



Because every
moment matters.

Meriwether Lewis Electric Cooperative
& Connect Member Handbook



**Meriwether
Lewis**

Table of Contents

Table of Contents	1
Welcome to Meriwether Lewis	2
MLEC Billing & Payment Options	3
Special Services	5
Energy Services	6
Home Energy Savings Tips	7
Indoor & Outdoor Electrical Safety	8
Generator Safety	9
Power Outages	10
MLConnect Broadband Services	11
MLConnect Billing & Payment Options	12
MLConnect Technical Support	13
MLConnect Broadband Outages	14
Rules & Regulations	15
By-Laws	20

Keep us posted

Please let Meriwether Lewis know any time you have a change in your address, phone number or email address.

Update your information by calling your local office or emailing **power@mllec.com**.

Follow us on social media



@MeriwetherLewisEC



@meriwetherlewisec



@MLECpower

Welcome to Meriwether Lewis

Every day, we work together to ensure safe, low-cost, reliable power and broadband that creates a brighter, more connected future for members.

Our Purpose. A brighter, more connected future for our members.

Our Vision. To serve our communities and deliver access to a better tomorrow.

Our Mission. To provide safe, low-cost, reliable power and broadband.



Because every moment matters.

MLEC Billing and Payment Options

Electric Billing Options

eBill Notifications Your statement will arrive quicker, giving you more time to pay and avoid a late fee!

Paper Statements Traditional mail delivery.

MyPowerMyWay Pay what you want, when you want with this prepay energy option. No deposit, late fees or monthly bill. It's like gas in your car. Buy in small increments like \$10, or put more in the tank to last longer. You'll get alerts when the "tank" (meter) gets low and it is time to add money to your account.

Electric Payment Options

24/7 Payment MLEC is here to serve 24/7/365 because we know your schedule doesn't always fit regular business hours.

- **MLECgo** Mobile App*
- mlec.com*
- Auto Draft
- Phone
- Kiosk
- Dropbox
- Mail (Include bill stub for proper crediting but **DO NOT MAIL CASH.** Mailed payments take longer to process.)

**Sign up to receive text or email alerts about your account, due date, payment confirmation, and more!*



MLEC Billing and Payments Options

In-Person Service MLEC has a fully staffed office in each county we serve. Office hours are Monday through Friday from 7:30 a.m. to 4:30 p.m.

Don't have the mobile app?

Scan the QR Code and download **MLECgo** to your mobile device!



For convenience and planning, your electric bill is due on the same date each month. If the bill is not paid by the cut-off date listed on your statement, service can be interrupted and a reconnect fee will be charged.



Special Services

The Tennessee Magazine is mailed each month, as a courtesy, to all residential members. It contains articles on everything from recipes to travel. The MLEC section is written especially for our members. (Digital version available on www.mlec.com.)



Project Help is a program designed to help our members experiencing temporary difficulty in paying their energy bills. It is funded by MLEC members who have a dollar added to their monthly bill or make a one-time contribution. Sign up to give through your local MLEC.

Security light installation & maintenance is covered for a small monthly fee on your electric bill. They increase home safety and extend your time outdoors past sundown.

School programs provide local students engagement and opportunities. MLEC sponsors programs such as the Washington D.C. Youth Tour Short Story and Scholarship Contest, Louie the Lightning Bug safety presentations, Adopt-A-School Grants, 4-H Camp sponsorships and tuition grants, and an annual poster contest. We also help broadcast local high school sports and more.



Community involvement is important to MLEC. We work with local chambers of commerce and other organizations to build strong communities. We also offer rural economic and community development loans. *(This institution is an equal opportunity provider and employer.)*

Consider yourself environmentally friendly and looking for a way to be involved? Sign-up for **Green Switch** and add a small fee to your electric bill each month to add green power, produced by renewable resources, to the TVA power mix. Make a difference, turn on the switch!

Energy Services

Think of your house as a system where each component impacts the final product. Doors, windows, heating and cooling equipment, insulation, etc. all matter. When you upgrade them, energy efficiency improves, and your electric bill is more manageable.

As your energy partner, MLEC is here to help with resources, rebates, and proven guidance on ways to make your home its most energy efficient. Take advantage of some of the programs available at MLEC and through our partnership with Tennessee Valley Authority.

- **Heat Pumps** - Financing, rebates, and quality assurance evaluations available.*
- **Home Insulation** - MLEC offers a \$500 rebate when you increase attic insulation levels to specified standards. Additional monies might be available through TVA*
- **Energy Audits and Evaluations** - Online, in-person, and DIY audits help uncover where your energy dollars are going and provide advice to help save on energy bills.
- **Quality Assurance Check** - Got a new heat pump, ductwork, insulation, or windows? Meriwether Lewis offers free installation evaluations (once project is completed) to ensure the project meets your energy expectations.
- **New Homes** - Building? Contact us for energy advice. Decisions made now mean lower (or higher) energy bills later.
- **More REBATES** - Depending on equipment and installation, rebates are also available from TVA on ductwork, air sealing, doors, windows and more!*



**With the exception of DIY insulation, all work must be completed by a member of TVA's Quality Contractor Network. Other restrictions may apply.*

FREE Technical Assistance for non-residential members is offered by MLEC. Wiring designs, power factor recommendations, heating and air conditioning, lighting, energy audits and more are available.

Have energy questions? Meriwether Lewis is here to help! Check out **"Ways To Save With Wagner"** in *The Tennessee Magazine*, or reach out with your questions.

Home Energy Savings Tips

HEATING AND COOLING:

- If you're gone for an extended period and have a central system, adjust the thermostat down in winter and up in summer. One degree makes a difference in the amount of your monthly energy bill. You might even look at purchasing a programmable thermostat to help!
- Keep air conditioner filters clean. It's good to change them out once a month. Dirty filters make heating/cooling systems work harder, which means you pay more in energy costs.
- Keep all outside doors and windows closed when the air/heat is on. (Ask your kids to read this one aloud several times.)

WATER HEATING AND LAUNDRY

- Be sure you have an energy-efficient electric water heater. If you need a new one, MLEC is a great source of information on the best models.
- Add an insulated blanket to your water heater. Insulating pipes up to 6 feet on both sides, going into and out of the tank and sealing holes around them can add up to savings as well.
- Your dishwasher releases the same amount of water whether it is full or not, so run it only when full. This two-for-one tip saves water and energy.
- Wash and rinse full loads of clothes in the coolest water possible to save on water heating costs. Also, stop the dryer as soon as clothes are dry. Over-drying wastes energy and sets in wrinkles. Who needs that?



OTHER TIPS

- Turn off lights, TVs, game systems, computers, and radios if not in use. Little things can make a big difference. Power strips with an "on/off" switch can help.
- Use LED bulbs to save big on lighting costs.
- Use the microwave when possible. It's faster and uses less energy.

Indoor & Outdoor Electrical Safety

OUTDOOR SAFETY

- **Downed Power Line:** Always assume that the line is energized. Touching it could be fatal. Report the downed line to MLEC.
- **Before You Dig:** Be aware of underground utilities before excavating, grading, boring, blasting, or demolition. Call MLEC before you start.
- **Shock:** Never touch someone who is being shocked. You could be shocked or killed, instead call for help.
- **Map It Out:** Locate overhead power lines, and map out ways to avoid them when moving equipment and using ladders.
- **Do Not Touch:** Besides being illegal, tampering with an electric meter is dangerous. It can electrocute you.
- **Auto Accidents:** When power lines are involved, it is best to stay inside the vehicle and wait for help. You can't tell by looking at a power line if it is energized, so stepping outside the vehicle can lead to tragic results.



INDOOR SAFETY

- Check to see that lamp cords and extension cords aren't cracked, frayed or covered by rugs or furniture.
- Check light bulbs to determine that the wattage is appropriate for lighting fixtures.
- Electrical appliances should be kept away from damp and hot surfaces and have appropriate air circulation.
- Dim or flickering lights, arcs or sparks, sizzling or buzzing sounds from your electrical systems, hot switch plates and loose plugs are signs of potential wiring hazards and should be checked by a qualified electrician.



Generator Safety

How can electrocution occur? If a portable electric generator is connected to your home's wiring, the energy it generates can flow back into MLEC's power lines and cause serious injury or death to line workers or others who come in contact with the lines. Even a line that has been knocked down and is verified by MLEC as "de-energized" could re-energize without warning.

How can it be prevented? You must have a qualified, licensed electrician install a transfer switch (see illustration) between the generator and utility power in compliance with state and local electrical codes. Also, let MLEC know if you have a generator, as this information can be used for line worker safety.

Why does it have to be inspected? It's the law. Tennessee law requires a state wiring inspector to approve any additions or changes to the wiring in your home. Installing a home transfer switch falls into that category.

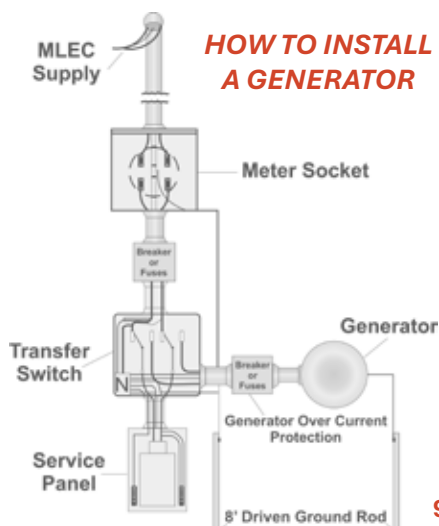
What about carbon monoxide? Never use a generator indoors - even with ventilation. This includes your home, basement, garage, crawl space and other enclosed or partially enclosed spaces. Opening doors and windows, or using fans, will not prevent carbon monoxide build-up in the home.

Electrical hazards? Follow the manufacturer's instructions for safe operation and maintenance. Keep the generator dry and do not use in rain or wet conditions. Make sure your hands are dry before touching the generator. Plug appliances directly into the generator, and make sure it is properly grounded.

Never try to power the house wiring by plugging the generator into a wall outlet. This is an extremely dangerous practice that presents an electrocution risk to utility workers and neighbors served by the same utility transformer. It also bypasses some of the built-in household circuit protection devices.

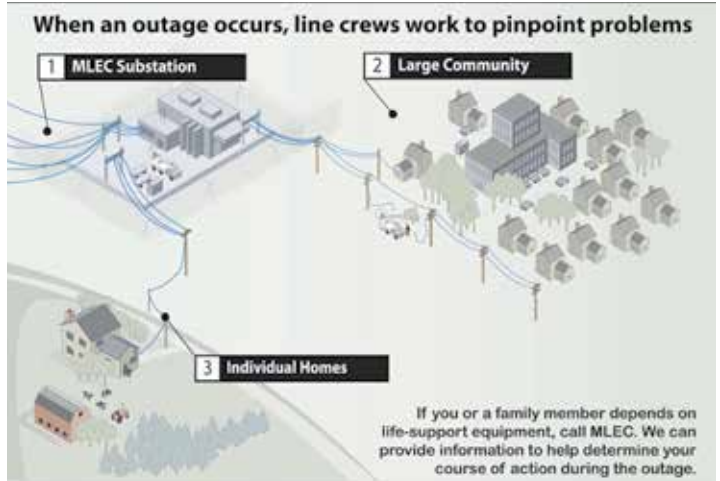
Do not overload the generator. A portable generator should only be used when necessary and only to power essential equipment or appliances.

Any fire hazards? Never store generator fuel in the home. Gasoline and other flammable liquids should be stored outside of living areas in properly labeled, non-glass safety containers. Before fueling the generator, turn it off and let it cool down. Gasoline spilled on hot engine parts could ignite.



Power Outages

Providing electricity is MLEC's core business. We take pride in our system and continually upgrade and improve equipment to ensure safe, reliable power. However, circumstances beyond our control (such as ice, snow and thunderstorms) can cause power outages.



When you report an outage, MLEC uses the information to pinpoint the problem area, estimate how many people are affected and determine possible causes. Then, linemen are quickly dispatched and jump into restoration mode. Often, they are on the road as other outage calls are received. It is important to understand that this means the first person to report an outage is not always the first person to have power restored. If we went to specific homes first, we could miss isolated damages, possibly lengthening outage time for the initial caller and everyone else as well.

The priority of power outage restoration is to get the greatest number of people back on as quickly and safely as possible. Therefore, MLEC follows a repair plan that many utilities execute. Allowances sometimes have to be made; however, the standard plan is as follows:

1. The main distribution line from the substation must be fixed before anyone can have power. This is our first step because it goes directly to the main power source. If a problem is detected and corrected there, power can be restored to thousands of people at one time.
2. Next, we work out from the substation, correcting problems as we go. Crews fix the lines that bring power to the greatest number of people in a community.
3. After larger groups of members have had power restored, crews fix service lines to individual homes.

MLConnect Broadband Services

Home
Broadband
starting at
\$49.95



“We use it for our laptops, tv and phones. It’s hard to find folks that put in that extra effort in their job. It’s nice having good, reliable internet.”

— Gary Jacobs, Hickman County Subscriber

Business
Broadband
starting at
\$59.95

*Visit **mlec.com/mlconnect/** to learn more!*



 @MeriwetherLewisEC

 @meriwetherlewisec

 @MLECpower

✉ customer care@mlconnect.com | 🌐 mlec.com/mlconnect/

MLConnect Billing & Payment Options

MLConnect Billing Options

eBill Notifications Your statement will arrive quicker, giving you more time to pay and avoid a late fee!


Paper Statements Traditional mail delivery.

MLConnect Payment Options

- **Online*** at <https://mlec.com/mlconnect/>
- **Phone** (MLEC and MLConnect services are billed separately with different account numbers; so separate payments are needed. Call MLEC, and choose OPTION 3 for MLConnect, then OPTION 2 to pay.)
- **Auto Draft**
- **Kiosk**
- **Dropbox**
- **Mail** (Include bill stub for proper crediting but **DO NOT MAIL CASH**. Mailed payments take longer to process.)

**Sign up to receive text or email alerts about your account, due date, payment confirmation, and more!*

In-Person Service MLEC has a fully staffed office in each county we serve. Office hours are Monday through Friday from 7:30 a.m. to 4:30 p.m.

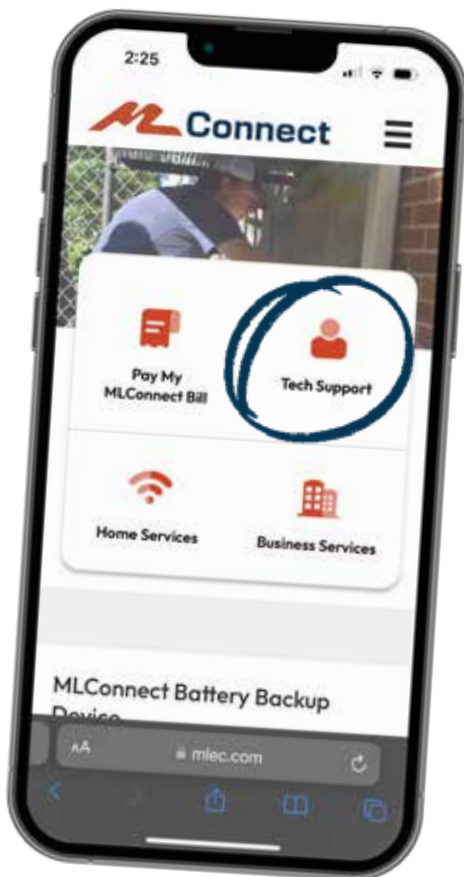
MLConnect does not have a payment app, but you can create a shortcut to pay with ease. Go to mybroadbandaccount.com/mlconnect/ on your mobile device, select the forward icon  and select "Add to Home Screen."



MLConnect Technical Support

*Our team
is available
to help
24/7,
online or
by phone!*

*You can also call
your local MLEC
office and listen
for MLConnect
prompts.*



*Click on the **Tech Support** tab at
<https://mlec.com/mlconnect/> to fill out
a MLConnect Service Ticket.*



MLConnect Broadband Outages

Whether it is a storm, an accident, or other issue that creates a large-scale internet outage, MLConnect will actively work to get everyone back online as quickly and safely as possible.

Communicating to our member-subscribers about when their service will return during these times can be challenging because unlike with power, a set time is not always going to be available.



For safety, power restoration must occur first. Our broadband crews will then assess the damage and prepare to move quickly once it is safe to do so.

As with power, MLConnect follows an industry proved repair plan for restoring broadband to the largest number of subscribers at one time:

- **First**, restoration work begins at the network HUB.
- **Next**, priority is given to mainline fiber repairs.
- **Third**, individual service drops and interruptions are addressed.

Depending on the damage, storm repairs can take a few days or longer. Also, some areas can't be reached after a storm due to flooding or blocked roads, so we have to wait until we can access the area.

If power has returned but your internet is still not working:

- **Unplug** the power cord for a few minutes before plugging it back in.
- **Check** to make sure all cords are firmly in place.

► **NOTE:** If service has not returned in 24 hours, contact your local office or create a service ticket in the **Tech Support** tab at www.mlec.com/mlconnect/contact-us/

Schedule of Rules & Regulations

1. **Application for Service**

Each prospective Member desiring electric service shall be required to sign Cooperative's standard form of application for service or contract before service is supplied by the Cooperative. (Policy Bulletin 4.15)

2. **Deposit**

A deposit or suitable guarantee approximately equal to twice the highest monthly bill may be required of any Member before electric service is supplied. For residential class customers, a credit rating from a previous electric utility acknowledging good credit may be considered in lieu of a security deposit. Upon termination of service, deposit may be applied by Cooperative against unpaid bills of Member, and if any balance remains after such application is made, said balance shall be refunded to Member. (PB 4.15 & Operating Bulletin 8.25)

3. **Point of Delivery**

The point of delivery is the point, as designated by the Cooperative, on Member's premises where electricity is to be delivered to building or premises. All wiring and equipment beyond this point of delivery shall be provided and maintained by Member at no expense to Cooperative. (PB 4.15)

4. **Customer's Wiring – Standards**

All wiring of Member must conform to State Electrical and Cooperative requirements and accepted modern standards, as specified in the current edition of the National Electric Code. (OB 8.2)

5. **Inspections**

Cooperative shall have the right, but shall not be obligated, to inspect any installation before electricity is introduced or at any later time, and shall reserve the right to reject any wiring or appliances not in accordance with Cooperative's standards; but such inspection or failure to inspect or reject shall not render Cooperative liable or responsible for any loss or damage resulting from defects in the installation, wiring, or appliances, or from violations of Cooperative's rules or from accidents which may occur upon Member's premises. (OB 8.2)

6. **Member's Responsibility for Cooperative's Property**

All service connections and other equipment furnished by Cooperative

shall be, and remain, the property of Cooperative. Member shall provide a space for and exercise proper care to protect the property of Cooperative on its premises, and in the event of loss or damage to Cooperative's property arising from neglect of Member to care for same, the cost of the necessary repairs or replacements shall be paid by Member. (PB 4.15)

7. Right of Access

Cooperative's identified employees and authorized representatives shall have access to Member's premises at all reasonable times for the purpose of reading meters, testing, repairing, removing, or exchanging any or all equipment belonging to Cooperative. Cooperative also has the right to maintain the Right of Way for all cooperative equipment. (PB 4.15)

8. Billing

Bills will be rendered monthly and shall be paid at the office of Cooperative or at other locations designated by Cooperative. Failure to receive bill will not release Member from payment obligation. When bills are not paid by due date specified on the bill, the Cooperative may, after following current Cooperative policies, disconnect service. Bills paid after due date specified on bill may be subject to additional charges. Should the due date of the bill fall on a day that the Cooperative office is closed (ex. weekend, holiday, Cooperative training day, etc.) the business day next following the due date will be held as a day of grace for delivery of payment. (PB 4.1)

9. Discontinuance of Service by Cooperative

Cooperative may refuse to connect or may discontinue service for violation of any of its Rules and Regulations, for violation of any of the provisions of the Schedule of Rates and Charges or of the application of Member, or for violation of the contract with Member. Cooperative may discontinue service to Member for the theft of current or the appearance of current theft devices on the premises of Member. The discontinuance of service by Cooperative for any causes as stated in this rule does not release Member from his obligation to Cooperative for the payment of minimum bills as specified in application of Member or contract with Member. (PB 4.4, OB 8.3 & 8.8)

10. Connection, Reconnection, Disconnection Charges

Cooperative may establish and collect standard charges to cover the reasonable average cost, including administration, of connecting or reconnecting service or disconnecting service as provided above. Higher charges may be established and collected when connections and reconnections are performed after normal office hours, or when special circumstances warrant. (OB 8.25)

11. Termination of Contract by Member

Members who have fulfilled their contract terms & wish to discontinue service must give written notice per the contract to that effect, unless contract specifies otherwise. Notice to discontinue service prior to expiration of contract term will not relieve Member from any minimum or guaranteed payment under any contract or rate.

12. Service Charges for Temporary Service

Members requiring electric service on a temporary basis shall be required by Cooperative to pay all costs for connection and disconnection incidental to the supplying and removing of temporary service. Charges for temporary service that will result in permanent service, will be added to the cost of providing permanent service. This rule applies to circuses, carnivals, fairs, temporary construction, and the like. (PB 4.15)

13. Interruption of Service

Cooperative will use reasonable diligence in supplying current, but shall not be liable for breach of contract in the event of loss, injury, or damage to persons or property resulting from interruptions in service, excessive or inadequate voltage, single-phasing, or otherwise unsatisfactory service.

14. Shortage of Electricity

In the event of an emergency or other condition causing a shortage in the amount of electricity for Cooperative to meet the demand on its system, Cooperative may, by an allocation method deemed equitable by Cooperative, fix the amount of electricity to be made available for use by Member and/or may otherwise restrict the time during which Member may make use of electricity and the uses which Member may make of electricity. If such actions become necessary, Member may request a variance because of unusual circumstances including matters adversely affecting the public health, safety and welfare. If Member fails to comply with such allocation or restriction, Cooperative may take such remedial actions as it deems appropriate under the circumstances including temporarily disconnecting electric service and charging additional amounts because of the excess electricity. The provisions of the section entitled Interruption of Service of this Schedule of Rules and Regulations are applicable to any such allocation or restriction.

15. Voltage Fluctuations Caused By Member

Electric service must not be used in such a manner as to cause unusual fluctuations or disturbances to Cooperative's system. Cooperative

may require Member, at his own expense, to install suitable apparatus which will reasonably limit such fluctuations.

16. Additional Load

The service connection, transformers, meters, and equipment supplied by Cooperative for each Member have definite capacity, and no addition to the equipment or load connected thereto will be allowed except by consent of Cooperative. Failure to give notice of additions or changes in load, and to obtain Cooperative's consent for same, shall render Member liable for any damage to any of Cooperative's lines or equipment caused by the additional or changed installation.

17. Standby & Resale Service

All purchased electric service (other than emergency or standby service) used on the premises of Member shall be supplied exclusively by Cooperative, and Member shall not, directly or indirectly, sell, sublet, assign, or otherwise dispose of the electric service or any part thereof. (Membership Application)

18. Notice of Trouble

Member shall notify Cooperative immediately should their service become unsatisfactory for any reason, or should there be any defects, trouble, or accidents affecting the supply of electricity. Such notices, if verbal, should be confirmed in writing.

19. Non-Standard Service

Member shall pay the cost of any special installation necessary to meet his peculiar requirements for service at other than standard voltage regulation than required by standard practice.

20. Meter Tests

Cooperative will, at its own expense, make periodical tests and inspections of its meters in order to maintain a high standard of accuracy. Cooperative will make additional tests or inspections of its meters at the request of Member. If tests, made at Members request show that the meter is accurate within two percent (2%), slow or fast, no adjustment will be made in Members bill, and Cooperative's standard testing charge shall be paid by member. If testing shows meter to be in excess of two percent (2%) fast or slow, an adjustment shall be made in Member's bill over a period of not over thirty (30) days prior to date of such test, and cost of making test shall be borne by Cooperative. (PB 4.13)

21. Relocations of Outdoor Lighting Facilities

Cooperative shall, at the request of Member, relocate or change existing Cooperative owned equipment if Cooperative deems

such relocation is reasonably possible. Member shall reimburse Cooperative for such changes at actual cost including appropriate overheads.

22. Billing Adjusted to Standard Periods

The basic service charge for set forth in the rate schedules are based on billing periods of approximately one month. In the case of the first billing of new accounts (temporary service, cotton gins, grain bins, and other seasonal customer excepted) and final billings of all accounts (temporary service excepted) where the period covered by the billing involves fractions of a month, basic service charge will be adjusted to a basis proportionate with the period of time during which service is extended.

23. Scope

This Schedule of Rules and Regulations is a part of all contracts for receiving electric service from Cooperative, and applies to all services received from Cooperative, whether the service is based upon contract, agreement, signed application, or otherwise. A copy of this schedule, together with a copy of Cooperative's Schedule of Rates and Charges, shall be kept open to inspection at the offices of Cooperative. (PB 4.17)

24. Revisions

These Rules and Regulations may be revised, amended, supplemented, or otherwise changed from time to time, without notice. Such changes, when effective, shall have the same force as the present Rules and Regulations.

25. Conflict

In case of conflict between any provision of any rate schedule and the Schedule of Rules and Regulations, the rate schedule shall apply.

By-Laws of Meriwether Lewis Electric Cooperative *Centerville, TN*

TABLE OF CONTENTS

	Page
Article I Name & Enabling Law	21
Article II Business Purpose – Territorial Service Area & Districts	21
Article III Membership	21
Article IV Membership Suspension & Termination	23
Article V Meetings of Members	24
Article VI Directors	26
Article VII Meeting of Directors	29
Article VIII Officers, Agents & Employees	30
Article IX Contracts, Checks & Deposits	32
Article X Non-Profit Operation	32
Article XI Waiver of Notice	34
Article XII Deposition of Property	34
Article XIII Fiscal Year	34
Article XIV Rules of Order	34
Article XV Seal	34
Article XVI Amendments	34
Statement of Nondiscrimination	36

By-Laws of Meriwether Lewis Electric Cooperative Centerville, TN

ARTICLE I

NAME & ENABLING LAW

Section 1. Name and Incorporation. The corporation is known by the name and style of Meriwether Lewis Electric Cooperative (hereinafter the “Cooperative”) as provided in its Charter filed on April 13, 1939 with the Secretary of State of the State of Tennessee and of record in Corporate Record Book Volume Miscellaneous V, page 36.

Section 2. Enabling Law. The Cooperative was originally incorporated under the Electric Cooperative Act of 1939. That law was superseded by the Rural Electric and Community Services Cooperative Act of 1988 (hereinafter the “Act”).

ARTICLE II

BUSINESS PURPOSE, TERRITORIAL SERVICE AREA & DISTRICTS

Section 1. Purposes. The Cooperative is organized and exists for the purpose of providing electricity and other community utility services to the members as authorized by the Act.

Section 2. Territorial Service Area. The service area of the Cooperative consists of that geographical territory constituting the Counties of Houston, Humphreys, Perry, Hickman and Lewis in the State of Tennessee and such additional adjoining areas to which service shall be extended from time-to-time.

Section 3. Districts Established. The service area of the Cooperative is divided into five (5) major sections, to be known as Districts as follows:

- (a) District I: Hickman County
- (b) District II: Lewis County
- (c) District III: Perry County
- (d) District IV: Humphreys County
- (e) District V: Houston County

Any territory outside any one of such counties, but to which service is nevertheless rendered, shall be considered a part of the District, to which it is otherwise most contiguous.

ARTICLE III

MEMBERSHIP

Section 1. Eligibility. Any natural person, any firm, association or corporation, another cooperative, business or personal trust, estate, partnership, a federal, state or local government or body politic, or a department, agency, or subdivision thereof, is eligible to become a member, but no member shall hold more than one membership at any time.

Section 2. Conditions of Membership and Applications. As a condition of membership

a member agrees to purchase electric power and energy from the Cooperative and to be bound by and comply with the Articles of Incorporation, Bylaws, and all Rules, Regulations, Rate Classifications and Rate schedules established pursuant thereto, as the same may exist at the time of acceptance into membership or as adopted or amended from time to time. An application shall be made in writing on the form prescribed accompanied by such supplemental contract executed by the applicant and the prescribed membership fee, service and security fees or deposit, facilities extension deposit, or contribution in aid of construction as may be required.

Section 3. Membership Fees and Deposits. Contributions in Aid of Construction.

A membership fee and service, security and facility extension fees or deposits and contributions in aid of construction may be established from time to time. Payment of such membership fees and applicable fees or deposits or contributions in aid of construction, or any combination thereof, shall entitle a member to one service connection. Applicable fees or deposits and contributions in aid of construction shall be paid by a member for each additional service connection requested.

Section 4. Joint Spousal Membership. A husband and wife by specific request in writing may hold a joint membership or, if already members, may convert their membership into a joint membership. Such joint membership shall constitute but one membership, with one vote. While such membership is outstanding neither spouse shall thereafter be permitted to obtain additional service connections except through such joint membership.

Section 5. Acceptance into Membership. Upon complying with the requirements of membership an applicant shall become a member on the date of acceptance by the Board of Directors.

Section 6. Purchase of Electric Power and Energy. The Cooperative shall use reasonable diligence to furnish the members with adequate and dependable electric service, but without guarantee of a continuous or uninterrupted supply thereof. For so long as the premises of a member are owned, directly occupied or used by the member, all central station electric power and energy purchased for use on such premises shall be from the Cooperative, except to the extent that the Board of Directors may waive such requirement. A member shall pay for the same at the time and in accordance with the Rules, Regulations, Rate Classification and Rate Schedules (including any minimum amount that may be charged without regard to the amount of electric power and energy actually used) as established by the Board of Directors and in accordance with the provisions of any supplemental contract entered into by the member with the Cooperative. A member shall also pay all other amounts owed to the Cooperative when due and payable. If a member has more than one service connection any payment for services shall be deemed to be allocated and credited on a pro-rata basis to all outstanding accounts for all such service connections notwithstanding that actual accounting procedures do not reflect such allocation and proration.

Section 7. Conditions of Service. Responsibility and Indemnification. The premises of a member receiving electric service shall be wired in accordance with specifications of applicable state and local government codes and ordinances and the Rules and Regulations of the Cooperative. The more exacting standards in any case shall prevail. A member shall indemnify the Cooperative and its employees, agents and contractors against death, injury, loss or damage resulting from any defect in or improper use or maintenance of the member's premises or the wiring or any apparatus thereon. A member shall make avail-

able to the Cooperative a suitable site, as determined by the Cooperative, for the furnishing and metering of electric service and shall at all reasonable times permit the authorized employees, agents and contractors of the Cooperative to have safe access thereto for meter reading, bill collecting, inspection, maintenance, replacement, relocation, repair or disconnection of Cooperative facilities. A member shall not interfere with, impair the operations of or cause damage to the Cooperative facilities and shall use best efforts to prevent others from so doing. A member shall provide protective devices, apparatuses or meter bases as the Cooperative shall require and shall prevent any interference with or damage to such facilities. In the event such facilities are interfered with, impaired or damaged by a member or by any other person when the reasonable care and surveillance by the member should have prevented it, the member shall indemnify the Cooperative and its employees, agents and contractors against death, injury, loss or damage resulting therefrom, including, but not limited to, the cost of repairing, replacing or relocating any such facilities and the loss, if any, of revenues resulting from the failure or defective functioning of metering equipment. In no event shall the responsibility of Cooperative extend beyond the point of delivery of electric energy to a member.

Section 8. Easements. A member, by applying for and obtaining membership in the Cooperative, agrees to and grants to the Cooperative as a condition of membership an easement of right of way over, on and under all lands owned, leased or mortgaged by the member on such reasonable terms and conditions as the Cooperative shall require for furnishing of electric service to the member or to any other members and for the construction, operation, maintenance and relocation of electric facilities. A member shall execute and deliver to the Cooperative such specific written grants of easement as may be required by the Cooperative.

Section 9. Energy Management Programs. A member shall participate in and comply with related Rules and Regulations as may be established by the Cooperative in programs to enhance load management so as to more efficiently utilize or conserve electric energy or to conduct load research.

ARTICLE IV MEMBERSHIP SUSPENSION & TERMINATION

Section 1. Suspension and Reinstatement. Upon failure to pay any amounts due the Cooperative or any other noncompliance with membership obligations, a member shall automatically be suspended from membership and shall not during such suspension be entitled to receive electric service from the Cooperative or to cast a vote at any meeting of members. Payment of all amounts due the Cooperative, including any additional charges required for reinstatement, and cessation of any other noncompliance with a member's obligations within a final time limit provided in any notice shall automatically reinstate a member to good standing.

Section 2. Expulsion. Failure of a suspended member to be automatically reinstated to membership shall, without further notice, permit the Board of Directors to expel such member. A member shall be entitled to a hearing on such expulsion in the manner prescribed by the Board of Directors, but only if requested in writing prior to the action of expulsion. An expelled member may not again become a member except upon submission of a new application which is duly approved.

Section 3. Withdrawal or Resignation. A member may withdraw from membership upon such conditions as the Board of Directors shall prescribe or upon ceasing to own

(continued on next page)

or directly occupy or use all premises being furnished electric service to the member or upon totally and permanently abandoning the use of central station electric service on all premises of the member.

Section 4. Death or Cessation of Existence. The death of a member who is a natural person or the cessation of legal existence of any member not a natural person shall automatically terminate membership.

Section 5. Effect of Termination. Upon termination of membership by withdrawal, resignation, death or cessation of existence, a member or legal representative shall be entitled to refund of the membership fee and security deposit, if any, previously paid the Cooperative, less any amount due the Cooperative. Suspension or expulsion from membership shall not constitute a release of the obligation of the suspended or expelled member to purchase all central station electric power and energy for use at the premises of that member and the Cooperative shall forthwith discontinue service.

Section 6. Death, Legal Separation or Divorce of Joint Members. The death of either spouse to a joint membership shall not terminate the membership, but it shall continue to be held by the survivor, but the estate of the deceased spouse shall not be thereby released from any debts then due and owing to the Cooperative. A legal separation or divorce of the spouses to a joint membership shall not terminate the membership, but it shall continue to be held solely by the one thereof who, continues to directly occupy or use the premises served by such membership unless more than one premises are served and in which event a new membership shall be required. But in no event shall either spouse be released from any debts then due the Cooperative.

Section 7. Retroactive Membership Admittance. Upon discovery that electric service is being furnished to any person other than a member, such service shall cease unless, the recipient applies for and the Board of Directors in its discretion approves a membership of such person retroactive to the date on which such person first began receiving such service. To the extent practical membership records shall be corrected accordingly.

ARTICLE V MEETINGS OF MEMBERS

Section 1. Annual Meeting. An annual meeting of the members shall be held during the month of October in each year on such date and at such place and time in one of the counties of the territorial service area of the Cooperative on a rotating basis as the Board of Directors shall determine. Failure to hold an annual meeting at a designated time and place shall not, however, work a forfeiture or dissolution.

Section 2. Special Meetings. A special meeting of the members may be called by not less than six (6) Directors or by a petition signed by not less than ten percent (10%) of the members. Such a meeting shall be held on such date and at such place and time in one of the counties of the territorial service area of the Cooperative as shall be designated by the Board of Directors.

Section 3. Notice of Member Meetings. Written or printed notice of the place, date and hour of a meeting of the members and, in the case of a special meeting or of an annual meeting at which business requiring special notice is to be transacted, then also the purpose of the meeting, shall be given to the membership by the Secretary in

any reasonable manner to disseminate such information and which may be by notice incorporated with member service billings or as an integral part of a monthly newsletter or magazine. No proposal which requires the affirmative votes of at least a majority of all of the members of the Cooperative shall be acted upon at any meeting of the members unless notice of such proposal shall have been contained in the notice of the meeting. Notice shall be deemed to be delivered when deposited in, the United States mail addressed to a member at the address as it appears in the records of the Cooperative. Notice shall be given, as follows:

- (a) By not less than ninety (90) days nor more than one hundred twenty (120) days prior to the date, of a meeting of the members at which a dissolution or a sale or lease of all or any substantial portion of the assets and the properties devoted to furnishing electric service is to be considered.
- (b) By not less than forty-five (45) days nor more than ninety (90) days prior to the date of a meeting of the members at which a merger or consolidation is scheduled to be considered.
- (c) By not less than five (5) days nor more than forty-five (45) days prior to the date of any other meeting.

An incidental and non-intended failure of any member to receive notice shall not invalidate any action which may be taken at any meeting. The attendance in person of a member at any meeting shall constitute a waiver of notice of such meeting unless such attendance shall be for the expressed purpose of objecting to the transaction of any business on the ground that the meeting shall not have been lawfully called or convened. Any member attending any meeting for the purpose of making such objection shall notify the Secretary of the objection prior to or at the beginning of the meeting.

Section 4. Quorum. Except as hereinafter provided, a quorum for the transaction of business at meetings of the members shall be one hundred (100) members. Except as hereinafter provided, once a quorum is established the meeting may proceed to transact all business that may lawfully come before it so long as at least fifty-one (51) members remain present. In the case of a meeting of the members at which a dissolution of the Cooperative or a sale or lease of all or any substantial portion of the assets used in furnishing electric service is scheduled to be considered, the quorum, requirement shall be and shall remain, throughout the meeting of ten percent (10%) of all members. If less than a quorum is present to enable a meeting to begin transacting business, or if a quorum ceases to exist, a majority of those present may adjourn the meeting from time to time without further notice.

Section 5. Voting. A member not under suspension 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 people shall be allowed upon the presentation prior to or upon registration at the meeting of satisfactory evidence entitling the person presenting such credentials to cast the vote. Any questions of the authority of such representative shall be referred to the General Counsel of the Cooperative for resolution and whose decision may be appealed to the Board of Directors whose decision shall be final. However, no member may cast more than one ballot upon any question and may not cast his, or her ballot as an individual natural member and also cast a ballot as a representative of any other member. At all meetings of the members all questions shall be decided by a majority of the members voting thereon, except as is otherwise provided by law by the Charter of Incorporation or by these Bylaws. Members may not cumulate their votes or vote by proxy or by mail.

Section 6. Order of Business. The order of business at the annual meeting of the

(continued on next page)

members and, insofar as practical, at all other meetings of members, shall be essentially as follows:

- (a) Report on the number of members present in person to determine the existence of a quorum.
- (b) Reading of the notice of the meeting and proof of the due giving thereof, or waivers of notice, as the case may be.
- (c) Action on unapproved minutes of any previous meeting.
- (d) Presentation and consideration of reports of officers, directors and committees.
- (e) Unfinished business.
- (f) New business.
- (g) Adjournment.

No business, other than adjournment of the meeting to another time and place, may be transacted until and unless there is a quorum established and maintained.

ARTICLE VI DIRECTORS

Section 1. General. The business affairs of the Cooperative shall be managed under the direction of the Board of Directors. They shall be known collectively as the “Board of Directors” and individually as a “Director.” They shall exercise all of the powers of the Cooperative except such as are by law, by the Articles of Incorporation or these Bylaws reserved to the members.

Section 2. Qualifications. A Director shall have the following qualifications:

- (a) Be a natural person at least eighteen (18) years of age and a member in good standing receiving residential electric service from the Cooperative.
- (b) Not be an employee nor a spouse of an employee of the Cooperative (or its subsidiaries) nor a child, grandchild, parent, grandparent, brother, sister, aunt, uncle, niece or nephew of an employee of the Cooperative (or its subsidiaries) related by blood, adoption or marriage. This prohibition shall not apply to a Director in office on January 1, 2005.
- (c) Not be a former employee nor the spouse of a former employee of the Cooperative (or its subsidiaries) unless at least two (2) years shall have elapsed since termination of such employment.
- (d) Be continuously a resident of the District from which elected.
- (e) Be a high school graduate or hold a GED certificate.
- (f) Never have been convicted of a felony.
- (g) Prior to re-election has received certification of completion of the Credentialed Cooperative Director Curriculum offered by the National Rural Electric Cooperative Association or such similar cooperative director education and training program approved from time to time by the Board of Directors.

Section 3. Number Term. Directors are apportioned to and elected from five (5) Districts of the territorial service area of the Cooperative as follows:

- (a) District I – Three (3) Directors
- (b) District II – Two (2) Directors
- (c) District III – Two (2) Directors
- (d) District IV – Four (4) Directors
- (e) District V – Two (2) Directors

Section 4. District Meetings.

- (a) As the terms of Directors in the Districts shall be expiring, the Board of Directors shall call on dates in October of each year prior to the annual membership meeting separate election meetings of the members of each District at a suitable place in each District for the purpose of electing Directors to represent the members of each District. The District election meeting may be held on the same day and at the same place immediately preceding the annual meeting when the annual meeting is held in the District for which an election is to be held. The notice of such meetings shall be given along with and in accordance with the same procedures relative to notice of the annual meeting of members. The notice shall state the vacancies in directorships which are to be considered at the meetings. A District election meeting shall not be held in a District if a vacancy shall not be occurring in that District.
- (b) The meeting shall be open for discussion of any matters pertaining to the business of the Cooperative, regardless of whether or not such matters were set forth in the notice, and recommendations with respect thereto may be submitted to the Board of Directors.
- (c) The District election meeting shall be called to order by the senior Director present who represents the District or by any other person who represents the District or by any other person designated by the Board of Directors. The members residing in the District then present shall proceed to elect a Chairman who shall in turn appoint a Secretary to act for the duration of the meeting.
- (d) Two percent (2%) of the members residing within the District or one hundred (100) such members whichever is less, shall be required for a quorum.
- (e) Minutes of the proceedings of the District meetings shall be kept and be reduced to writing to reflect any recommendations made, business discussed, and the persons nominated and elected at the meetings and the number of votes received by each. The originals of such minutes shall be signed by the Secretary and the Chairman and shall be delivered to the Secretary of the Cooperative.

Section 5. Tenure. Directors shall serve four (4) year terms. Directors shall be elected annually in each District as terms expire. A Director shall serve until his or her successor is elected. Directors shall be elected in the various Districts from and after January 1, 2005 as the current terms of the incumbents thereof expire and shall be according to the following schedule and thereafter in each District every four (4) years for the position then expiring:

District I:

Position A current term expiring 2005.

Position B current term expiring 2006.

Position C current term expiring 2007.

District II:

Position A current term expiring 2005.

Position B current term expiring 2006.

District III:

Position A current term expiring 2006.

Position B current term expiring 2007.

District IV:

Position A current term expiring 2005.

Position B current term expiring 2006.

Position C current term expiring 2007.

Position D current term expiring 2007, extended to 2008.

District V:

Position A current term expiring 2005.

Position B current term expiring 2007.

(continued on next page)

Section 6. Nominations. A qualified member seeking election as a Director shall no later than close of business on July 15, or on the next business day thereafter if such date falls on a Saturday, Sunday or holiday during which the offices of the Cooperative are closed, in the year in which any term of a Director is expiring, file a written declaration of his or her candidacy with the Secretary of the Cooperative. Such declaration shall be on such form as the Board of Directors prescribes. The Board of Directors shall be the sole judge of the qualifications of a candidate. Only those qualified applicants so filing shall appear on the ballot. No nominations may be made from the floor. If all applicants die or become disqualified prior to the election, the Board of Directors shall appoint a qualified person for the term for the position that was otherwise to be filled.

Section 7. Voting.

- (a) In the election of Directors each member not under suspension residing or situated in the District shall be entitled to vote. Voting by members other than members who are natural persons shall be allowed upon presentation prior to or upon registration at the meeting of satisfactory evidence entitling the person presenting such credentials to cast the vote. Any question of the authority of such representative shall be referred to the General Counsel for resolution and whose decision may be appealed to the Board of Directors whose decision shall be final. However, no member shall be entitled to cast more than one ballot and may not cast his or her ballot as an individual natural member and also cast more than one ballot as a representative of a non-natural member. No member shall be entitled to vote in more than one District election in any year or vote in a district outside of such members principal residence or situs. A candidate receiving the highest number of votes shall be elected. In the case of tie the Board of Directors shall break the tie by their majority vote.
- (b) Voting shall be by paper ballot or by such other mechanical or electrical voting procedure as the Board of Directors shall prescribe. The names of all candidates shall be printed on the ballot. No write-in votes shall be counted. Members must be present and registered to be eligible to vote. Proxy voting shall not be allowed. Ballots shall be cast and collected prior to the convening of the meeting after which no ballot may be cast. A balloting committee shall be appointed by the chairman of the meeting who shall canvas the ballots and report the result to the chairman of the meeting who shall immediately announce the result.
- (c) If only one (1) person declares candidacy for election as a Director for a position to be filled then no balloting shall be required at the District meeting following. The Secretary shall report the fact to the chairman of that District meeting who shall declare such candidate duly elected.

Section 8. Removal of Directors. Any member may bring charges against any Director alleging acts of omissions adversely affecting the business and affairs of the Cooperative and amounting to actionable negligence, misfeasance, nonfeasance, fraud or criminal conduct. A complaining member may request the removal of a Director by filing with the Secretary charges in writing together with a petition signed by not less than ten percent (10%) of the membership of the Cooperative calling for a special membership meeting thereon. The question of the removal of a Director shall be considered and voted upon at such special meeting. The question of the removal of a Director shall not be voted upon unless some evidence in, support of the charge, against the Director shall be presented during the meeting. No Director shall be removed from office for the reason such Director declined to support or opposed (a) a proposal to sell or lease all or a substantial portion of the assets and the properties of the Cooperative, (b) a proposal to dissolve the Cooperative,

(c) action to notify the members of a proposal received for a sale, lease or dissolution, or
(d) action or any other effort to call a meeting of the members to consider and act upon a proposal for sale, lease or dissolution.

Section 9. Vacancies. A vacancy occurring on the Board of Directors shall be filled by the remaining Directors from the same District as was represented by the Director whose office was vacated. Such person elected shall serve out the unexpired term of the Director whose office was vacated and until a successor is elected.

Section 10. Compensation and Expense. Directors shall not receive any salary for their services, but they shall receive on a per diem basis a fixed fee for attending meetings and for otherwise performing their duties or attending to the business of the Cooperative. Directors shall also receive advancement or reimbursement of any travel and expense actually, necessarily and reasonably incurred in performing their duties and shall be eligible to participate in Cooperative-funded employee insurance programs. No Director shall receive compensation for serving the Cooperative in any other capacity.

Section 11. Rules, Regulations, Rate Schedules and Contracts. The Board of Directors may 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 inconstant with law, the Articles of Incorporation or these Bylaws as may be deemed advisable for the management, administration and regulation of the business and affairs of the Cooperative.

Section 12. Accounting System and Reports. The Board of Directors shall maintain a complete accounting system of financial operations and after the close of each fiscal year shall cause to be made a full complete and independent audit of the accounts, books and records, reflecting the financial operations and financial condition of the Cooperative. A summary of such audit shall be submitted to the Members at or prior to the succeeding annual meeting.

Section 13. Subscription to Statewide Publication. For the purpose of disseminating information devoted to the economical, effective and conservative use of electric energy, the Board of Directors may subscribe to a statewide publication of the Tennessee Electric Cooperative Association, or a successor to such publication, the annual subscription for which shall be deducted from any funds accruing in favor of the members, so as to reduce such funds in the same manner as would any other expense of the Cooperative.

ARTICLE VII MEETING OF DIRECTORS

Section 1. Regular Meetings. A regular meeting of the Board of Directors shall be held monthly at such date, time and place within the territorial service area of the Cooperative as they shall provide. Such regular monthly meetings may be held without notice other than the action fixing the day, time and place thereof. The Chairman may change the day, time or place of a regular monthly meeting for good cause and upon at least five (5) days notice thereof to all Directors.

Section 2. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman or by not less than five (5) Directors. The Chairman or the Directors calling the meeting shall fix the date, time and place for the meeting which shall be held in the territorial service area of the Cooperative unless all Directors consent to its being

held in some other place. Special meetings may also be held via telephone conference call, without regard to the actual location of the Directors at the time of such telephone conference meetings, if all the Directors consent thereto.

Section 3. Notice of Special Meetings. Written or oral notice of the day, time and place of a special meeting or of a telephone conference of the Directors and the purposes of the meeting or the conference shall be delivered to each Director not less than five (5) days prior thereto, either personally or by mail, by or at the direction of the Secretary. If mailed, such notice shall be deemed to be delivered when addressed to a Director at the address of such Director as appears in the records of the Cooperative with first class postage thereon prepaid and postmarked at least five (5) days prior to the meeting date. The attendance of a Director at any such meeting shall constitute a waiver of notice of such meeting unless such attendance shall be for the expressed purpose of objecting 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.

Section 4. Quorum. The presence in person of a majority of the Directors shall be required for the transaction of business and the affirmative votes of a majority of the Directors present and voting shall be required for any action to be taken. If less than a quorum is present at a meeting, a majority of the Directors present may adjourn the meeting from time-to-time, but shall cause the absent Directors to be duly and timely notified of the day, time and place of such adjourned meeting.

Section 5. Action by Consent. In lieu of a special meeting, the Directors may take action by written consent signed by them and entered into their minutes. Such action shall require at least the affirmative approval of not less than a majority of all the Directors.

ARTICLE VIII

OFFICERS, AGENTS & EMPLOYEES

Section 1. Number and Title. The officers of the Cooperative shall be a Chairman of the Board, a Vice Chairman of the Board, a President and Chief Executive Officer, one or more Vice-Presidents, a Secretary, a Treasurer, a General Counsel and such other officers as may from time to time be determined by the Board of Directors. The Chairman and Vice-Chairman of the Board shall be members of the Board of Directors. Any office except that of President and Secretary may be held by the same person.

Section 2. Election and Term of Office. The officers shall be elected by the Board of Directors at their first meeting held after the annual meeting of the members. If the election of officers shall not be held at such meeting, it shall be held as soon thereafter as convenient. An officer shall hold office until the meeting of the Board of Directors first held after the next succeeding annual meeting of the members and until a successor shall be elected unless sooner removed by the Board of Directors.

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

Section 4. Vacancies. A vacancy in any office elected or appointment by the Board of Directors shall be filled by them for the unexpired portion of the term.

Section 5. Chairman of the Board and Vice Chairman of the Board. The Chairman of the Board of Directors, and if absent or otherwise unable to act the Vice Chairman, shall

preside at all meetings of the Board of Directors, and unless otherwise determined by the Board of Directors or otherwise provided in the By-Laws, at annual and special meetings of the members.

Section 6. President. The President shall be the principal executive officer of the Cooperative. The President shall sign certificates of membership, deeds, mortgages, deeds of trust, notes, bonds, contracts or other instruments authorized by the Board of Directors to be executed, except in cases in which the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Cooperative or shall by law be required to be otherwise signed or executed. The President, in general, shall perform all duties appropriate to the office of president of a corporation and perform such other duties as may be prescribed by the Board of Directors from time to time.

Section 7. Vice Presidents. In the absence, inability or refusal of the President to act, a Vice President designated by the President or the Board of Directors shall perform the duties of President. When so acting, such Vice President shall have the powers and be subject to all restrictions upon the President. Vice President shall perform such other duties as may be from time to time assigned by the President or the Board of Directors.

Section 8. Secretary. The Secretary shall:

- (a) keep or cause to be kept minutes of meetings of the members and of the Board of Directors shall see that all notices are duly given in accordance with these Bylaws or as required by law;
- (b) be custodian of the corporate records and seal of the Cooperative;
- (c) keep or cause to be kept a register of the name and post office address of each member, sign certificates or memberships and have general charge of the books of the Cooperative in which a record of the members is kept;
- (d) keep on file at all times a complete copy of the Articles of Incorporation and these By-Laws together with all amendments thereto; and
- (e) in general perform all the duties incident to the office of a secretary of a corporation and perform such other duties as may from time to time be assigned by the Board of Directors.

Section 9. Treasurer. The Treasurer shall:

- (a) have charge, custody and oversight of all funds and securities of the Cooperative, including receiving and giving receipts for monies due and payable from any source whatsoever, depositing or investing all such monies in the name of the Cooperative in banks, financial institutions or securities as shall be selected by the Board of Directors; and
- (b) in general perform all the duties incident to the office of a treasurer of a corporation and perform such other duties as may from time to time be assigned by the Board of Directors.

Section 10. General Manager. The Board of Directors may appoint a General Manager who shall be the chief administrative and operating officer of the Cooperative and perform such other duties and have such other authority as the Board of Directors may from time to time require and authorize.

Section 11. General Counsel. The Board of Directors shall appoint a General Counsel for the Cooperative who shall be an attorney duly licensed to practice law in the State of Tennessee and who shall be the chief legal officer of the Cooperative. The General

Counsel shall advise the Board of Directors on all legal matters affecting the affairs of the Cooperative and shall assist management of the Cooperative in performing their duties. The General Counsel shall report to the Board of Directors on all matters which affect the Cooperative and shall perform such other duties and have such other authority as the Board of Directors may from time to time require and authorize.

Section 12. Delegation of Officer Responsibilities. Notwithstanding the duties, responsibilities and authorities of any officer, the Board of Directors may, except as otherwise limited by law, delegate, wholly or in part, such responsibility, authority and the regular and routine administration of the duties of any officer to one or more agents or other officers or employees of the Cooperative. To the extent so delegated, an officer shall be released from such duties, responsibilities and authorities so delegated.

Section 13. Bonds. The Board of Directors may require any officer, agent or employee of the Cooperative charged with responsibility for the custody of any of its funds or property to give bond in such sum and with such surety as the Board of Directors shall determine. The Board of Directors in its discretion may also require any other officer, agent or employee of the Cooperative to give bond in such amount and with such surety as it shall determine. The costs of all such bonds shall be borne by the Cooperative.

Section 14. Indemnification. The Cooperative shall indemnify present and former directors, officers, agents and employees against liability and costs of defending against liability incurred while in performance of the business or attending to the affairs of the Cooperative.

Section 15. Reports. The President of the Cooperative, and such other officers as the Board of Directors shall determine, shall submit at each annual meeting of the members a report covering the business of the Cooperative for the previous fiscal year and showing the condition of the Cooperative at the close of such fiscal year.

ARTICLE IX CONTRACTS, CHECKS & DEPOSITS

Section 1. Contracts. Except as otherwise provided by law or by these By-Laws, the Board of Directors may authorize any officer, agent or employee to enter into any contract or execute and deliver any instrument in the name and on behalf of the Cooperative. Such authority may be general or confined to specific instances.

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

Section 3. Deposits. Investments. All funds of the Cooperative shall be deposited or invested from time to time to the credit of the Cooperative in such bank or banks or in such financial securities or institutions as the Board of Directors may select.

ARTICLE X NON-PROFIT OPERATION

Section 1. Interest or Dividends on Capital Prohibited. The Cooperative shall be

operated on a cooperative non-profit basis for the mutual benefit of its patrons. No interest or dividends shall be paid or be payable by the Cooperative on any capital furnished by its patrons.

Section 2. Disposition of Revenues. Distribution of Excess. With respect to the furnishing of electric service the revenues therefrom for an fiscal year in excess of the amount thereof necessary (a) to defray expenses, including the operation and maintenance of facilities during such fiscal year, (b) to pay interest and principal obligations coming due in such fiscal year, (c) to finance or provide a reserve to finance the construction or acquisition of additional facilities, (d) to provide a reasonable reserve for working capital, (e) to provide a reserve for the payment of indebtedness maturing more than one year after the date of incurrence of such indebtedness in an amount not less than the total of the interest and principal payments required to be made during the next following fiscal year, (f) to comply with any covenant or obligation pursuant to any contract entered into, (g) to provide a fund for education in cooperation and for the dissemination of information concerning the effective use and conservation of electric power and energy, and (h) to provide for any other services made available by the Cooperative including publication of or subscription to a newsletter and a statewide publication, shall be distributed or credited by the Cooperative to patrons as patronage refunds prorated in accordance with the patronage to the Cooperative by the respective patron during such fiscal year, or by way of general reduction of rates or other charges, or by any combination of such methods.

Section 3. Use of Contributed Capital. All amounts received and receivable from the furnishing of electric energy to patrons, members and nonmembers alike, in excess of operating costs and expenses properly chargeable thereto, are at the amount of receipt by the Cooperative received with the understanding that they are furnished by the patrons as capital. Capital contributed by the patrons shall be used only for capital purposes, including without limitation, new electric system construction, retirement of electric system indebtedness at or prior to maturity, working capital adequate for all purposes, and facilitation of general rate reductions.

Section 4. Ascertainment of Contributed Capital. The Cooperative shall maintain such books and records as will enable it at any time, upon reasonable notice, to compute the amount of capital contributed during any given accounting period by each patron.

Section 5. Contract. Patrons of the Cooperative, by dealing with the Cooperative, acknowledge that the provisions of this Article of these By-Laws shall constitute a contract between the Cooperative and nonmember patrons. Both the Cooperative and such patron 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 By-Laws shall be called to the attention of such patrons by being posted in a conspicuous place in the Cooperative offices.

Section 6. Patronage Refunds in Connection with Furnishing Other Services or Goods. In the event that the Cooperative shall engage in the business of furnishing goods or services other than electric energy, all amounts received and receivable therefrom which are in excess of costs and expenses properly chargeable thereto shall, insofar as permitted by law, per prorated annually on a patronage basis and, subject to their prior use for any proper purposes, be returned to those patrons from whom such amounts were obtained pursuant to such method, at such time, on such basis and in such order of priority as the Board of Directors shall determine.

ARTICLE XI WAIVER OF NOTICE

Section 1. Waiver of Notice. Any member or Director may waive, in writing, any notice of meetings required to be given by these By-Laws or any notice that may otherwise be legally required, either before or after such notice is required to be given.

ARTICLE XII DISPOSITION OF PROPERTY

Section 1. Disposition and Pledging of Property. The Cooperative may sell, lease, lease-sell, dispose, pledge, mortgage, or encumber all or a substantial portion of any part of its assets and properties as provided by law.

Section 2. Distribution of Surplus Assets on Voluntary Dissolution. Upon a voluntary dissolution any assets remaining after all liabilities or obligations of the Cooperative have been satisfied and discharged, or adequate provision therefore has been made, shall be distributed as provided by law.

ARTICLE XIII FISCAL YEAR

Section 1. Fiscal Year. The fiscal Year shall begin on the first day of July of each year and end on the last day of June following.

ARTICLE XIV RULES OF ORDER

Section 1. Rules of Order. Parliamentary Procedure at all meetings of the members or of the Board of Directors or of any committee 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 that a Procedure is otherwise required by law, by the Articles of Incorporation or by these By-Laws.

Section 2. Parliamentarian. Whenever required, the General Counsel of the Cooperative shall be parliamentarian of any meeting.

ARTICLE XV SEAL

Section 1. Corporate Seal. The corporate seal of the Cooperative shall be in such form as the Board of Directors shall from time to time establish.

Section 2. Use of Seal. Notwithstanding that a seal is provided for and established by the Board of Directors, there shall be no requirement that the same be used to validate any instrument otherwise properly authorized, executed and delivered on behalf of the Cooperative.

ARTICLE XVI AMENDMENTS

Section 1. Power to Amend. These By-Laws may be changed or amended by the members or by the Board of Directors.

Section 2. Procedure to Amend.

- (a) The Board of Directors may change or amend the provisions of these By-Laws; provided, however, that any such change or amendment shall be reported to the next annual meeting of the members and shall then be subject to disapproval by the members. Notice thereof shall be included in the notice of the meeting.
- (b) Any member may propose an amendment or change to these By-Laws by filing such proposal with the Board of Directors together with a petition signed by not less than ten percent (10%) of the members requesting that the same be considered at a subsequent annual or special meeting of the members. Such proposed amendment or change shall be filed with the Board of Directors in sufficient time that notice of the proposal may be included in the regular notice given to the members of the next annual or special membership meeting. No such proposal to amend or change these By-Laws shall be considered at any annual or special meeting of the members unless notice thereof shall have been given in the regular notice given to the members relative to such meeting.

MERIWETHER LEWIS

STATEMENT OF

NON-DISCRIMINATION

Title VI - Statement of Nondiscrimination

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

Limited English Proficiency Plan (LEP Plan)

Meriwether Lewis Electric Cooperative is committed to making its services and programs available to all persons within its service territory including those with limited English proficiency (LEP). Based on this commitment, MLEC takes steps to ensure that persons with LEP have meaningful access and an equal opportunity to receive MLEC services and participate in MLEC programs. If any individual requires MLEC assistance to conduct business with MLEC, they may contact (931) 729-3558, Member Services representatives are able to connect callers to interpreter services for languages other than English. Such interpretation and translation services are free of charge to our members.

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

Complaint Procedures

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

- 1. Mail:** U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, DC 20250-9410
- 2. Fax:** (202) 690-7742; or
- 3. Email:** program.intake@usda.gov

MLEC Title VI Coordinator

Miranda McCaleb, VP of Employee & Member Services
(931) 729-7239, miranda.mccaleb@mllec.com
P.O. Box 240, Centerville, TN 37033

MLEC and MLConnect are equal
opportunity providers and employers.

If you have an issue or complaint that you
have been unable to resolve with MLEC, TVA's
Complaint Resolution Process may provide
assistance.

METHODS OF CONTACT:

Online: www.tva.com/complaintresolution

Email: complaintresolution@tva.gov

Phone: 1-888-289-8409

Contact Information

District I - Hickman County: 931-729-3558

1625 Highway 100; PO BOX 240
Centerville, TN 37033

District II - Lewis County: 931-796-3116

28 South Park Avenue
Hohenwald, TN 38462

District III - Perry County: 931-589-2151

218 East Main
Linden, TN 37096

District IV - Humphreys County: 931-296-2581

210 West Main Street
Waverly, TN 37185

District V - Houston County: 931-289-3311

31 Industrial Park Road
Erin, TN 37061

MLEC & MLConnect Office Hours:

All offices are open 7:30 a.m.- 4:30 p.m. Monday - Friday.
Pay by phone anytime.

Power outage reporting for after-hours & holidays:

1-888-879-6038

Website: mlec.com

Member Account Information

Electric Account Number: _____

Bill Due Date: _____ **Cut-Off Date:** _____

Broadband Account Number: _____

Bill Due Date: _____ **Cut-Off Date:** _____