



BYLAWS  
AND  
SERVICE RULES  
AND  
REGULATIONS

## **Our Mission**

Cobb Electric Membership Corporation shall provide safe, adequate and reliable electric service and other energy related services to its members/consumers. Our primary focus will be to provide superior service through a professional staff, competitive rates and sound business principles. The organization further dedicates itself to being a corporate citizen within the community and a recognized leader in the utility industry.

Serving over 186,000 customers in Cobb, Cherokee, Paulding, Bartow and Fulton Counties and over 3,000 customers in Randolph, Calhoun, Quitman, and Clay Counties.

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**COBB ELECTRIC MEMBERSHIP CORPORATION**  
**Marietta, Georgia**

The objectives of Cobb Electric Membership Corporation (hereinafter called the “Cooperative”) are to make electric energy available to its members at the lowest cost consistent with sound economy and good management.

**BYLAWS**

**ARTICLE I**  
**MEMBERS**

**Section 1. Qualifications and Obligations.** Any person, firm, corporation or body politic who or which is not receiving electric service from any corporation subject to the jurisdiction of the Georgia Public Service Commission, or from any municipal corporation at the location for which service is being requested from Cobb EMC, may become a member in the Cooperative by:

- A. making a written application for membership and service under such conditions and terms as may be prescribed by the Board of Directors of the Cooperative;
- B. paying the membership fee and other charges hereinafter specified;
- C. agreeing to an investigation into past credit history;
- D. agreeing to purchase from the Cooperative electric energy as hereinafter specified; and
- E. agreeing to comply with and be bound by the Articles of Incorporation of the Cooperative and these bylaws and any amendments thereto and such policies, rules and regulations now in force, and may from time to time be adopted by the Board of Directors; provided however, that no person, firm, corporation, or body politic shall become a member unless and until he or it has been accepted for membership by the Board of Directors or the members.

At each regular monthly meeting of the Board of Directors, all applicants for membership, who have applied for and paid the application fee as set by the Board of Directors and have signed an application form, which has been duly approved by the Board of Directors, agreeing to comply with all the requirements of membership, shall be accepted by the Board of Directors as members of the Corporation, provided the said applicants have met all legal requirements. Should the Board of Directors fail or refuse to accept applicants as aforesaid, then the Secretary shall give any such applicant at least ten (10) days prior notice of the date of the member’s meeting to which his application will be submitted and such applicant may be present and heard at the meeting. No person, firm, corporation, or body politic may own more than one ( 1 ) membership in the Corporation.

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

Upon payment of membership fee, any service charges, deposits and/or contributions in the aid of construction that may have been required, the applicant for service shall become eligible for approval (by the Board of Directors) for membership, even if he/she has failed to sign an application for membership.

**Section 2. Membership Fee.** The membership fee shall be established by the Board of Directors and payment of same shall make the member eligible for one ( 1 ) service connection. A service charge will be required in connection with temporary services to help defray the cost of providing such service. An additional service charge, as determined by the Board of Directors from time to time, will be required to help cover the cost of establishing the records for each account for service and billing. In addition, a service security deposit shall be required in an amount deemed necessary by the Board of Directors to protect the Cooperative against excessive indebtedness from non-payment of bills. This security deposit may be waived if the prospective member has sufficient credit history, as determined by a credit background check.

In case of withdrawal or termination of membership in any manner, the Cooperative shall repay to the member the amount of the membership fee, and any deposits paid by him, provided, however, that the Cooperative shall deduct the amount of any debts or obligations owing from the member of the Cooperative.

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

All accounts which are left unpaid by inactive members will accrue interest at a rate not to exceed the maximum legal limit in the State of Georgia, compounded annually.

If and when a former member applies again for membership and service, the full amount of any indebtedness, including interest, must be paid in full before service will be connected.

The Cooperative cannot and does not guarantee continuous and uninterrupted electric service.

**Section 4. Non-Liability for Debts of the Cooperative.** The private property of the members of the Cooperative, except such unrefunded capital credits as may have been assigned to the members on the books of the Cooperative, shall be exempt for the debts of the Cooperative and no member shall be individually liable or responsible for any debts or liabilities of the Cooperative.

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

**Section 6. Withdrawal of Membership.** Any member may withdraw from membership upon payment in full of all debts and liabilities of such member to the Cooperative and upon compliance with such terms and conditions as the Board of Directors may prescribe. The Board of Directors may cancel the membership as requested, provided all the terms and conditions set out in the original application for membership have been complied with.

**Section 7. Transfer and Termination of Membership.**

A. Membership in the Cooperative shall not be transferable, except as hereinafter otherwise provided, and upon the death, cessation of existence, expulsion or withdrawal of a member. The membership of such member shall thereupon terminate. Termination of membership in any manner shall not release the member from the debts or liabilities of such member to the Cooperative.

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

C. When a membership is held jointly by a husband and wife, upon the death of either, such membership shall be deemed to be held solely by the survivor with the same effect as though such membership had been originally issued solely to him or her, as the case may be, provided, however, that the estate of the deceased shall not be released from any membership debts or liabilities to the Cooperative.

**Section 8. Removal of Directors and Officers.** Any member may bring charges against an officer or director by filing them in writing with the Secretary, together with a petition signed by ten percentum (10%) of the members, requesting the removal of the officers or director in question. The removal shall be voted upon at the next regular or special meeting of the members and any vacancy created by such removal may be filled by the members at such meeting. The director or officer against whom such charges have been brought shall be informed in writing of the charges previous to the meeting and shall have an opportunity at the meeting to be heard in person or by counsel and to present evidence; and the person or persons bringing the charges against him shall have the same opportunity.

Pursuant to Article III, Section 2, the remaining directors on the Board shall remove another director from office when the appropriate circumstances exist. Also, this action may be taken by the Board, without the petition of ten per centum (10%) of the members, when there exists neglect or breach of duty or other action or inaction which is or may be injurious to the Cooperative.

ARTICLE II  
MEETING OF MEMBERS

**Section 1. Annual Meeting.** The annual meeting of the members shall be held in the month of September of each year at such place at Marietta, in the County of Cobb, State of Georgia, as shall be selected by a Board of Directors and designated in the notice of the meeting for the purpose of electing directors, passing upon reports, covering the previous audit year and transacting such other business as may come before the meeting. If the election of directors shall not be held on the day designated for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members as soon thereafter as conveniently may be. Failure to hold the annual meeting at the designated time shall not work a forfeiture or dissolution of the Cooperative.

**Section 2. Special Meetings.** Special meetings of the members may be called by at least three (3) directors, or upon a written request signed by at least ten per centum (10%) of all the members, and it shall thereupon be the duty of the Secretary to cause notice of such meetings to be given as hereinafter provided. Special meetings of the members may be held at any place within the County of Cobb in the State of Georgia specified in the notice of the special meetings.

**Section 3. Notice of Members' Meetings.** Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than seven (7) days nor more than twenty (20) days before the date of the meeting, either personally or by mail, by or at the direction of the Secretary, or by the persons calling the meeting, to each member; provided, however, that with respect to all meetings at which directors are to be elected, such notice shall be so delivered not less than seven (7) days nor more than twenty (20) days before the date of the meeting. Such notice shall be deemed to have been delivered as required by this section when it is included, within the time limits prescribed, in a newsletter, Georgia Magazine or any other publication which the Cooperative mails to its members. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears on the records of the Cooperative, with postage thereon prepaid. In case of a joint membership, notice given to either the husband or wife shall be deemed notice to both joint members. The failure of any member to receive notice of an annual or special meeting of the members shall not invalidate any action which may be taken by the members at any such meeting.

**Section 4. Quorum.** At least one hundred fifty (150) of the members present in person or represented by proxy at the beginning of the meeting shall constitute a quorum for the transaction of business at all meetings of the members. In case of a joint membership, the presence at a meeting of either husband or wife, or both, shall be regarded as the presence of one member. If less than a quorum is present at any meeting, a majority of those present in person, or represented by proxy, may adjourn the meeting from time to time without further notice.

**Section 5. Voting.** Each member shall be entitled to one (1) vote and no more upon each matter submitted to a vote at a meeting of the members. At all meetings of the members, at which a quorum is present, all questions shall be decided by a vote of a majority of the members voting thereon in person or by proxy, except as otherwise provided by law, the Articles of Incorporation of the Cooperative, or these bylaws. If a husband and wife hold a joint membership, they shall jointly be entitled to one (1) vote and no more, upon each matter submitted to a vote at a meeting of the members.

If a member is absent and his/her spouse is present, he/she may vote in the member's stead.

**Section 6. Credentials and Election Committee.** The Board of Directors shall, at least ten (10) days before any annual meeting of the members, appoint a Credentials and Election Committee composed of members who are not officers or directors of the Cooperative or candidates for such positions nor employees of the Cooperative, which shall be responsible for determining the eligibility of candidates, counting of ballots or votes cast and ruling on the effect of any lot or vote irregularly marked or cast. The Committee shall be comprised of not less than seven (7) nor more than eleven (11) members. In the event a quorum isn't present at the annual meeting, sufficient replacement appointments may be made to assure a quorum.

**Section 7. Proxies.** At any meeting of the members of the Cooperative, any member may be represented and vote by a written proxy executed and delivered by an adult member of his or her family residing in his or her home. (By adult is meant a person of 18 years of age or more.)

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

1. report on the number of members present in person, or represented by proxy, in order to determine the existence of a quorum;
2. reading of the notice of the meeting and proof of the due publication or mailing thereof, or the waiver or waivers of notice of any meeting, as the case may be;
3. reading of the unapproved minutes of previous meetings of the members and the taking of necessary action thereon;
4. presentation and consideration of, and acting upon, reports of officers, directors, and committees;
5. election of directors;
6. unfinished business;
7. new business;
8. adjournments;
9. all meetings of members and directors will be conducted in accordance with the most recent revision of Roberts Rules of Order where such rules are not in conflict with the law, these by-laws conferred upon or reserved to the members.

which the Nominations and Credentials and Elections Committees will meet will all be announced at the conclusion of the annual meeting, in lieu of the applicable provision of paragraph (a) of this section. No further notices by any committee or by the Secretary of the Cooperative shall be required. Biographical information on each candidate for election will be provided to cooperative members by posting in the lobby of Building 1000, Cobb EMC Parkway, Marietta, Georgia, by website at [www.CobbEMC.com](http://www.CobbEMC.com), or any other means reasonable calculated to provide such information to the membership.

## ARTICLE III DIRECTORS

**Section 1. General Powers.** The business and affairs of the Cooperative shall be managed by a board of ten (10) directors, which shall exercise all of the powers of the Cooperative except such as are by law or by the Articles of Incorporation, or by these bylaws conferred upon or reserved to the members.

**Section 2. Qualifications & Tenure.** Beginning at the 2005 annual meeting and every third year thereafter members shall elect directors for area 1, area 6, area 7 and area 10. Beginning at the 2006 annual meeting and every third year thereafter members shall elect directors for area 2, area 3 and area 9. Beginning at the 2007 annual meeting and every third year thereafter, members shall elect directors for area 4, area 5, and area 8. Each director shall serve a term of three (3) years or until their successors shall have been elected and shall have qualified, subject to the provisions of these bylaws with respect to the removal of directors. In the event there is more than one (1) nomination for a director's position, voting shall be by ballot. To be eligible for election or appointment and to serve on the Cobb EMC Board of Directors, such person must

- (a) Be eighteen (18) years of age;
- (b) Be a member of the Cobb EMC and receive electric service at his primary residence. Part-time occupancy of a seasonally used cottage or a place occupied only part-time where a meter is installed does not qualify as a residence.
- (c) Not be in any way employed by or financially interested in a competing business or enterprise selling electric energy or selling supplies to Cobb EMC or engaged in a business primarily engaged in selling electrical or plumbing appliances, fixtures or supplies to Cobb EMC members;
- (d) Not be an incumbent of public office or candidate for elective public office in connection with which a salary is paid;
- (e) Be obedient to Cobb EMC by adhering to all applicable requirements of law, the Cooperative's articles and bylaws, and the Cooperative's duly made decisions;
- (f) Not have been convicted of a felony pursuant to state or federal laws;
- (g) Be loyal to the Cooperative, acting at all times in good faith for its best interest;
- (h) Be unaffected by any continuing and substantial personal interest that is in conflict with the best interests of the Cooperative;
- (i) Reside in the geographical area which he/she seeks to represent;
- (j) Possess the minimum knowledge and skills necessary to oversee the affairs of the Cooperative;
- (k) Be willing to devote such time and effort to his/her duties as a board member as may be necessary to oversee the Cooperative's business and affairs, including attendance at meetings of the board, committees of the board, state and national association meetings, director training programs, etc.;
- (l) Be willing to support the decisions and actions of the board once arrived at by action of the majority of the board;
- (m) Represent the entire membership on an impartial basis, not just those in his/her area.
- (n) Make every effort to gain member and public understanding and support of the Cooperative, its programs and policies;
- (o) Be a proven leader in the community; be of highest integrity and have the respect of the community in which he/she lives; and have the ability to exercise sound judgment and logical reasoning;
- (p) Meet personally with the Credentials and Elections Committee for determining eligibility, in accordance with the bylaws. This does not apply to an incumbent director already serving on the board.

(q) Not be a member of any organization which in any way opposes the missions and objectives of Cobb EMC.

Upon the establishment of the fact that any person being considered for, or already holding, a position of trust in the Cooperative lacks eligibility under this Section, it shall be the duty of the Board of Directors to withhold such position from such person, or to cause him to be removed therefrom, whichever be the case. Upon the establishment of the fact that a director is holding office in violation of this Section, it shall be the duty of the remaining directors on the Board to remove such director from office. Nothing in this Section contained shall, or shall be construed to, affect in any manner whatsoever the validity of any action taken at any meeting of the Board of Directors, unless such action is taken with respect to a matter which is affected by the provisions of this Section and in which one or more of the directors have an interest adverse to that of the Cooperative. When a membership is held jointly by a husband and wife, either one, but not both, may be elected a director, provided however, that neither one shall be eligible to become or remain a director or to hold a position of trust in the Cooperative unless both shall meet the qualifications hereinabove set forth.

For the purpose of giving equal representation on the Board of Directors to the territory served by the Cooperative, the geographical area so served has been subdivided into ten (10) areas in accordance with the map attached hereto and made a part thereof by reference. The Board of Directors shall be composed of ten (10) members, being one member for each of the said ten areas. Those members residing within a given geographical area, as shown on the attached map, shall be eligible for election to the Board of Directors to succeed any member who is representing said given geographical area.

**Section 3. (a) Nominations.** It shall be the duty of the Board of Directors to appoint, not less than forty-five (45) days nor more than sixty (60) days before the date of a meeting of the members at which directors are to be elected, a committee on nominations consisting of not less than five (5) nor more than eleven (11) members who shall be selected so as to give equitable representation on the committee to the geographical areas served, or to be served, by the Cooperative. No officer or member of the Board of Directors shall be appointed a member of such committee. The Committee shall prepare and post at the principal office of the Cooperative at least forty (40) days before the meeting, a list of nominations for directors, but any fifteen (15) or more members may make other nominations in writing over their signatures not less than thirty (30) days prior to the meeting, and the Secretary shall post the same at the same place where the list of nominations made by the committee is posted. The Secretary shall mail with the notice of the meeting a statement of the number of directors to be elected and showing separately the nominations made by the committee on nominations and the nominations made by petition, if any. The members may, at any meeting at which a director or directors shall be removed, as hereinbefore provided, elect a successor or successors thereto without compliance with the foregoing provisions with respect to nominations. Notwithstanding anything in this section contained, failure to comply with any of the provisions of this section shall not affect in any manner whatsoever the validity of any election of directors.

**(b) Death of a Nominee for Director:** If at the time of the convening of the Annual Meeting of Members, as provided in Article II, Section 1, any nominee for Director is unable to serve by reason of death then, and in that event, the election for director of that area only shall be adjourned, as provided in Article II, Section 1 to a day certain. The date of the adjourned election, the date by which nominations by membership signature must be filed, and the date on which the Nominations and Credentials and Elections Committees will meet will all be announced at the conclusion of the annual meeting, in lieu of the applicable provision of paragraph (a) of this section. No further notices by any committee or by the Secretary of the Cooperative shall be required. Biographical information on each candidate for election will be provided to cooperative members by posting in the lobby of Building 1000, Cobb EMC Parkway, Marietta, Georgia, by Web site at [www.cobbemc.com](http://www.cobbemc.com), or any other means reasonable calculated to provide such information to the membership.

**Section 4. Vacancies.** Subject to the provisions of these bylaws, with respect to the removal of directors, vacancies occurring in the Board of Directors shall be filled by a majority vote of the remaining directors. Thus elected, they shall serve for the unexpired term or until their successors shall have been elected and shall have qualified. Any vacancy occurring in the Board of Directors other than by the removal of a director shall be filled in accordance with O.C.G.A. §46-3-294.

**Section 5. Compensation.** The Directors shall fix the compensation for their services on a per diem basis and shall be entitled to reimbursement of expenses actually and necessarily incurred by them in the performance of their duties.

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

**Section 7. Accounting System and Reports.** The Board of Directors shall cause to be established, and maintained, a complete accounting system, which among other things, subject to applicable laws, and rules and regulations of any regulatory body, shall conform to such accounting system as may from time to time be designated by the Administrator of the Rural Utilities Service of the United States of America. The Board of Directors shall also, within ninety (90) days after the close of each audit year, cause to be made a full and complete audit of the accounts, books and financial condition of the Cooperative as of the end of such audit year. A resume of such audit reports shall be submitted to the members at the following annual meeting.

**Section 8. Change in Rates.** Written notice shall be given to the Administrator of the Rural Utilities Service of the United States of America not less than thirty (30) days prior to the date upon which any proposed change in the rates charged by the Cooperative for electric energy becomes effective.

#### ARTICLE IV MEETINGS OF DIRECTORS

**Section 1. Regular Meetings.** A regular meeting of the Board of Directors may be held, if desired, without notice other than this bylaw, immediately after, and at the same place as, the annual meeting of the members. A regular meeting of the Board of Directors shall also be held monthly at such time and place in Cobb County, Georgia, as the Board of Directors may provide by resolution. Such regular monthly meeting may be held without notice other than such resolution fixing the time and place thereof, provided, to meet exigencies, the Chairman in his uncontrolled discretion, is authorized to postpone or advance any regular monthly meeting for up to and not to exceed two (2) weeks by mailing a written notice of such postponement or advancement, setting forth the time, date and place to which said meeting is postponed or advanced, to each director of the Corporation by regular U.S. mail.

**Section 2. Special Meetings.** Special meetings of the Board of Directors may be called by the Chairman or any three (3) directors. The person or persons authorized to call special meetings of the Board of Directors may fix the time and place (which shall be in Cobb County, Georgia,) for the holding of any special meeting of the Board of Directors called by them.

**Section 3. Other Meetings.** Participation in a regular or special meeting may be by means of conference telephone, or similar telecommunications equipment. All persons participating in the meeting must be able to hear each other, be advised of the use of such equipment, and be provided with the names of individuals using the equipment.

**Section 4. Notice.** Notice of the time, place and purpose of any special meeting of the Board of Directors shall be given at least five (5) days previous thereto, by written notice, delivered personally or mailed, to each director at his last known address. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail so addressed with postage thereon prepaid. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except in case a director shall attend a meeting for the express purpose of objecting to the transaction of any business because the meeting shall not have been lawfully called or convened.

**Section 5. Quorum.** A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, provided, that if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

**Section 6. Manner of Acting.** The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

**Section 7. Written Consent of Directors.** Any action required to be taken at a meeting of the Board of Directors or any action that may be taken at a meeting of the Board of Directors may be taken without a meeting if a written consent, setting forth the action so taken, is signed by all the directors and filed with the minutes of the proceedings of the Board of Directors.

## ARTICLE V OFFICERS

**Section 1. Number.** The officers of the Cooperative shall be a Chairman of the Board of Directors, Vice Chairman of the Board of Directors, President, one or more Vice Presidents, Secretary and Treasurer. The offices of Secretary and Treasurer may be held by the same person.

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

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

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

**Section 5. Chairman.** The Chairman:

- A. shall preside at all meetings of the members and of the Board of Directors;
- B. may sign any deeds, mortgages, deeds of trust, notes, bonds, contracts, or other instruments authorized by the Board of Directors to be executed, except in cases in which the signing and execution

thereof shall be expressly delegated by the Board of Directors or by these bylaws to some other officer or agent of the Cooperative, or shall be required by law to be otherwise signed or executed;

- C. shall be an ex-officio member of the permanent standing committees; and
- D. in general, shall perform all duties incident to the office of Chairman and such other duties as may be prescribed by the Board of Directors from time to time.

**Section 6. Vice Chairman.** In the absence of 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 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 of Directors.

**Section 7. Secretary.** The Secretary shall:

- A. supervise the keeping of the minutes of meetings of the members and the Board of Directors in one or more books provided for that purpose;
- B. see that all notices are duly given in accordance with these bylaws or as required by law;
- C. be responsible for the corporate records and the seal of the Cooperative and see that the seal of the Cooperative is affixed to all necessary documents;
- D. keep a register of the post office address of each member, which shall be furnished to the Secretary 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 bylaws of the Cooperative containing all amendments thereto, which copy shall always be open to the inspection of any member, and at the expense of the Cooperative, forward a copy of the bylaws and of all amendments thereto to each member upon request; and
- G. in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Board of Directors.

**Section 8. Treasurer.** The Treasurer shall:

- A. be responsible for all funds and securities of the Cooperative; and
- B. in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board of Directors.

**Section 9. President.** The Board of Directors may appoint a President who shall be the Chief Executive Officer of the Cooperative, and who may be, but who shall not be required to be, a member of the Cooperative. The President shall perform all duties incident to the office of President and such duties as the Board of Directors may from time to time require of him and shall have such authority as the Board of Directors may from time to time vest in him.

**Section 10. Vice Presidents.** The President may appoint one or more Vice Presidents who may be, but who shall not be required to be, members of the Cooperative. The Vice Presidents shall report to the President and shall perform all duties and have such authority as the President may from time to time delegate to them.

**Section 11. Bonds of Officers.** The Board of Directors shall require the Treasurer of any other officer of the Cooperative charged with responsibility for the custody of any of its funds or property, to give bond in such sum and with 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 sum and with such surety as the Board of Directors shall determine. The premiums for such bond shall be paid from the funds of the Cooperative.

**Section 12. Compensation.** A member of the Board of Directors shall not be an employee of the Corporation in addition to being on the Board. The powers, duties, and compensation, if any, for any officer, shall be fixed by the Board of Directors.

**Section 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 audit year and showing the condition of the Cooperative at the close of such audit year.

## ARTICLE VI CONTRACTS, CHECKS AND DEPOSITS

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

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

**Section 3. Deposits.** All funds of the Cooperative shall be deposited from time to time to the credit of the Cooperative in such insured depositories as the Board of Directors may select, provided that reserve funds may be invested in such securities as the Board of Directors may designate, or applied as prepayment of principal on indebtedness to the Rural Utilities Service.

## ARTICLE VII REVENUES AND RECEIPTS

**Section 1. 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 2. Patronage Capital in Connection with Furnishing Electric Energy.** In the furnishing of electric energy, the Cooperative's operations shall be so conducted that all patrons will, through their patronage, furnish capital for the Cooperative. In order to induce patronage and to assure that the Cooperative will operate on a nonprofit basis, the Cooperative is obligated to account on a patronage basis to all its patrons for all amounts received and receivable from the furnishing of electric energy in excess of operating costs and expenses properly chargeable against the furnishing of electric energy. All such amounts, in excess of operating costs and expenses at the moment of receipt by the Cooperative, are received with the understanding that they are furnished by the patrons as capital. The Cooperative is obligated to pay by credits to a capital account for each patron, all such amounts in excess of operating costs and expenses. The books and records of the Cooperative shall be set up and kept in such a manner that, at the end of each fiscal year, the amount of capital, if any, so furnished by each patron shall have the same status as though they had been paid to the patron in pursuance of a legal obligation to do so and the patron had then furnished the Cooperative corresponding amounts of capital.

All other amounts received by the Cooperative from its operations in excess of costs and expenses shall, in so far 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.

Adequate data should be available for large loads (those billed on the industrial rate) to permit a ready determination of the cost of providing service; therefore, capital credits for such accounts shall be determined on the basis of capital contributed by such members.

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. If, at any time prior to dissolution or liquidation, the Board of Directors shall determine that the financial condition of the Cooperative will not be impaired thereby, the capital then credited to patron's accounts may be retired in full, or in part, provided any indebtedness, plus interest compounded annually, is offset before any payment is made. After September 17, 1975, the Board of Directors shall determine the method, basis, priority and order of retirement, if any, for all amounts furnished as capital.

Providing further, however, that the Board of Directors shall have the power to adopt rules providing for the separate retirement of that portion of capital credits which corresponds to capital credited to the account of the Cooperative by generation and transmission systems and other Federated organizations such as National Rural Utilities Finance Corporation, statewide marketing groups, and similar organizations. Such rules shall (a) establish a method for determining such portion of capital credited to each patron for each applicable fiscal year, (b) provide for separate identification on the Cooperative's books of such portion of capital credited to the Cooperative's patrons, (c) provide for appropriate notifications to patrons with respect to such portion of capital credited to their accounts, and (d) preclude a general retirement of such portion of capital credited to patrons for any fiscal year prior to the general retirement of other capital credited to patrons for the same year, or of any capital credited to patrons for any prior fiscal year.

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

Notwithstanding any other provision of these bylaws, the Board of Directors, at its discretion, shall have the power at any time upon the death of any patron, if the legal representatives of his estate shall request, in writing, that the capital credited to any such patron be retired prior to the time such capital would otherwise be retired under the provisions of the bylaws, to retire capital credited to any such patron immediately upon such terms and conditions as the Board of Directors, acting under policies of general application, and the legal representatives of such patron's estate shall agree upon, provided, however, that the financial condition of the Cooperative will not be impaired thereby.

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 office.

RESOLVED, that after the present depreciation rate shall have been applied to the depreciable properties of the Cooperative retroactively to the date on which such properties were placed in operation, any credit balance remaining in the Earned Surplus Account shall be transferred to the Patronage Capital Account, and credited on a patronage basis to those patrons of the Cooperative who were patrons in any preceding year in which credits were made to the Earned Surplus Account and who also received electric service from the Cooperative at any time within the twelve month period immediately preceding the date of the adoption of bylaw amendments effectuating the capital credits plan; and

RESOLVED, that the amount of such patrons' credit be determined by dividing the amount transferred to the Patronage Capital Account by the total electric bills of such patrons for the preceding years in which there were credits to the Earned Surplus Account, and applying the resulting percentage factor to the aggregate electric bill of each such patron for such years; and

RESOLVED, that the amounts thus credited to the patrons of the Cooperative shall be deemed capital, and shall be subject to the same rights and limitations and shall be accounted for in the same manner as patronage capital furnished under Article VII, Section 2 of the bylaws of the Cooperative.

#### ARTICLE VIII WAIVER OF NOTICE

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

#### ARTICLE IX DISPOSITION OF PROPERTY

The Cooperative may not sell, mortgage, lease or otherwise dispose of, or encumber, any of its property other than:

- A. property which, in the judgment of the Board of Directors, neither is, nor will be, necessary or useful in operating and maintaining the Cooperative's system and facilities, provided, however, that all sales of such property shall not in any one (1) year exceed in value ten per centum (10%) of the value of all of the property of the Cooperative;
- B. services of all kinds, including electric energy; and
- C. personal property acquired for resale,

... unless such sale or disposition is first recommended by the Board of Directors and then, after written and published notice, is submitted to the members and such sale or disposition is authorized by the affirmative vote of two-thirds of the members of the electric membership corporation, voted thereon at a meeting in person, or by proxy, and the notice of such public sale or disposition was contained in notice of the meeting; and provided such sale or disposition is approved by the Board of Directors in accordance with the Enabling Act as passed by the Georgia Assembly of the State of Georgia; mergers between Cobb EMC and one or more cooperatives shall require that the board of each first adopt a resolution approving a plan of merger or consolidation, and then, after written and public notice, submit the plan to the members which may be adopted by two-thirds vote of the members present and voting at a meeting, providing a quorum is present; provided, however, that notwithstanding anything herein contained, the Board of Directors, without authorization by the members, shall have full power and authority to borrow

money from the United States of America, Rural Utilities Service, or any agency or instrumentality thereof, and the National Rural Utilities Cooperative Finance Corporation, Co-Bank or other banks, financial institutions, corporations or other business entities and in connection with such borrowing, to authorize the making and issuance of bonds, notes or other evidence of indebtedness and, to secure the payment thereof, to authorize the execution and delivery of a mortgage or mortgages, or a deed or deeds of trust upon, or the pledging or encumbering of any or all of the property, assets, rights, privileges, licenses, franchises, and permits of the Cooperative, whether acquired, and wherever situated, all upon such terms and conditions as the Board of Directors shall determine.

## ARTICLE X INDEMNIFICATION AND INSURANCE

**Section 1. Indemnification.** The Corporation shall indemnify each person who is, or was, a Director, officer, employee or agent of the Corporation (including the heirs, executors, administrators or estate of such person) or is, or was, serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise to the full extent permitted under Sections 34C-617 (a), (b), and (c) of the Georgia Electric Membership Corporation Act, or any successor provisions of the laws of the State of Georgia. If any such indemnification is requested pursuant to Sections 34C-617 (a) or (b) of said Act or laws, the Board of Directors shall cause a determination to be made (unless a court has ordered the indemnification) in one of the manners prescribed in Section 34C-617(d) of said Act or laws as to whether indemnification of the party requesting indemnification is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 34C-617 (a) or (b) of said Act or laws. Upon any such determination that such indemnification is proper, the Corporation shall make indemnification payments of liability, cost, payment or expense asserted against, or paid or incurred by, him in his capacity as such a director, officer, employee or agent to the maximum extent permitted by said sections of said Act or laws. The indemnification obligation of the Corporation set forth herein shall not be deemed exclusive of any other rights, in respect of indemnification or otherwise, to which any party may be entitled under any other bylaw provision or resolution approved by the members pursuant to Section 34C-617 of said Act or laws.

**Section 2. Insurance.** The Corporation may purchase and maintain insurance at its expense, to protect itself and any director, officer, employee or agent of the Corporation (including the heirs, executors, administrators or estate of any such person) against any liability, cost payment or expense described in Section 1 of this Article X, whether or not the Corporation would have the power to indemnify such person against such liability.

## ARTICLE XI AMENDMENT

These bylaws may be amended at any meeting of the Board of Directors by the affirmative vote of not less than a majority of the directors present at a meeting, at which a quorum is present, provided notice of such meeting containing a copy of the proposed amendment shall have been given not less than five, nor more than ninety, days prior thereto, provided, however, that the Board of Directors shall not have the power to alter, amend or repeal provisions of these bylaws or adopt new bylaw provisions directly relating to the election of the Board of Directors. Any bylaw provision adopted by the Board of Directors may be altered, amended or repealed, and new provisions adopted by the members present at a meeting at which a quorum is present, provided notice of such meeting containing a copy of the proposed amendment shall have been given. The members may prescribe that any bylaw provisions adopted by them shall not be altered, amended or repealed by the Board of Directors.



SERVICE RULES  
AND  
REGULATIONS

**COBB ELECTRIC MEMBERSHIP CORPORATION  
SERVICE RULES AND REGULATIONS INDEX**

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## APPLICATION OF SERVICE RULES AND REGULATIONS

These Service Rules and Regulations apply to each and every member or applicant for membership. They are a part of every contract for service made by the Cooperative, unless modified by special terms written therein, and govern all classes of service. Copies of Service Rules and Regulations, Rate Schedules and Bylaws are on file in the Cooperative's offices and are open to inspection by members.

These Service Rules and Regulations are in accordance with the provisions of the Bylaws and may be revised, amended, supplemented, or otherwise changed from time to time by action by the Board of Directors. All such revisions, amendments, supplements, or changes shall be filed with the Public Service Commission of Georgia

Revised: 12/22/81  
5/82 Sections 400, 401, 402, 403, 404  
8/24/82 Section 401  
6/30/88 Sections 201 & 301  
4/1/89 Sections 101, 102, 103, 112  
12/89 Sections 401, 402  
Add Section 605  
9/90 Sections 501, 605 & Statement of Nondiscrimination

## SERVICE RULES AND REGULATIONS

### 100 Electric Service Availability

**101 Application for Membership.** Any person, firm, association, corporation, or public body shall sign a written application for membership and pay the designated membership fee together with a specified account service charge and any service security deposit that may be required by the Corporation. In this application, member shall agree to purchase from the Cooperative all electric energy used on premises and to be bound by the Cooperative's Charter and Bylaws and all rules, regulations and rate schedules established pursuant thereto, and pay the minimum monthly bill stated in the application or, in the event of a written contract for service, the minimum set forth in said contract. Upon termination of membership, any membership fee and any service security deposit will be refunded or applied against any unpaid balance owed the Cooperative.

A member may have any number of service connections under one membership.

**102 Additional Service Fee.** A board approved temporary service charge will be required in connection with all temporary services requiring only a service drop. This charge will include the account service charge. A larger charge will be required for temporary services requiring more than a service drop. The amount will be determined on the basis of the cost involved and the anticipated revenue. Any membership fee, additional service fee and any service security deposits for temporary services will be applied to any unpaid balance when service is discontinued and the remainder shall be refunded to the member.

**103 Account Service Charge.** The Cooperative will furnish, without cost to the member, such metering equipment as is necessary to measure the electric service supplied in accordance with the requirements of the service schedule. Payment of an account service charge will be required to establish each account for service and billing.

**104 Service Security Deposits.** A service security deposit shall be collected in advance of connecting any service with respect to which the Cooperative determines that such deposit is needed to assure payment of the power bill. In determining the need for service security deposits, and in fixing the amount of such deposits, the Cooperative will give careful regard to the following factors:

- A. type of service involved;
- B. risk involved in a new business enterprise;
- C. the reputation of the involved premises;
- D. the credit rating of the member;
- E. history of connects, disconnects, and reconnects at the involved premises or for the involved member; and
- F. any other factor having a realistic bearing on the member's financial dependability.

However, such deposit shall not ordinarily be more than the member's estimated power bill for two months' service, except when service is being furnished on the basis of a written contract, or when the Cooperative determines that a higher amount is necessary due to some unusual circumstance.

A deposit shall be refunded, without interest:

- A. as provided for in a written contract for service; or
- B. upon such other conditions as may be established by the Cooperative with respect to service risks of similar character. In any event, the deposit shall be refunded, without interest, upon termination of the service, less any amounts the member may then owe the Cooperative;
- C. an additional deposit, sufficient to bring the total deposit up to three months average bill may be required when a member's service has been discontinued for nonpayment.

**105 Line Extension.** Application for electric service will be classified into one of the following defined classifications and service will be extended accordingly:

- A. **Permanent Establishments.** This classification includes permanent residences, schools, public buildings, churches, commercial and industrial establishments, or any other establishment of a permanent nature, requiring electric service on a continuous basis. Single phase electric service facilities will be extended to establishments of this classification in any location within the service area of the Cooperative upon request by the owner or occupant, without any requirement of contribution in aid of construction or facilities extension deposit.

Three phase service will be extended when economically feasible to such establishments under individual written agreements with the member.

**B. Construction Service.** Construction service, 120/240 volts, single phase, will be furnished for construction purposes relating to establishing permanent service under A above in accordance with the following:

1. construction service shall be located near the Cooperative's designated point of permanent service attachment;
2. members applying for construction service will be required to furnish their own pole (a minimum of 16' long 4"x4" pressure treated wood or pressure treated pole the top of which must be not less than 13' above ground level), meter loop and meter base. The member will be required to obtain his own inspection clearance for such installations.

**C. Temporary Service.** Temporary service will be furnished for services of short duration or transient nature in accordance with the existing rate schedules of the Cooperative, except that the member shall pay in advance the total estimated cost of installation and removal of the service facilities, less salvage value of the material used. An advance deposit of the full amount of the estimated bill for service may be required.

**106 Underground Service Extension.** Underground services are subject to special conditions and policies making it necessary to consult the Cooperative before wiring or rewiring the premises. When underground service is supplied, the Cooperative and the member will agree and designate the point at which the Cooperative's underground lines will be connected to member's facilities.

Upon request, the Cooperative will, as nearly as practical, install, own, and maintain underground facilities under the same conditions as it would overhead facilities provided the member or developer enters into a written contract with the Cooperative. In determining the amount of such contract, terrain, vegetation, accessibility, potential revenue, proximity of individual services, maintenance, operation and all other pertinent factors will be considered.

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

**A. Permanent Establishments**

1. **Single Phase Service.** The Cooperative will furnish and install the transformer, transformer pad, primary cable, connectors, metering and secondary cable to the meter base, under the terms of the contract.

Upon request, existing secondary overhead services may be replaced with underground services provided the member enters into a written contract with the Cooperative. In determining the amount of contribution to be included in such contract, the cost of installing the underground, removal of the overhead, value of existing overhead, and anticipated revenue will be considered.

- 2. Three Phase Service.** Upon request from an owner or developer, the Cooperative will install underground service to commercial, industrial, public installations, and all other than residential, provided the member or developer enters into a written contract with the Cooperative. In determining the amount of contribution to be included in such contract, terrain, vegetation, accessibility, potential revenue, proximity of individual services, maintenance, operations and all other pertinent factors will be considered.
- a. The Cooperative will furnish and install the transformers, transformer pad, transformer enclosure, primary cable and terminators, connectors (including those for secondary), and metering.
  - b. The owner or developer will provide and install the duct for the primary cable from the pad to the origin of the underground run (when required), and all duct and cable for secondary service from the secondary terminals of the transformers to the service entrance equipment.
  - c. All work, by both parties, will be performed in accordance with specifications of the Cooperative.

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

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

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

The owner or developer will furnish, without cost to the Cooperative, necessary easements and rights-of-way. The owner or developer will be required to have the rights-of-way and all streets, alleys, sidewalks and driveway entrances graded to final grade, and will have lot lines established, before construction of the electrical distribution system begins.

The type of construction and the location of said facilities will be at the option of the Cooperative. Should the owner or developer desire changes in either location or type of construction, such installations will be made only upon the owner or developer paying to the Cooperative the estimated additional cost incurred thereby.

The Cooperative shall have the option of placing transformers above ground on pads of its specification and/or design, or underground, and in enclosures of its specification and/or design, as the Cooperative in its sole discretion may determine to be practicable.

Shrubs, trees and grass sod requiring protection during the installation of the underground service will be the responsibility of the owner or developer, and the owner or developer will hold the Cooperative and/or its subcontractors harmless against any claims for such damage. It will be the responsibility of the owner or developer to reseed and/or maintain the trench cover.

**108 Standard Supply Voltages.** One system of alternating current, 60 hertz, is supplied through-out the Cooperative's system.

The voltage, number of phases, and type of metering which will be supplied depend upon the Cooperative's facilities available and upon the characteristic, size and location of the load to be served. Therefore, the member shall consult the Cooperative before proceeding with the purchase or installation of wiring or equipment. To avoid misunderstanding, this information should be in writing.

The standard secondary voltages described below are nominal and are subject to a plus or minus 10 percent variation:

- Single-phase, 2 wire, 120 volts
- Single-phase, 3 wire, 120/240 volts
- Three-phase, 4 wire, 120/208 volts
- Three-phase, 4 wire, 120/240 volts
- Three-phase, 4 wire, 480 volts
- Three-phase, 4 wire, 277/480 volts

**109 Service Interruptions.** The Cooperative does not guarantee continuous and uninterrupted electric service and will not be liable for loss or damage to any member's equipment caused by any failure to supply electricity or by an interruption or reversal of the supply of electricity, if due to any cause beyond the reasonable control of the Cooperative.

The member should notify the Cooperative promptly of any defect in service or of any trouble or irregularity in the electric supply.

Whenever service is interrupted for work on lines or equipment, such work shall be done, as far as practicable, at a time that will cause the least inconvenience to the member. The member to be affected by such interruptions shall, if practicable, be notified in advance.

**110 Standby Power.** No electric power sold by the Cooperative shall be used as reserve or standby service, or in any way in conjunction with any other source of power, without the Cooperative's prior written consent.

**111 Resale of Power.** Members shall not directly, or indirectly, resell electric energy for any purpose, except in the case of rental facilities. Members shall not divert electric energy to other premises or use it for purposes other than those permitted by the bylaws, rules and regulations of the Cooperative, and by state or local laws, rules and codes.

**112 Office and Service Hours.** The Cooperative's general office is at Marietta, Georgia. The office is open for business between the hours of 8 a.m. and 5 p.m., Monday through Friday. Routine and regular service work shall be performed during the hours of 8 a.m. and 5 p.m. Monday through Friday only, except that no routine and regular service work will be performed on holidays observed during this period. Service work for unusual conditions or circumstances may be arranged where necessary at other times upon request. All reconnections made at any time other than normal service hours, shall obligate the consumer for overtime labor costs involved, which will be covered through payment of a designated service charge. Emergency service work is performed 24 hours a day, seven days a week.

Service personnel may be reached by calling the Cooperative's general office at (770) 429-2100.

**113 Prior Debts.** The Cooperative shall not be required to furnish service to an applicant who, at the time of such application, is indebted to the Cooperative for service previously furnished applicant or furnished any other member of applicant's household or business until such indebtedness has been satisfied.

## **200 SERVICE CONNECTIONS, MEMBER WIRING & MEMBER EQUIPMENT**

### **201 Service Connections.**

- A. Overhead Residential.** The Cooperative will furnish and install the overhead service conductors from its pole to the weatherhead and will make the connections between the Cooperative's conductors and the member's conductors (coming out of the weatherhead). The Cooperative will supply the meter cabinet, with the member responsible for having the meter cabinet installed and keeping it maintained in accordance with the National Electrical Code, the Cooperative's requirements, and any state or local laws, codes or ordinances.

The weatherhead furnished by the member must be located at a point where the Cooperative facilities can be constructed at reasonable cost and in accordance with sound engineering practices. The Cooperative reserves the right to designate the location of the point where attachments and meters will be located.

The Cooperative's responsibility for installation and/or maintenance of service facilities shall not extend beyond the point where the Cooperative makes connections between its conductors and the member's conductors at the weatherhead .

- B. Underground Residential.** The Cooperative will furnish and install the underground service conductors from the transformer to the top connections in the meter cabinet. The Cooperative will supply the meter cabinet, and the member is responsible for having the meter cabinet installed and keeping it maintained in accordance with the National Electrical Code, the Cooperative's requirements, and any state or local laws, codes or ordinances.

The location of the meter cabinet must be at a point where the Cooperative facilities can be constructed at reasonable cost, and in accordance with sound engineering practices. The Cooperative reserves the right to designate the location of the point where attachments and meters will be located.

The Cooperative's responsibility for installation and/or maintenance of service facilities shall not extend beyond the point of its connection in the meter cabinet.

- C. **General.** No more than one residence may be served through one meter, except that apartments and mobile home parks may be served through a central meter where the cost of utilities is included in the rent charged the occupants.

Should the member request, the Cooperative may install facilities in excess of those provided for in this policy. The service facilities will be furnished on a direct cost, plus appropriate overhead charges. All service facilities and equipment constructed and installed by the Cooperative shall remain the sole property of the Cooperative and shall not become part of the property or premises to which said facilities are attached or on which said facilities are constructed.

**202 General Wiring Requirements.** 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 Electrical Code, the Cooperative, any applicable state authority, and in accordance with the limitations of municipal and/or county authorities having jurisdiction. Each member shall be responsible for, and shall indemnify the Cooperative, and any other person, against injury, loss or damage resulting from any defect in, or improper use or maintenance of, such premises and all wiring and apparatus connected thereto or used thereon. In no event shall the responsibility of the Cooperative extend beyond the point at which its service wires are attached to the meter loop provided for measuring electricity used on such premises.

### **203 Member Equipment.**

- A. **Electric Motors.** The Cooperative should always be consulted on motor installations. The maximum permissible size depends upon the member's location on the distribution system and the capacity of the circuit.

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

All motors should be provided with devices that will protect the motor against overload or short circuit. All three phase motors shall have overload devices on each of the three phase wires to insure proper protection for the motor. Motors that cannot be safely subjected to full voltage at starting should be provided with a device to insure that, on the failure of the supply voltage, the motor will be disconnected from the line.

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

- B. **Electric Generators.** Where auxiliary or standby service is installed by the member to provide emergency power, parallel operation of the member's generating equipment with the Cooperative's system will not be allowed, except in cases of prior approval of the Cooperative's Engineering Department. A double throw switch must be used to prevent possible injury to Cooperative workmen by making it impossible for power to be fed back into the main line from the emergency generator.
  
- C. **Electric Welders and Miscellaneous Devices.** Members desiring to operate electric welders or other devices with high inrush or fluctuating currents must supply the Cooperative with information regarding the electrical characteristics of the equipment. Service will not be allowed to equipment which adversely affects the Cooperative's equipment or the service to other members. The Cooperative must be consulted before the purchase or installation of the equipment.
  
- D. **Member Responsibility for Protective Devices.** All protective devices required by these regulations shall be provided by the member and at the member's sole expense.

**204 Power Factor Corrections.** The maintenance of high power factor is of primary importance in the economic operations and maintenance of the distribution system. Underloaded motors contribute largely to the creation of low power factor unfavorable to both the Cooperative and the member.

Where the over-all power factor of the member's load is less than 85 percent lagging, the Cooperative may require the member to install at his own expense, the equipment to correct the power factor. The Cooperative reserves the right to measure the power factor at any time.

**205 Multi-Phase Service.** When multi-phase service is furnished, the member will, at all times, maintain a reasonable balance of load between the phases.

## 300 METERING

### 301 Electric Meters.

- A. **Residential Accounts.** All electric meters shall be installed on an exterior surface in an appropriate meter base approximately at eye level, and in no case more than six (6) feet nor less than two and one half (2 1/2) feet above finished grade at a point designated by a representative of the Cooperative. The Cooperative will furnish such metering equipment as is necessary to measure the electric service, supplied in accordance with the applicable rate schedule. For large single phase installations of over 200 amps capacity, and for three phase installations, the Cooperative shall specify the type of metering equipment required before installation of same. In case of new line construction requiring the relocation of the meter, said relocation shall be at the expense of the Cooperative. In cases of remodeling by member where meter will be enclosed, the member will bear the expense of relocating the meter to an exterior wall.

**B. Commercial Accounts.** Meters may be installed in an appropriate meter room, approximately at eye level, provided the Cooperative is given reasonable access at all times.

**302 Meter Reading.** Cobb EMC representatives read the meters on the system each month. Actual reading dates are determined by the billing cycles to which members' accounts are assigned. If for some reason the meter reader cannot gain access to the meter (see section 500) the meter reading and corresponding usage for the month will be estimated based on the member's previous usage. Since meter readings are continuous from month to month, any error in such estimate will automatically be corrected in the next subsequent month when the meter is actually read.

**303 Incorrect Reading of Meter.** Corrections shall be made whenever meters are incorrectly read. The correct reading shall be ascertained whenever possible, and the bills will be recalculated as nearly as possible to reflect the correct usage.

**304 Failure of Meter to Register Correctly.** If a meter fails to register correctly, the member will be billed on an estimated consumption, which will be based on the previous use of the member. Consideration will be given to consumption in months immediately preceding, consumption in similar periods of other years, comparative uses and sizes of connected loads, and other relevant facts.

**305 Meter Tests.** The Cooperative shall test meters for members upon request and payment of a designated fee to help defray the cost of this service. If the meter, upon testing, is found to be more than two percent (+ or -) in error, the member's bill for the three previous months will be adjusted and the fee will be refunded or credited to the member's account for electric service.

**306 Separate Meter for Each Residential Service.** A separate meter shall be used at each separate premise for measuring electric service to each member except for apartments and mobile home parks that are presently served through a central meter where the cost of the utilities is reflected in the rent charged the occupants. Meter readings will not be consolidated for the same member at different premises, or for several members on the same or different premises.

Each metered service shall be billed at the prescribed service schedule and service supplied through more than one meter, at the same or different locations, shall not be combined and billed under one service schedule.

## **400 BILLING**

**401 Billing Period and Payment of Bills.** Electric bills will be rendered monthly in nineteen cycles according to the service areas. Except for the senior's plan and wholesale power adjustment which are net, rates are gross and will be discounted 5%, if payment is received in our office within 15 days from the billing date. When payment is not received by 15 days from billing date of next month, the account will be handled for collection of the total amount due, and disconnected, if not paid. A "subject to disconnect" date will be shown on the bill. If payment is not received before this date, service will be subject to disconnection. Any accounts which are left unpaid for more than 30 days shall accrue interest at a rate not to exceed the maximum legal limit in the State of Georgia, compounded annually.

Where a member has two or more accounts, any undesignated payment received shall be deemed to be paid on a pro rata basis for all accounts, notwithstanding the fact that the Cooperative maintains its records for accounts separately.

**402 Collecting. Disconnect for Failure to Pay and Reconnection Fees.** Should it become necessary to handle an account for collection in accordance with Section 401 a collection fee will be charged at the time of disconnect. If a member's meter is disconnected because of non-payment, a reconnection fee must be paid to have the service restored during normal office hours. An additional service charge will apply if service is reconnected during other than normal working hours. An additional security deposit may also be required.

**403 Other Reasons for Disconnection.**

- A. Cobb EMC reserves the right to disconnect electric service to any member immediately, and without notice, for any of the following reasons:
  - 1. fraudulent representation as to the use of electric service;
  - 2. discovery of a condition determined by the Cooperative to be hazardous;
  - 3. repairs or emergency operations;
  - 4. unavoidable shortage or interruptions in the Cooperative's source of supply;
  - 5. whenever such action is necessary to protect the Cooperative from fraud or abuse;
  - 6. upon cancellation of contract and vacating of premises by the member;
  - 7. abuse or tampering with service wires, connections, meters, seals, or any other facilities belonging to Cooperative;
  - 8. diversion of electric current or any unauthorized electrical connection;
  - 9. the use of equipment which adversely affects Cobb EMC's service to its other members.
  
- B. In addition, Cobb EMC reserves the right to discontinue service **with reasonable notice** for any of the following reasons:
  - 1. non-payment of electric bill within the established collection period;
  - 2. if entry to its meter or meters is refused or if access thereto is obstructed or hazardous;
  - 3. failure to install meter base on an outside wall of the structure being served to permit access to the meter at all times;
  - 4. where a member's equipment or wiring, or Cobb EMC's equipment or lines, are creating or contributing to a hazardous condition;

5. violation of and/or non-compliance with any applicable state or other local laws, regulations and/or codes pertaining to electric service;
6. for non-compliance with bylaws and/or rules and regulations of the Cooperative.

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

**404 Extension of Credit.** The Cooperative may deviate from its policy on cut-offs for delinquent bills only in accordance with the following standards:

- A. when it is determined that enforcement of the policy will constitute an undue hardship in relation to the amount of the delinquent bill, or that extension of credit for a fixed time, or arrangement for installment payment of the bill will not unduly impair the Cooperative's ability to effectuate final collection of the bill; or
- B. when the member involved establishes, to the satisfaction of the Cooperative, his failure to pay the bill has resulted from some mistake on the Cooperative's part or some mistake for which the member was not responsible; or
- C. when the involved bill is a final bill covering service to a farm, house, or other residential account and the main building thereof has been destroyed by fire, not caused by act of arson on the part of the member or his family; or
- D. when to disconnect service might pose immediate danger to the member, or other persons due, to illness, or when the household is immediately and directly affected by a death.

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

**501 Member to Grant Easements to Cooperative.** Each member shall, upon being requested to do so by the Cooperative, execute and deliver to the Cooperative, grants of easement or rights of way, without cost or charge, over, on, and under such lands owned by the member and in accordance with such reasonable terms and conditions, as the Cooperative shall require, for the furnishing of electric service to him, or other members or for the construction, operation, maintenance or relocation of the Cooperative's electric facilities.

**502 Right of Access.** Cooperative's identified employees or contractorss shall have the right of access to members' premises at all reasonable time for the purpose of reading meters, testing, repairing, removing, maintaining or exchanging any or all equipment and facilities which are the property of the Cooperative and at all times in the event of an emergency such as service interruptions.

**503 Cooperative Property.** All meters, service connections, and other equipment furnished by the Cooperative shall be, and remain, the property of the Cooperative. The member shall exercise proper care to protect the property of the Cooperative on his premises and, in the event of loss or damage to the Cooperative's property arising from neglect of the member to care for same, the cost of necessary repairs or replacement shall be paid by the member.

**600 MISCELLANEOUS**

**601 Scheduled Outages.** Although the greater part of the Cooperative's line maintenance and repair work is done with lines energized, there exists requirements for outages due to some work on lines. Such work shall be done, as far as possible, at a time which will cause the least inconvenience to the members. The members to be affected by such interruptions shall, if practicable, be notified in advance.

**602 Line and Facilities Relocation.** In the event the location of the Cooperative's lines and facilities interfere with the use of the property on which they are located, the Cooperative will, upon the request of the property owner, reasonably relocate such lines and facilities, if the member agrees to pay the actual cost involved, except in instances where it would be to the advantage of the Cooperative to make such relocation.

**603 No Prejudice of Rights.** The failure by the Cooperative to enforce any of the terms of these Service Rules and Regulations shall not be deemed as a waiver of the Cooperative's right to do so.

**604 General Conditions for Member Withdrawal.** A member may voluntarily withdraw in good standing from membership upon compliance with the generally applicable conditions set forth following:

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

1. removal to other premises not furnished service by the Cooperative; or
2. ceasing to use any central station electric service whatever at any of the premises to which such service has been furnished by the Cooperative pursuant to his membership.

Upon such withdrawal, the member shall be entitled to refund of his membership fee and any service security deposit then held by the Cooperative.

## STATEMENT OF NONDISCRIMINATION

Cobb Electric Membership Corporation is subject to the provisions of Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended and the Age Discrimination Act of 1975, as amended, which provide that no person in the United States on the basis of race, color, national origin, age, or handicap shall be excluded from participation in, admission or access to, denied the benefits of, or otherwise be subjected to discrimination under any of this organization's programs or activities.

The person responsible for coordinating this organization's nondiscrimination compliance efforts is R. L. Elsberry, Senior Vice President Member Relations. Any individual, or specific class of individuals, who feels that this organization has subjected them to discrimination, may obtain further information about the statutes and regulations listed above from, and/or file a written complaint with, this organization, or the Secretary, U.S. Department of Agriculture, Washington, DC 20250. Complaints must be filed within 180 days after the alleged discrimination. Confidentiality will be maintained to the extent possible.

**Cobb Electric Membership Corporation**  
1000 EMC Parkway, P. O. Box 369  
Marietta, Georgia 30061  
www.cobbemc.com

**(770) 429-2100**  
**(770) 424-8618 FAX**

### **Interactive Voice Response Telephone System**

Because we are always looking for ways to serve you better, we have installed an Interactive Voice Response (IVR) telephone answering system. This system will enable you to apply for service connection or disconnection, obtain account information, learn about energy saving opportunities, get general information about Cobb EMC, including directions to the facility and hours of operation, and report power outages, hazardous situations, and problems with streetlights. To make it work for you, *we must have a current phone number for your service address.* You may update your phone number in the system by calling 770-429-2100 and following the prompts or by mailing that information to Cobb EMC, P.O. Box 369, Marietta, Georgia 30061, Attn: Customer Service.

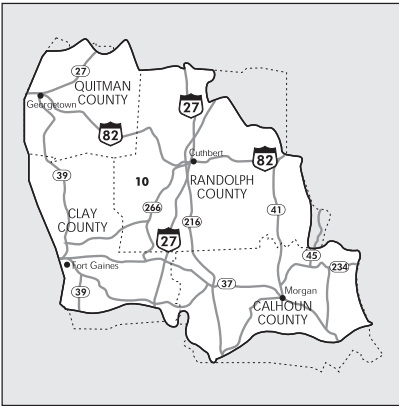
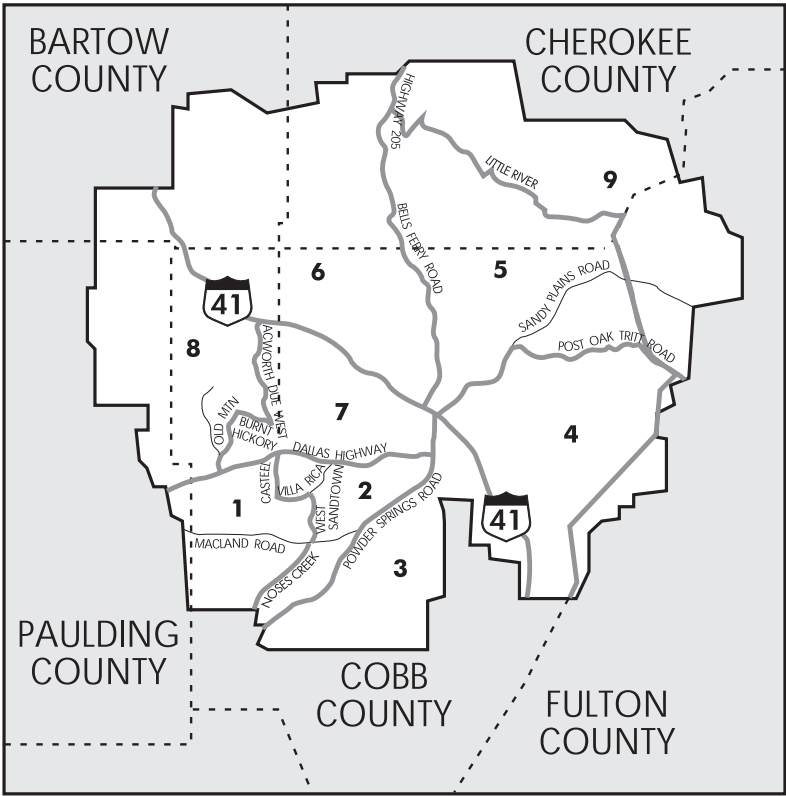
**Office Hours:**  
Monday-Friday, 8:00 a.m. to 5:00 p.m.

**Drive Through Hours:**  
Monday-Friday, 8:00 a.m. to 5:00 p.m.

**Emergency Service:**  
Available 24 hours a day, 365 days a year

**(770) 429-2110**                      Emergency number

# Cobb EMC Service Area





P. O. Box 369  
Marietta, Georgia 30061  
(770) 429-2100

Cobb Electric Membership Corporation is an equal opportunity employer. M/FH/V