well as the quality of their lives.

Energy Efficiency

Online Audits

By visiting www.berkeleyelectric.coop members have free access to a comprehensive online energy audit developed by the U.S. Department of Energy. The “Home Energy Saver” audit is designed to help members identify the best methods and resources to save energy in their homes.

TogetherWeSave.com

As a Touchstone Energy® Cooperative, Berkeley Electric members have access to additional online energy saving information at www.TouchstoneEnergy.com/TogetherWeSave. Featuring a virtual home tour, videos and other energy saving applications, members get instant feedback on the effects of energy saving measures.

In-home Audits

The Energy Experts™ at Berkeley Electric are certified by the Building Performance Institute to conduct an in-depth audit of your home to identify the best ways to improve efficiency and comfort. These audits are free of charge to members.

Loans

HomeAdvantage Loan

The program features a low (5%) interest rate on improvements up to \$15,000 and focuses on making energy improvements to existing homes. These improvements need to have a reasonable return on the financial investment – typically less than 6 years – or they will not be recommended.

The program is designed with the member’s needs in mind. Not only does it feature a low interest rate, the loan payment will be added to the electric bill for easy payment. Ideally, the program is designed so that energy savings should cover the cost of the loan. This is a prescriptive loan program and all recommended measures must be adopted to qualify.

Energy Advance Loan

Through Berkeley Electric Cooperative’s business partnership with Farmers & Merchants Bank of SC, members can apply for an Energy Advance Loan. These loans allow members to choose which energy improvements to make and can help finance anything from insulation and windows to HVAC systems and feature a 9-11% interest rate.

Renewable Energy

Green Power

In partnership with Santee Cooper, environmentally friendly energy is produced from renewable resources. For an extra \$3 added to their bill each month, members can sponsor a 100 kWh block which is enough Green Power to equal the effect of planting a half acre of trees.

Solar Net Metering

Tap into the power of the sun by receiving bill credits generated by your home’s solar PV system. Requires a net metering agreement. All systems must be completed and inspected before qualifying.

Rebates

Dual Fuel Rebate

Heat Pump systems can heat a home for less money than gas heating because typically 85% of the heating needs come from first stage heating. Dual fuel systems have first stage heat pump heating systems with second stage gas heating – which replace traditional heat strips. This can be a package or split system with propane or natural gas. New installations may qualify for up to a \$500 rebate per home.

Geothermal Rebate

Qualify for rebates of \$250 per ton when installing a ground source heat pump through the Earth Connect program. Maximum is up to 5 tons. A ground source heat pump works much like a regular heat pump, but with one important difference. The ground source heat pump transfers heat between your home and ordinary tap water in sealed underground, or underwater pipes, instead of between your home and outside air.

Water Heater Rebate

H₂O Advantage[®] is a rebate program designed to help our members purchase and install energy-efficient electric water heaters. This program requires the installation of a load management switch that helps the Cooperative manage the demand cost of your electricity while still providing you with adequate water heating to meet your needs. Qualify for up to a \$300 rebate.

Additional Programs

Water Heater Warranty

Let us maintain your electric water heater for just \$7 per month with the H₂O Select program. The warranty covers any existing electric water heater you have in your home, as well as parts and labor for the water heater, heating elements and thermostat. Although it does not cover plumbing or leaking pipes, it does cover complete replacement of a leaking tank.

Surge protection

The Surge Guard program protects your home and electronics from damaging electrical surges. Whole house meter base units lease for \$6.43. This fee can be added to your monthly electric bill and includes a warranty. Individual appliance surge protectors are also available at your local district office.

Outdoor Lighting

Outdoor Lighting options come in several styles for many different applications, from residential driveways and yards to commercial parking lots and walkways. Berkeley Electric will furnish, install, operate and maintain your lighting equipment. We simply add a fixed fee to your electric bill, so you know exactly how much to pay each month.

Beneficial Suggestions Program (BennySuggs)

Members will be rewarded for ideas that makes the Cooperative's mission to enhance the lives of its members more successful. This could mean a new outreach program, improving educational efforts or ways to boost safety & energy efficiency. It can even be a suggestion that improves the way that the Cooperate operates on a daily basis.

Eligible members will receive a credit on their energy bill, up to \$500, for approved suggestions that are implemented. Award amounts will be proportionate to the benefits resulting from the suggested idea or the expected savings. A suggestion does not have to be new or original, but must address a specific problem and give a workable solution.

Co-op Connections



As a member of Berkeley Electric Cooperative, you receive a FREE Co-op Connections card that allows you to save money at local businesses, online and on a variety of health related services. There is no cost and no expiration. It's simply a benefit of your cooperative membership.

Retail

Show your card at any of the participating local businesses to receive a special discount. Simply visit www.berkeleyelectric.coop for a list of those participating. You can also find discounts at national retailers and online specials and save on everything from dining to oil changes. Don't forget to visit Coupons.com and print hundreds of coupons that are accepted nationwide.

Prescription

The Co-op Connections card is accepted at over 60,000 participating pharmacies nationwide. Members can save an average of 40% on many prescription medications. Just show your Co-op Connections card to your local pharmacist to see what discounts are available. Since the program began, Berkeley Electric members have saved over \$3 million in prescription discounts.

Healthy Savings

The discounts don't stop with just prescriptions. Berkeley Electric members can also save 10-60% on dental care, vision services, hearing aids, lab work/imaging and chiropractic care. To learn more about Healthy Savings, call 800-800-7616 or visit connections.coop.

Berkeley Propane

As a wholly-owned subsidiary of Berkeley Electric Cooperative, Berkeley Propane is a full service propane company serving the entire Lowcountry. With no tank rental fees, 24/7 emergency service, gas line installation, automatic delivery and full line of gas log fireplaces, Berkeley Propane can handle all of your propane needs all year round.

Tankless Water Heaters

With Rinnai Tankless Water Heaters, homeowners can now enjoy an endless supply of hot water with substantial space savings in the home. Because they operate on an "as-needed" basis, Rinnai Tankless Water Heaters provide whole-home hot water heating while using less energy than traditional systems. On top of efficiency, these tankless water heaters feature a commercial-grade heat exchanger for unparalleled quality, durability and safety.

Whole House Generators

Power your entire home for days at a time during an outage with a permanently-installed standby generator from Berkeley Propane. Our generator loan program features an interest rate of 9-11% with a maximum of 10-year repayment, depending on the loan terms and credit report. The package includes the site evaluation, generator purchase, sizing, automatic transfer switch, installation and a 250-gallon propane tank set with 100 gallons of propane. Once your loan has been approved, we'll begin the installation process.

Play it safe around electricity!

Electricity is both a comfort and convenience that we enjoy and sometimes take for granted. Electricity is also a clean, safe form of energy when used properly and simple precautions are taken.

Working near power lines

Take extra care when working near overhead power lines – maintain a safe distance of ten feet or more from overhead power lines. If you need to be closer, contact your local Berkeley Electric Cooperative office for more information on safe limits of approach. Be careful with ladders, cranes, or diggers.

Keep kites and other flying toys away from overhead lines - check before your children play. In the event that a kite or flying toy becomes entangled in electrical wires do not attempt to untangle. Please be sure to never climb electrical utility poles or towers! Contact your local office if a need arises.

Right-of-Way

Plant trees far away from power lines to make sure they won't grow up into the lines. When a tree grows into a power line, one of two scenarios may occur. First, a broken branch could fall onto the line, breaking the electrical wire. Another potential injury could occur if someone tries climbing a tree extending into a power line. The weight of their body may cause a limb to touch the electrical wires, sending electricity from the wire, through the branch, and into the person.

To help alleviate these scenarios, the Cooperative has implemented a comprehensive tree trimming, or right-of-way program. When possible, branches and limbs are just cut back from the lines. If you would like to report a tree encroaching a power line, please contact your local district office.

Call before you dig!

Whenever doing projects around the house that require digging, such as installing a fence or simply landscaping, be sure you know where any underground power lines may be located. Berkeley Electric subscribes to a locating service that is free of charge to its members. If you are unsure, call Palmetto Utility Protection Service (PUPS) at **1-888-721-7877**. South Carolina state law requires that you give PUPS a 72-hour notice before you dig.



Safety Demonstrations

Providing affordable and reliable energy to our members is a top priority but so is keeping them safe. Berkeley Electric Cooperative is available for safety demonstrations at schools, churches and civic groups. The Cooperative also provides safety training for first responders and school bus drivers. If you are interested in learning more please contact your local district office.

Additionally, Berkeley Electric has Everyday Safety and Storm Safety tips available online and in the district offices. Berkeley members can also take advantage of free safety information and videos at SafeElectricity.org.

Committed to our Communities

Berkeley Electric Cooperative was one of the first cooperatives in the nation to institute a Community Development department. From sponsoring educational programs to coordinating outreach programs, Berkeley Electric Cooperative and its employees have been involved in Lowcountry communities since the 1940s.

Community Rooms

As part of our service to our communities, Berkeley Electric Cooperative offers the use of its Community Rooms in all four district offices. These rooms can be used by non-profit organizations and community groups for meetings. Capacity for each room varies. Groups interested in scheduling meetings in any of the community rooms are encouraged to contact the district office nearest them.

Assistance Programs

Berkeley Electric Cooperative plays an active role in its communities, including acting as a liaison between members in need and local assistance agencies. On average, Berkeley Electric Cooperative aids its members in securing close to \$1 million in assistance each year. Please contact your local district office for more information.

School Programs

Berkeley Electric Cooperative is an active partner in many of the schools in its service territory. Volunteer programs such as Lunch Buddies and Reading Partners take employees directly into the schools to partner with children to help them achieve both personal and academic goals. The Cooperative also works with the local high school Career Academies to help train the next generation of co-op employees.

Berkeley Electric also partners with the state-owned electric utility, Santee Cooper, in the Solar Schools Program which provides schools with working solar panel arrays so students can learn the potential benefits of solar energy.

W.I.R.E.

The Women Involved in Rural Electrification (W.I.R.E) group is open to any female member of the Cooperative. There are currently W.I.R.E. groups established in the Moncks Corner and Awendaw districts.

Each group works with various community projects throughout the year. WIRE's motto is People Helping People, and to that end members aid victims of tornadoes, hurricanes, and house fires. They support homeless shelters, children's homes, and programs like Habitat for Humanity and the Palmetto Project.

Washington Youth Tour & Cooperative Youth Summit

Berkeley Electric now offers two student leadership opportunities. On the Youth Tour, students spend a week in June visiting Washington, D.C. to learn about electric cooperatives and their federal government. as tour the monuments and meet their United States Representative and Senators. The Youth Summit offers a similar state level experience during July in Columbia, SC. To apply, students need to be the children or grandchildren of a current Cooperative member.

Operation Round-Up



“Small change that changes lives” is the foundation on which the Operation Round Up® program was built. Members who agree to participate allow Berkeley Electric Cooperative to “round up” their monthly electric bill to the next highest dollar. For example, a bill of \$55.75 would be rounded up to \$56.00 with the additional \$0.25 going to the Operation Round Up® fund.

Trust Board

This fund is administered separately by the Berkeley Electric Cooperative Trust, a board of volunteer directors made up of community leaders from the three counties served by the Cooperative. The Board meets monthly to review applications and all Operation Round Up® funds stay right here in the Lowcountry. Guidelines for awarding this money address needs such as home repairs and other community services.

How much can I expect to contribute each year?

The amount “rounded up” on each participating customer’s bill averages a total of \$6 per year. The monthly billing statement shows how much is being donated each month, along with a year-end statement. The amount contributed to Operation Round Up® is tax deductible as tax laws permit.

Member Participation

Operation Round is an opt-out program with all Berkeley Electric Cooperative members being automatically enrolled when they become a member. Members can opt-out at any time by simply contacting their local district office.

Guidelines

All applications must be approved by the Berkeley Trust Board before funds are awarded and are judged based on need and type of service required.

Typical projects include but are not limited to:

- Home repairs such as roofs, floors, doors, walls and plumbing
- HVAC repair or replacement
- Building of wheel chair ramps for medical necessity

Additional projects requiring approval:

- Rent/Mortgage
- Furniture & Appliances - only if there has been a fire and a copy of the report must accompany application

Bylaws of
Berkeley Electric Cooperative, Inc.
Moncks Corner, SC
*“Owned By Those
It Proudly Serves”*

BYLAWS OF
BERKELEY ELECTRIC
COOPERATIVE, INC.
AS AMENDED THROUGH
NOVEMBER 13, 2010

Preamble to Bylaws

October 10, 1992

Berkeley Electric Cooperative is committed to providing the people and communities of the South Carolina Lowcountry with quality, dependable electric utility service. We are also committed to linking modern technology, economic development, community awareness and environmental stewardship in ways that enhance the lives and insure the future of our member/owners for their communities.

To fulfill these commitments, we, the members of Berkeley Electric Cooperative, hereby adopt this Preamble to our Bylaws, stating our common goals, and directing the Board of Trustees to vigorously pursue these objectives.

First, Berkeley Electric Cooperative will pursue OPERATIONAL EXCELLENCE in all aspects of technology, services and member relations, by setting, achieving and maintaining high standards in management, productivity, efficiency and reliability in customer services, and by instilling in all employees a spirit of cooperation that motivates them to perform their jobs with knowledge, attention to detail, and genuine courtesy.

Second, Berkeley Electric Cooperative will provide EFFECTIVE COST MANAGEMENT by the wise use of resources, regular performance measurements, and the utilization of the most appropriate technology throughout its system for better service at competitive costs, and by taking appropriate measures to build equity, and take other steps, to move our organization towards financial independence.

Third, Berkeley Electric Cooperative will undertake ECONOMIC DEVELOPMENT that will establish this Cooperative as the energy provider of choice for the Low-country, and will continue working to improve the economic development opportunities of its member/owners and their communities, especially in bringing new jobs, and retaining existing jobs.

Fourth, Berkeley Electric Cooperative will insist upon SENSITIVITY TO PEOPLE by recognizing and understanding the concerns of its member/owners, employees, and community residents; by providing adequate resources to promote the civic and community interests of its member/owners; and by striving to insure that all decisions concerning electric utility services are, whenever possible, in concert with the plans, goals and values of local communities.

Fifth, Berkeley Electric Cooperative will act as a RESPONSIBLE STEWARD OF THE ENVIRONMENT, by providing electric power and other services in a fashion that protects the special beauty of the Lowcountry, avoids environmental degradation and recognizes that this nonprofit, consumer-owned organization is an integral part of a united and living community.

BYLAWS OF BERKELEY ELECTRIC COOPERATIVE, INC.

Article I MEMBERSHIP

SECTION 1.01. Eligibility. Any natural person, firm, association, corporation, business trust, partnership, federal agency, State or political subdivision or agency 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, leased as lessor or lessee, or directly occupied or used by him, to receive electric service from, Berkeley Electric Cooperative, Inc. (hereinafter called the “Cooperative”). No person shall hold more than one membership in the Cooperative; and no membership shall be transferable.

SECTION 1.02. Requirements for Membership; Renewal of Prior Membership. Application for membership—whereby 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 duly adopted, repealed or amended (the obligations embraced by such agreement being hereinafter called “membership obligations”)—shall be made in writing on a form provided by the Cooperative. Payment of the membership fee in and of itself shall establish membership. With respect to any particular classification of service for which the Board of Trustees (“Board”) shall require it, such request shall be accompanied by a supplemental contract, executed by the applicant on a form provided 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 or executed supplemental contract that may be required by the Cooperative (hereinafter called “other payments, if any”), which fee and other payments, if any, shall be refunded in the event the application is 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 a reasonable rate as from time to time established by the Board and in effect when such account first became overdue, compounded annually, together with other payments, if any, renew and reactivate any prior membership to the same effect as though the application has been newly made on the date of such payment.

SECTION 1.03. Membership Fee; Service Connection Fee or Deposit; Service Security and Facilities Extension Deposits; Contributions in Aid of Construction. The membership fee shall be as fixed from time to time by the Board. The membership fee, together with other payments, if any, shall entitle the member to one service connection. A service connection fee or deposit, in such amount as shall be prescribed by the Cooperative, together with other payments, if any, shall be paid by the member for each additional service connection requested by him.

SECTION 1.04. Joint Membership. A husband and wife, by jointly executing a membership application, may be accepted into joint membership or, if one of them is already a member, may, upon specifically so requesting in writing, automatically convert such membership into a joint membership. 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, obligations, responsibilities and liabilities of membership shall apply equally, severally and jointly 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, if both be present but in disagreement on a vote, each shall cast only one-half (1/2) vote;

(c) notice to, or waiver of notice signed or otherwise effected 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 a Trustee 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, the Cooperative may deny an application and refuse to furnish service, or to continue service it has already begun furnishing, if prior to connection of service it determines, or thereafter it discovers, that the applicant is not willing or able to satisfy and abide by the Cooperative's terms and conditions of membership or that such application should be, or should have been, denied for other good cause, including but not limited to the fact that furnishing service to the applicant would be or is in violation of one or more of the Cooperative's service rules and regulations; PROVIDED, any person so denied and/or refused shall have the right to be heard on the matter by the Board upon timely filing a written request therefor.

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, leased as lessor or lessee, 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 his membership, unless and except to the extent that the Board may in writing waive such requirement; and shall pay therefor at the times, and in accordance with the rules, regulations, rate classifications and rate schedules (including any monthly minimum amount that may be charged without regard to the amount of electric power and energy actually used) established by the Board 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 by him for service from 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 specifications of the National Electric Code, of 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 hold the Cooperative harmless from and indemnify it and its employees, agents

and independent contractors from—death, injury, loss or damage resulting from any defect in or improper use or maintenance of such premises and all wiring and apparatuses connected to or used on the premises. Each member shall make available to the Cooperative a suitable site, as determined solely by the Cooperative, whereon to place the Cooperative's facilities for the furnishing and metering of service and shall permit the Cooperative's authorized employees, agents and independent contractors to have access thereto, safely and without interference from any hostile source, for meter reading, bill collecting and inspection, maintenance, replacement, relocation, repair or disconnection of such facilities, at all reasonable times. As part of the consideration for electric service, each member shall be the Cooperative's bailee of its 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 doing so. Each member shall also provide such protective devices to his premises, apparatuses or meter base as the Cooperative shall from time to time require in order to protect the Cooperative's facilities and their operation and to prevent any interference with or damage to them. If 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 hold harmless and indemnify the Cooperative and its employees, agents and independent contractors against death, injury, loss or damage there from resulting, 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, reimburse 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 service extend beyond the point of delivery.

SECTION 1.09. Member to Grant Easements to Cooperative and to Participate in Required Cooperative Load Management Programs. Each member shall, upon being requested so to do by the Cooperative, execute and deliver to the Cooperative grants of easement or right of way over, across, under and/or on such lands owned, or leased by or to, or mortgaged to, the member, and in accordance with such reasonable terms and conditions, as the Cooperative shall require for the furnishing of 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 that may be established by the Cooperative to enhance load management or more efficiently to utilize or to conserve electric energy, or to conduct load research, and shall comply with all related rates and service rules and regulations.

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 be in bad standing; and he shall not during such suspension be entitled to receive service 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 good standing, in which event he shall thereafter be entitled to receive or continue receiving service from the Cooperative and to vote at meetings of its members.

SECTION 2.02. Termination by Expulsion; Renewed Membership. Upon the failure of a suspended member to be automatically reinstated to full membership as provided in Section 2.01, he may, without further notice but only after due hearing before the Board if such is in writing requested by

him, be expelled. After the expulsion of a member, he may not again become a member except upon new application therefor as provided in Sections 1.02 and 1.05. The Board, acting 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 his membership obligations.

SECTION 2.03. Termination by Withdrawal or Resignation. A member may, in good standing, withdraw or resign from membership upon such generally applicable conditions as the Board shall prescribe and upon either (a) ceasing to (or, with the approval of the Board, resigning his membership in favor of a new applicant who also shall) own, lease as lessor or lessee, or directly occupy or use all premises being furnished electric service pursuant to his membership, or (b) 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 Remaining or New Partners. The death of an individual natural person shall automatically terminate his non-joint membership upon receipt of notice by the Cooperative of the death of the person. The cessation of the legal existence of any other type of member shall automatically terminate such membership; PROVIDED, upon the dissolution for any reason of a partnership, or upon the death, withdrawal or addition of any individual partner, such membership shall continue to be held by such remaining and/or new partner or partners as continue to own, or to lease as lessor or lessee, or directly to occupy or use the premises being furnished service pursuant to such membership in the same manner and to the same effect as though such membership had never been held by different partners; BUT PROVIDED FURTHER, neither a withdrawing partner nor his estate shall be released from any debts then due the Cooperative.

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 to his service security deposit, if any, theretofore paid the Cooperative), less any amounts due the Cooperative; but neither he nor 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 shall not, unless the Board shall expressly so resolve, constitute a release of such person from his membership obligations so 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 his membership.

SECTION 2.06. Effect of Death, Legal Separation or Divorce upon a Joint Membership. Upon the death of either of the spouses of a joint membership or their legal separation or divorce, such membership shall continue to be held solely by the Survivor, or by the separated or divorced one, whichever be the case, who continues directly to occupy or use the premises covered by such membership, if such be the case, in the same manner and to the same effect as though such membership had never been joint; PROVIDED, the estate of the deceased spouse or of the other separated or divorced spouse shall not be released from any debts due the Cooperative.

SECTION 2.07. Acceptance of Members Retroactively. 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 Cooperative 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 Meetings. For the purpose of electing Trustees, hearing and passing upon reports covering the previous fiscal year, electing Trustees and transacting such other business as may properly come before

the meeting, an annual meeting of the members shall be held in October of each year, at such place in one of the counties in which the Cooperative serves, and beginning at such hour, as the Board shall from year to year fix; PROVIDED, for cause sufficient to it, the Board may fix a different date not more than thirty (30) days prior or subsequent to October. It shall be the responsibility of the Board to make adequate plans and preparations for, and to encourage member attendance at, the annual member meeting and any special member 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 resolution of the Board, upon written request by any three Trustees, by the Chairman 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 provided in Section 3.03. The meeting shall be held at such place in one of the counties in which the Cooperative serves, on such date, but not sooner than sixty (60) days after the call for such meeting is filed if by a member petition, and beginning at such hour as shall be designated by him or those calling 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 be delivered to each member not less than ten (10) days nor more than twenty-five (25) days before the date of the meeting, either personally or by mail, by or at the direction of the Secretary. Any such notice delivered by mail may be included with member service billings or as an integral part of or with the Cooperative's monthly insert in "Living in South Carolina" or any successor publication. 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 more than simple majority of the members voting thereon at any meeting of the members shall be acted upon at such a meeting unless notice of the matter shall have accompanied or been contained in the notice of the meeting, except as provided in subsection (b) of Section 11.01 of Article XI of these Bylaws. 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 appears on the Cooperative's records, with postage thereon prepaid and postmarked at least ten (10) 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 a notice shall not invalidate any action which may be taken by the members at the meeting and the attendance in person of a member at any such meeting shall constitute a waiver of notice thereof unless it 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 or other lawful ground; but such objection shall be in writing and delivered to the Secretary prior to or at the beginning of the meeting.

SECTION 3.04. Quorum. (a) Except as otherwise provided in this Section 3.04, business may be transacted at any meeting of the members if there are present in person at least five (5%) percent of the then-total members of the Cooperative.

(b) The members may not vote on a question of removing a Trustee from office or to fill any vacancy that may thereby be created, or on a proposal to sell, lease as lessor, lease-sell, transfer, convey, exchange or otherwise dispose of all, or substantially all, of the Cooperative's properties and assets, or to dissolve the Cooperative, unless there are present in person at least ten (10%) percent of the then-total members of the Cooperative; PROVIDED, subsection (a), not this subsection (b), shall apply if the question is whether to merge or consolidate the Cooperative with one or more other electric cooperatives.

(c) If less than the required quorum is present at any meeting, a majority of those present in person may adjourn the meeting to another time and date.

(d) 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 members who were registered as present in person. Such records, together with all written ballots cast on any matter at the meeting, shall be impounded and retained by the Cooperative for a reasonable time, not less than three (3) months, after the adjournment of the meeting.

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 the member meeting, of satisfactory evidence entitling the person presenting the same so to vote. All matters 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. Members may not cumulate their votes or vote by proxy or by mail.

SECTION 3.06 Credentials and Election Committee. (a) The Board shall, at least sixty (60) days before any meeting of the members, appoint a Credentials and Election Committee. The Committee shall consist of an uneven number of Cooperative members, not less than five (5) nor more than eleven (11), who are not members of the Nominating Committee and who are not existing Cooperative employees, agents, officers, trustees or known candidates for trustee, and who are not close relatives or members of the same household of any such person. 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, the latter of whom may be a member of the Cooperative's staff, at its first meeting.

(b) It shall be the responsibility of the Committee to establish or approve the manner of conducting member registration and to rule upon all questions that may arise with respect thereto; to count and announce the results of any votes cast on any matter except as provided in subsection (d) of this Section 3.06; and to rule upon the validity of petitions of nomination and the eligibility of candidates nominated by petition.

(c) The Committee shall also, except as provided in subsection (d), rule upon any protest or objection that is filed with respect to any aspect of the meeting; but in the event a member has a protest or objection concerning any election or other voting, such protest or objection must be filed in writing with the Committee during, or within ten (10) business days next following the adjournment of the meeting in which the voting is conducted. The Committee shall thereupon be reconvened, upon notice from its chairman, not less than fourteen (14) days after such protest or objection is filed. The Committee shall hear such evidence as is presented by the protester(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 or other voting, to change the outcome thereof, or to set it aside. The Committee may not affirmatively act on any matter unless a majority of the Committee is present. In the exercise of its responsibility, the Committee shall have available to it the advice of the Cooperative's legal counsel. The Committee's decisions (as reflected by a majority of those actually present and voting) shall be final, except as may thereafter be changed by a court having jurisdiction for such purpose.

(d) The Committee shall have no responsibility or authority with respect to any balloting, the conduct, supervision, counting and announcement of the results of which have by the Board been delegated to any other person(s).

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) Registration and casting of ballots for the election of Trustees;
- (2) Report on the number of members registered in person in order to determine the existence of a quorum;
- (3) 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;
- (4) Reading of unapproved minutes of previous meetings of the members and the taking of any appropriate action thereon;
- (5) Presentation and consideration of reports of officers, Trustees and committees;
- (6) Unfinished business;
- (7) New business; and
- (8) Adjournment.

Notwithstanding the foregoing, the Board may for any such meeting, 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, 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 **TRUSTEES**

SECTION 4.01 Number and General Powers. The business and affairs of the Cooperative shall be managed by a Board of nine (9) Trustees. 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.

SECTION 4.02. Qualifications. No person shall be eligible to become or remain a Trustee of the Cooperative who:

- (a) while serving on the Board or during the five (5) years preceding his nomination thereto shall have been finally adjudged to be guilty of a felony; or
- (b) becomes, or at any time during the preceding five (5) years shall have been, employed by (or be a close relative of a person who becomes, or at any time within the preceding five (5) years shall have been employed by) a labor union which represents, or has represented, or has endeavored to represent any employees of the Cooperative; or
- (c) is, and if elected and seated as a Trustee will continue to be, a close relative of an incumbent trustee or of an employee of the Cooperative; PROVIDED, this restriction shall not apply to any Trustee who was such a close relative prior to, and who was an incumbent Trustee on the date of, the 1990 annual meeting of the members; or
- (d) has not continuously been, for at least one (1) year prior to his nomination, or who ceases after his election to be, a member in good standing of the Co-operative, receiving service therefrom at his primary residential abode in the Trustee District from which he is elected, (except as provided in the first proviso in this Section, in which instance the member which qualifies a person's eligibility to be elected a Trustee must be and remain in good standing);
- (e) is employed by the Cooperative or was employed by the Cooperative at any time during the preceding seven (7) years; or
- (f) does not have the legal capacity to enter into a binding contract.

No person shall be eligible to become or remain a Trustee of, or to hold any other position of trust in, the Cooperative who is not at least eighteen (18) years old or is in any way employed by, retired from, or financially interested in a substantially competing enterprise, or a business

selling electric energy, or a business selling supplies to the Cooperative, or a business engaged substantially in selling electrical apparatuses to the Cooperative during the preceding seven (7) years.

Notwithstanding the restrictive provisions of this Section based upon close relative relationships, no incumbent Trustee shall lose eligibility to remain a Trustee or to be re-elected a Trustee if, during his incumbency, he became a close relative of another incumbent Trustee or of a Cooperative employee because of a marriage or an adoption to which he was not a party.

Upon establishment of the fact that a nominee for Trustee lacks eligibility under this Section or as may be provided elsewhere in these Bylaws, it shall be the duty of the Board to disqualify him. Upon the establishment of the fact that any person being considered for, or already holding, a Trusteeship or other position of trust in the Cooperative lacks eligibility under this Section, it shall be the duty of the Board to withhold such position from such person, or to cause him to be removed therefrom, as the case may be. Also, the office of a Trustee shall automatically become vacant if he misses as many as three (3) regular meetings of the Board during any twelve (12) consecutive such meetings, unless the remaining Trustees 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. 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 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 Trustees have a personal interest in conflict with that of the Cooperative.

SECTION 4.03. Election. At each annual meeting of the members, Trustees shall be elected by secret written or electronically registered ballot by the members, and, except as provided in the first proviso of Section 4.02 of these Bylaws, from among natural persons who are members; PROVIDED, if only one person shall have been nominated for a particular Trustee District, such nominee shall automatically be declared elected at the member meeting at which such Trusteeship would otherwise have been voted upon. Whenever there are two or more candidates for the same Trusteeship, the one receiving the highest number of votes shall win. Drawing by lot shall resolve, where necessary, any tie votes.

SECTION 4.04. Tenure. Trustees shall be so nominated and elected that one Trustee for each of Trustee Districts Nos. 1, 4 and 7 shall be elected for a three-year term at an annual member meeting; one Trustee for each of Trustee Districts Nos. 3, 6 and 9 shall be elected for a three-year term at the next succeeding annual member meeting; and one Trustee for each of Trustee Districts Nos. 2, 5 and 8 shall be elected for a three-year term at the next succeeding annual member meeting; and so forth. Upon their election, Trustees shall, subject to the provisions of these Bylaws with respect to the removal of Trustees, 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 Trustees 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, or the next annual, meeting of the members. Failure of an election for a given year shall allow an incumbent whose Trusteeship would have been voted upon to hold over only until the next member meeting at which a quorum is present and until his successor shall have been elected and shall have qualified.

SECTION 4.05. Trustee Districts. The territory served by the Cooperative shall be divided into nine (9) Trustee Districts. Each District shall be represented by one Trustee. Beginning with the election or appointment of Trustees after the 1990 annual meeting of the members, the Trustee Districts shall be as revised and adopted by the Board at its regular meeting in September 1990. A map prepared by Southern Engineering Company, dated February 5, 1985, and showing the geographic areas served by the Cooperative, the locations of its electric lines and the boundaries of each of the Trustee Districts, is on file in each of the Cooperative's business offices and is available for inspection by any member upon request during the Cooperative's normal business hours. The descriptions of the Trustee Districts as so shown are incorporated into this Section 4.05 by reference.

Every even numbered year, the Board, not less than one hundred twenty (120) days prior to the first date on which the annual member meeting may be scheduled pursuant to these Bylaws to be held, shall review the Trustee Districts. If the Board determines that the boundaries of Districts should be altered so as to correct any substantially inequitable factors, such as but not limited to the numbers of members, communities of interest, operating areas or natural or man-made landmarks, it shall alter such boundaries and shall timely notice the members that such alterations have been made and that the above identified map has been revised accordingly and is available for inspection by any member so requesting. From and after such notice, this Section 4.05 shall have been effectively amended accordingly, except that such boundaries may also be altered by amendment of these Bylaws by the members from time to time: PROVIDED, 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 Trustees at the annual meeting of the members first thereafter held; AND PROVIDED FURTHER, no such amendment by the Board shall become effective so as to cause the vacancy of any Trustee's office prior to the time his term would normally expire unless such Trustee consents thereto in writing.

SECTION 4.06. Nominations. It shall be the duty of the Board to appoint, not less than one hundred twenty (120) nor more than one hundred fifty (150) days prior to the date of a meeting of the members at which Trustees are to be elected, a Nominating Committee, consisting of nine (9) members of the Cooperative who are not existing Cooperative employees, agents, officers, Trustees or known candidates for Trustees, who are not close relatives or members of the same household of any such person, and who are so selected that each of the Cooperative's Trustee Districts shall have one representative thereon. The Committee shall prepare and post at all offices of the Cooperative at least ninety (90) days before the meeting a list of nominations for Trustees to be elected, listing separately the nominee(s) for each Trusteeship and Trustee District for which a Trustee must, pursuant to this Article, be elected at the meeting. The Committee may include as many nominees for any Trustee to be elected for a Trustee District as it deems desirable, but it shall not make a nomination until it shall have first determined that the nominee is qualified to serve as a Trustee in accordance with the provisions of Section 4.02 and, if elected, will serve. 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 and filing the same with the Cooperative not less than sixty (60) 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 ten (10) days prior to the date of the meeting, a statement of the names and addresses of all nominee(s) for each Trustee District for which a Trustee must be elected, distinguishing clearly those nominated by the Committee and those nominated by petition, if any. Additional nominations from the floor shall not be allowed.

For purposes of these bylaws, any requirement that certain acts occur sixty (60) days prior to the annual meeting date, sixty (60) days is defined as full calendar days, not including the day of the meeting. For example, if a sixty (60) day count is September 13, then the deadline is at the close of business the previous day, on September 12. If the sixty (60) day count is a Saturday, Sunday, or Holiday, then it would be the business day prior to that.

SECTION 4.07. Voting for Trustees; Validity of Board Action. In the election of Trustees, each member shall be entitled to vote for one (1) nominee for each Trusteeship to be elected Ballots marked in violation of the foregoing restriction with respect to one or more Trustee Districts shall be invalid and shall not be counted with respect to such District(s). Notwithstanding the provisions contained in this Section, failure to comply with any of them shall not affect in any manner whatsoever the validity of any action taken by the Board after the election of Trustees.

SECTION 4.08. Removal of Trustees by Members. Any member may bring one or more charges for cause against any one or more Trustees and may request the removal of such Trustee(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 upon such charge(s) and, if one or more Trustees are recalled, to elect their successor(s), and which specifies the place, time and date thereof, not sooner than sixty (60) days after the 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 sixty (60) 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 Trustee(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 Trustee(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, the notice shall set forth (in alphabetical order) only twenty (20) of the names of the members filing one or more charges if more than twenty (20) members file the same charge(s) against the same Trustee(s). Such Trustee(s) shall be informed in writing of the charge(s) after the petition has been validated and at least twenty (20) days prior to the meeting at which the charge(s) are to be considered, shall have an opportunity at the meeting to be heard in person, by witnesses, by counsel or any combination of such, and to present other evidence in respect of the charge(s), and shall be heard last; and the person(s) bringing the charge(s) shall have the same opportunity, and shall be heard first. The question of the removal of such Trustee(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; PROVIDED, the question of the removal of a Trustee shall not be voted upon at all unless some evidence in support of the charge(s) against him shall have been presented to the meeting. A newly elected Trustee shall be from the same Trustee District as was the Trustee whose office he succeeds and shall serve the unexpired portion of the removed Trustee'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 Trustees by the members, a vacancy occurring in the Board shall be filled by the Board. A Trustee thus elected shall serve out the unexpired term of the Trustee whose office was originally vacated and until a successor is elected and qualified; PROVIDED, such a Trustee shall be from the same Trustee District as was the Trustee whose office was vacated.

SECTION 4.10. Compensation; Expenses. Trustees shall, as determined by resolution of the Board, receive, on a per diem basis, a fixed fee, which may include insurance benefits, for attending meetings of the Board, and when such is approved by the Board, for the performance of their duties otherwise. Trustees shall also receive advancement or reimbursement of any travel and out-of-pocket expenses actually, necessarily and reasonably incurred in performing their duties. Except as may already be the case with respect to one or more permanent employees on October 13, 1990, no close relative of a Trustee shall be employed by the Cooperative and no Trustee shall receive compensation for serving the Cooperative in any other capacity, unless the employment of such relative or the service of such Trustee is temporary; PROVIDED, a Trustee 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 amounts as shall be fixed and authorized in advance of such service by the Board; AND PROVIDED FURTHER, an employee shall not lose eligibility to continue in the employment of the Cooperative if he becomes a close relative of a Trustee because of a marriage or adoption to which he was not a party.

SECTION 4.11. Committees. The Board may designate from among its members an executive committee and other committees, and delegate to

such committee or committees so much of the authority of the Board as it deems advisable and is permitted by law.

SECTION 4.12. Rules, Regulations, Rate Schedules and Contracts. The Board 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 4.13. Accounting System and Reports. The Board 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 the Cooperative's financial operations during, and its financial condition as of the end of, such year. A summary of such financial operations and condition 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 4.14. Cooperative Newsletter. For the purpose of disseminating information devoted to the economical, effective and conservative use of electric energy, the Board shall be empowered, on behalf of and for circulation to the members periodically, a cooperative "newsletter" insert therein covering local activities and operations of the Cooperative. The annual subscription price for such publication shall be not more than \$4.00, 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 4.15. Trustees Empowered to Promote Economic Development. The Board is empowered to promote economic development of the general areas in or near to which the Cooperative serves. Such promotion may include, but shall not be limited to, (a) membership in or ownership of securities issued by other organizations engaged in such promotion, (b) expending, investment, lending or underwriting reasonable amounts of funds, and (c) acquisition, through purchase, lease, option or otherwise, of land and other properties for resale, lease or sublease to institutional, commercial and industrial enterprises or other entities.

Article V **MEETINGS OF TRUSTEES**

SECTION 5.01. Regular Meetings. A regular meeting of the Board 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. A regular meeting of the Board shall also be held monthly at such date, time and place in Berkeley County, South Carolina, as the Board may provide by resolution; PROVIDED, the Board may from time to time resolve to hold a regular meeting at some place in some other county in which the Cooperative serves. Except when business to be transacted thereat shall require special notice, such regular monthly meeting may be held without notice other than such resolution; PROVIDED, any Trustee 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 regular meeting of the Board; AND PROVIDED FURTHER, if a policy therefor is established by the Board, the Chairman may change the date, time or place of a regular monthly meeting for good cause and upon not less than five (5) days' notice thereof to all Trustees.

SECTION 5.02. Special Meetings. A special meeting of the Board may be called by the Board, by the Chairman or by any four (4) Trustees, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as provided in Section 5.04. The Board, the Chairman, or the Trustees calling the meeting shall fix the date, time and place for

the meeting, which shall be held in one of the counties in South Carolina within which the Cooperative serves, unless all Trustees consent to its being held in some other place in South Carolina or elsewhere. Special meetings, upon proper notice as otherwise provided in Section 5.04, may also be held via telephone conference call, without regard to the actual location of the Trustees at the time of such a telephone conference meeting, if all the Trustees consent thereto.

SECTION 5.03. Attendance at Board Meetings by Telephone or Other Telecommunications Device. If no other Trustee objects, a Trustee may attend and participate in a Board meeting by being continuously connected thereto by telephone or other telecommunications device in such a manner that he may speak to and be heard by such meeting and all other Trustees there present may hear and speak to him.

SECTION 5.04. Notice of Trustees 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 Trustee 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 those calling it in the case of a special meeting or by any Trustee in the case of a 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 Trustee at his address as it appears on the Cooperative's records with first class postage thereon prepaid, and postmarked at least five (5) days prior to the meeting date. The attendance of a Trustee at any meeting of the Board shall constitute waiver of notice of such meeting unless such attendance shall be for the express purpose of objecting in writing to the transaction of any business, or of one or more items of business, on the ground that the meeting shall not have been lawfully called or convened, or on some other lawful ground.

SECTION 5.05. Quorum. The presence in person of a majority of the Trustees in office shall be required for the transaction of business and the affirmative votes of a majority of the Trustees present and voting shall be required for any action to be taken; PROVIDED, a Trustee who by law or these Bylaws is disqualified from voting on a particular matter shall not, with respect to consideration of that matter, be counted in determining the number of Trustees in office or present; AND PROVIDED FURTHER, if less than a quorum be present at a meeting, a majority of the Trustees present may adjourn the meeting from time to time, but shall cause all Trustees 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 and Treasurer, and such other officers as may from time to time be determined by the Board. The offices of Secretary and Treasurer may be held by the same person.

SECTION 6.02. Election and Term of Office. The four officers named in Section 6.01 shall be elected by secret written ballot, annually and without prior nomination, by and from the Board at the first meeting of the Board held after the annual meeting of the members. Drawing by lots, when necessary, shall resolve tie votes. 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 successor shall have been duly elected and shall have qualified, subject to the provisions of the Bylaws with respect to the removal of Trustees and to the removal of officers by the Board. Any other officers may be elected by the Board from among such persons and with such title, tenure, responsibilities and authorities as the Board may from time to time deem advisable.

SECTION 6.03. Removal. Any officer, agent or employee elected or

appointed by the Board may be removed by the Board whenever in its judgment the best interests of the Cooperative will thereby be served.

SECTION 6.04. Vacancies. A vacancy in any office elected or appointed by the Board 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 Board and shall preside at all meetings of the Board, and, unless determined otherwise by the Board, at all meetings of the members;

(b) sign any deeds, mortgages, deeds of trust, notes, bonds, contracts or other instruments authorized by the Board to be executed, except in cases in which the signing and execution thereof shall be expressly delegated by the Board 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 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 by the Board.

SECTION 6.07. Secretary. The Secretary shall:

(a) keep, or cause to be kept, the minutes of meetings of the members and of the Board 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 certificates of membership, if any, 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 is 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) have general charge of the books of the Cooperative in which a record of the members is kept;

(f) keep on file at all times a complete copy of the Cooperative's Articles of Incorporation and 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

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

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 in such financial institutions or securities as shall be selected in accordance with the provisions 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 by the Board.

SECTION 6.09. Delegation of Secretary's and Treasurer's Responsibilities; Facsimile Signatures. Notwithstanding the responsibilities and authorities of the Secretary and of the Treasurer provided in Sections 6.07 and 6.08, the Board 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 each such officer's duties to one or more agents, other officers or employees of the Cooperative who are not Trustees; and to the extent the Board does so delegate with respect to any such officer, that officer as such shall be released from such duties, responsibilities and authorities. Any documents requiring the signature of any officer may be affixed with his facsimile signature unless his manuscript signature is required by law.

SECTION 6.10. President, Chief Executive Officer. The board shall appoint a President who may be, but shall not be required to be a member of the Cooperative, and who also may be designated Chief Executive Officer. Such officer shall perform such duties as the Board may from time to time require and shall have such authority as the Board may from time to time vest in him; and the Board shall set forth and maintain, and shall from time to time review and as appropriate revise, a written description of such duties and authorities.

SECTION 6.11. Bonds. The Board shall require the Treasurer and any 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 shall determine. The Board 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 Trustee or close relative of a Trustee 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 or a plan therefor approved by the Board. The Cooperative shall indemnify and hold harmless its past and present Trustees and officers, including the President and Chief Executive Officer—and may but shall not be obligated to so indemnify and hold harmless one or more of its past and present agents and other employees—against liability and related costs, including reasonable attorney's fees, because of any act or omission in connection with their relationship to the Cooperative in such capacities, to the maximum extent allowable by law, including, and supplementary and subject to, but not limited to, S.C. Code Ann. Section 33-49-690; and may purchase insurance to cover such indemnification.

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.

SECTION 6.14. "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 VII

CONTRACTS, CHECKS AND DEPOSITS

SECTION 7.01. Contracts. Except as otherwise provided by law or these Bylaws, the Board may authorize any Cooperative officer, agent or employee 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 or countersigned by such officer, agent or employee of the Cooperative and in such manner as shall from time to time be determined by resolution of the

Board.

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 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 not contrary to, or inconsistent with, the Cooperative's Articles of Incorporation or its Bylaws. Such certificate shall be signed by the Chairman and Secretary, and the Cooperative seal shall be affixed thereto.

SECTION 8.02. Issue of Membership Certificates. No certificate shall be issued for less than the membership fee fixed by the Board nor until such fee and other payments, if any, shall have been fully paid.

SECTION 8.03. Lost Certificate. In case of a lost, destroyed or mutilated certificate, a new one may be issued therefor upon such terms and indemnity to the Cooperative as the Board may prescribe.

Article IX

NON-PROFIT OPERATION

SECTION 9.01. Interest or Dividends on Capital Prohibited. The Cooperative shall at all times be operated on a cooperative, non-profit basis for the mutual benefit of its patrons. No interest or dividends shall be paid or payable by the Cooperative on any capital furnished by its patrons.

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 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 power and energy in excess of operating costs and expenses properly chargeable against the furnishing of electric power and 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 with a reasonable time after the close of the fiscal year notify each patron of the amount of capital so credited to his account; PROVIDED, individual notices of such amounts furnished by each patron shall not be required if the Cooperative notifies all patrons of the aggregate 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 a 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, insofar as gains may at that time be realized from the sale of an appreciated asset, such gains shall be distributed to all persons who were patrons during the period the asset was owned by the Cooperative in proportions to the amount of business done by such patrons during that period, insofar as is practicable, as determined by the Board, before any payments are made on account of property rights of members. If, at any time prior to dissolution or liquidation, the Board 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. Notwithstanding any other provisions of these Bylaws, the Board shall determine the method of allocation, basis, priority and order of retirement, if any, for all amounts furnished as patronage capital. The Board shall also have the power to adopt rules providing for the separate retirement of that portion ("power supply or other service or supply portion") of capital credited to the accounts of patrons which corresponds to capital credited to the account of the Cooperative by an organization furnishing power supply or any other service or supply to the Cooperative. Such rules shall (a) establish a method for determining the portion of such capital credited to each patron or each applicable fiscal year, (b) provide for separate identification of 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 accounts 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 of a part of such patron's premises served by the Cooperative, unless the Board, acting under policies of general application, shall determine otherwise.

Notwithstanding any other provisions of these Bylaws, the Board shall at its discretion have the power at any time upon the death of any patron who was a natural person whether the patron's membership be individual or jointly with patron's spouse (or, if as so provided for 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, acting under policies of general application, and such legal representatives shall agree upon; PROVIDED, the financial condition of the Cooperative will not be impaired thereby.

The Cooperative, before retiring any capital credit any patron's account, shall deduct therefrom any amount owed and overdue by such patron to the Cooperative, together with interest thereon at a reasonable rate as from time to time established by the Board 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.

SECTION 9.03. Patronage Refunds in Connection with Furnishing Other Services. In the event the Cooperative should engage in the business of furnishing goods or services other than electric power and energy, all amounts received and receivable therefrom which are in excess of costs and expenses properly chargeable thereto 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, in such manner and in such order of priority as the Board shall determine. Any Corporation, Partnership, Limited Liability Partnership, Limited Liability Company or

similar entity in which the Cooperative is a partner or shareholder is exempt from this section.

Article X **WAIVER OF NOTICE**

Any member or Trustee 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) Not inconsistently with S.C. Code Ann. 33-49-260 and 33-49-270 and subsection (b) hereof, the Cooperative may authorize the sale, lease, lease-sale, exchange, transfer or other disposition of all or substantially all of the Cooperative's properties and assets only upon the affirmative votes of two-thirds (2/3) of the then-total members of the Cooperative at a duly held meeting of the members. However, the Board shall have full power and authority (1) to borrow monies from any source and in such amounts as the Board may from time to time determine; (2) to mortgage or otherwise pledge or encumber any or all of the Cooperative's properties or assets as security therefor; and (3) to sell, exchange, transfer or otherwise dispose of merchandise and property no longer necessary or useful for the operation of the Cooperative.

(b) Supplementary to the first sentence of the foregoing subsection (a) and any other applicable provisions of law or these Bylaws, no sale, lease, lease-sale, exchange, transfer or other disposition of all or substantially all of the Cooperative's properties and assets ("transaction") shall be authorized except in conformity with the following:

(1) If the Board looks with favor upon any proposal for any such transaction, it shall first appoint three persons, each of whom is independent of the Cooperative and of the other two and is expert in electric utility property evaluations, and commission them, separately, to study, appraise and evaluate such assets and properties, including their going concern value and the values associated with the right of the members to participate in the ownership and control of the Cooperative. Such appraisers shall be instructed to, and shall, take into account any other factors they may deem relevant in determining the present market value of such assets and properties. Within not more than sixty (60) days after their appointment and commission, each appraiser shall render his highest determination of such present value. The Board shall not recommend and submit any proposal that within one (1) year theretofore or thereafter it shall have received for such a transaction—or, within one (1) year thereafter, make an offer of such a transaction—for a consideration that is less than the highest such determination rendered by the appraisers; nor shall it, following the expiration of one (1) year thereafter, make such a recommendation or offer without, again, first complying with the foregoing appraisal requirements.

(2) If, after receiving such appraisals, the Board resolves to pursue the matter further, it shall, within sixty (60) days after adoption of such resolution, transmit the appraisals, together with any underlying data and information that may have accompanied them, to every other electric cooperative corporately sited and operating in South Carolina and invite it to submit competing or alternative proposals, including proposals to merge or consolidate with the Cooperative. Such appraisals shall also be accompanied by any proposal for such a transaction received by the Cooperative with one (1) year prior to the receipt of the last appraisal or received subsequent thereto but prior to the adoption of such resolution; PROVIDED, only the most recent proposal from any entity that has made two or more proposals need be so transmitted. Such other Cooperatives shall be given at

least sixty (60) days within which to submit competing or alternative proposals, and they shall be notified in such, transmittal of the actual final date for such submissions.

(3) If, after such date, the Board so resolves, it shall recommend and submit to the members (1) a proposal for such transaction or (2) a proposal to merge or consolidate the Cooperative with one or more other electric cooperatives, but it shall accompany the proposal with verbatim copies of all competing or alternative proposals it has received, together with all of the appraisals and any underlying data and information that may have accompanied such appraisals. The Board shall submit such recommendation and information to the members not less than sixty (60) days before calling and noticing a special meeting of the members thereon or, if such be the case, the next annual member meeting, stating in detail each of any such proposals. The meeting shall be held not less nor more than twenty-five (25) days after the giving of notice thereof.

(4) Any three hundred (300) or more members of the Cooperative may, over their respective signatures and within not less than thirty (30) days prior to the date of such member meeting, petition the Cooperative to mail to all of the Cooperative's members any statement of opposition to the Board's recommendation and/or of their own recommendation that a competing or alternative proposal, which may be a proposition to merge or electric cooperatives, be accepted and approved by the members at such meeting, in which event the Board shall cause a printed copy of the petition, including the printing of the names of the member signatories thereof, together with a printed copy of the statement, to be transmitted to all of the cooperative's members via the United States mail not less than twenty-five (25) days prior to such member meeting, with the cost of such printing and mailing to be borne by the Cooperative. If so mailed, such petition and statement shall constitute sufficient notice of any such recommended competing or alternative proposal for the same to be considered and acted upon at such meeting, but not until if and after the proposal recommended by the Board shall have first been considered and rejected by vote of the members.

(c) No offer of such a transaction, whether made to or by the Board, shall be valid or, if made and accepted, enforceable unless the total consideration to be paid or otherwise furnished therefor, to the extent that the same is in excess of the amounts necessary to discharge or to provide for the discharge of all of the Cooperative's debts, obligations and liabilities, shall be distributed to or, if such be the case, allocated and assigned to the patrons or former patrons of the Cooperative in the manner provided for in the Articles of Incorporation, Bylaws or applicable law.

(d) Neither subsection (a) nor (b) of this Section 11.01 shall apply to a Board-recommended legal merger or consolidation of the Cooperative with one or more other electric cooperatives, or to a sale, exchange or transfer if such is in the nature of a forced sale for the reason that the purchaser possesses and otherwise would exercise a legal right to acquire, damage, relocate, remove or destroy such property and assets by condemnation or otherwise without the Cooperative's consent. Subsection (b) shall not apply to a Board-recommended transaction if the substantive, although not technically legal, effect thereof is to merge or consolidate the Cooperative with one or more other electric cooperatives.

SECTION 11.02. Distribution of Surplus Assets on Dissolution. Upon the Cooperative's dissolution, any assets remaining after all debts, liabilities and obligations of the Cooperative has been satisfied and discharged, or provisions made therefor, shall, to the extent practicable as determined by the Board, not inconsistently with the provisions of S.C. Code Ann. Sections 33-49-1030 through 33-49-1070 and of the third paragraph of Section 9.02 of these Bylaws, be distributed without priority but on a patronage basis among all persons who are or have been members of the Cooperative at any time during the seven (7) years next preceding the date of the filing of the certificate of dissolution; PROVIDED, HOWEVER, if too small to justify

the expense of making such distribution, the Board may, in lieu thereof, donate, or provide for the donation of, the surplus to one or more nonprofit 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 January of each year and end on the last day of the month of December following.

Article XIII RULES OF ORDER

Parliamentary procedure at all meetings of the Members, of the Board, of any committee provided for in these Bylaws and of any other committee of the members or Board 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. This Article shall be subordinate to any other provisions of these Bylaws pertaining to the votes required for action by members, Trustees or committees.

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, "Corporate Seal, South Carolina."

Article XV AMENDMENTS

SECTION 15.01. Power to Amend. The Cooperative's Bylaws may be adopted, amended or repealed ("changed") by the members; PROVIDED, either the Board or the members may declare the repeal of any bylaw provision if, as established by law, such is illegal or has become a legal nullity.

SECTION 15.02. Procedure for Amending. A bylaw may be changed only if the change or an accurate summary explanation thereof is noticed to the members and is sponsored by the Board or by at least three hundred (300) members who over their signatures, at least sixty (60) days prior to the date of the member meeting at which such change will be acted upon, file with the Cooperative a petition proposing such change and setting forth with particularity the wording thereof and the time that the change is to become effective; PROVIDED, if the Cooperative is presented with such a petition over the signatures of less than three hundred (300) members, and if the request sets forth with particularity the wording of the proposed change and the time that the change is to become effective, the Board may, but shall not be obligated to, waive the foregoing petition requirement and cause such proposed change to be noticed and acted upon; PROVIDED FURTHER, the Board shall not cause any proposed bylaw change to be noticed or acted upon, or permit any amendment to a proposed bylaw change to be acted upon, if it determines that such, if adopted, would be illegal or a legal nullity. No proposed bylaw change may be amended from the floor of the member meeting at which it is being considered.

SECTION 15.03. Filing Deadline Defined. For purposes of these bylaws, any requirement that certain acts occur sixty (60) days prior to the annual meeting date, sixty (60) days is defined as full calendar days, not including the day of the meeting. For example, if a sixty (60) day count is September 13, then the deadline is at the close of business the previous day, on September 12. If the sixty (60) day count is a Saturday, Sunday, or Holiday, then it would be the business day prior to that.

