

# **CORPORATE BYLAWS**



## **WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE, INC.**

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Your Touchstone Energy®  
Cooperative



April 2011

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# ■ ARTICLE I

## MEMBERSHIP

### **SECTION 1.01. Eligibility.**

Any natural person, firm, association, corporation, business trust, partnership, Federal agency, state or political subdivision or agency thereof or any body politic or subdivision thereof (each hereinafter referred to as "person," "applicant," "him," or "his") shall be eligible to become a member of, and, at one or more premises owned or directly occupied or used by him, to receive electric service from, Withlacoochee River Electric Cooperative, Inc. (hereinafter called the "Cooperative"). No person shall hold more than one membership in the Cooperative, and no membership in the Cooperative shall be transferable, except as provided in these bylaws.

### **SECTION 1.02. Application for Membership; Renewal of Prior Application.**

Application for membership – pursuant to which the applicant agrees to purchase electric power and energy from the Cooperative and to be bound by and to comply with all of the other provisions of the Cooperative's articles of incorporation and bylaws, and all rules, regulations and rate schedules established pursuant thereto, as all the same then exists or may thereafter be adopted or amended (the obligation embraced by such agreement being hereinafter called "membership obligations") - shall be made on such form or in such manner as is provided by the Cooperative. With respect to any particular classification of service for which the Board of Trustees (hereinafter called the "Board") shall require it, such application shall be accompanied by a supplemental contract, executed by the applicant on such form as is provided therefore by the Cooperative. The membership application shall be accompanied by the membership fee provided for in Section 1.03 (together with any service security deposit, service connection deposit or fee, facilities extension deposit, contribution in aid of construction, or executed supplemental contract that may be required by the Cooperative), which fee (and such security deposit, service connection deposit or fee, facilities extension deposit, or contribution in aid of construction, if any) shall be refunded in the event the application is not approved. Any former member of the Cooperative may, by the act of paying a new membership fee and any outstanding account, plus accrued interest, compounded annually, at a rate not to exceed that provided by law, owed by him to the Cooperative (together with any service security deposit, service connection deposit or fee, facilities extension deposit, contribution in aid of construction or executed supplemental contract that may be required by the Cooperative), renew and reactivate any prior application for membership to the same effect as though the application had been newly made on the date of such payment.

### **SECTION 1.03. Membership Fee; Service Security Deposit.**

The membership fee for Class A Memberships, shall be five (\$5) dollars. Membership fees for all other classes of members of the Cooperative shall be set by the Board of Trustees. The membership fee, together with any service security deposit, service connection deposit or fee, facilities extension deposit, or contribution in aid of

construction, or any combination thereof, if required by the Cooperative, shall entitle the member to one service connection. A service connection fee as specified in the Service Rules & Regulations (together with a service security deposit, a facilities extension deposit or a contribution in aid of construction, if required by the Cooperative) shall be paid by the member for each additional service connection requested by him.

#### **SECTION 1.04. Joint Membership.**

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

- (a) The presence at a meeting of any or all shall constitute the presence of one member and a joint waiver of notice of the meeting;
- (b) The vote of any separately or all jointly shall constitute, respectively, one joint vote;
- (c) Notice to, or waiver of notice signed or otherwise effected by, any or all shall constitute, respectively, a joint notice or waiver of notice; and
- (d) Suspension or termination in any manner of any shall constitute, respectively, suspension or termination of the joint membership.

#### **SECTION 1.05. Acceptance Into Membership.**

Any applicant shall not become a member unless and until such applicant has been accepted for membership by the Board of Trustees or the members. Any applicant whose application has been submitted to but not approved by the Board for sixty (60) days or longer, may be filing written request therefore, with the Cooperative at least sixty (60) days prior to the next meeting of the members, have such applicant's application submitted to be approved or disapproved by the vote of the members at such meeting, at which the applicant shall be entitled to be present and be heard.

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

The Cooperative shall use its best efforts to furnish its members with adequate and dependable electric service, although it cannot and does not guarantee a continuous and uninterrupted supply thereof; and each member, for so long as such premises are owned or directly occupied or used by him, shall purchase from the Cooperative all central station electric power and energy purchased for use on all premises to which electric service has been furnished by the Cooperative pursuant to his membership, unless and except to the

extent that the Board may in writing waive such requirement; and shall pay therefore at the times, and in accordance with the rules, regulations, and rate schedules (including any monthly minimum amount that may be charged without regard to the amount of electric power and energy actually used) established by the Board, and, if in effect, in accordance with the provisions of any supplemental contract that may have been entered into as provided for in Section 1.02. Production or use of electric energy on such premises, regardless of the source thereof, by means of facilities which shall be interconnected with Cooperative facilities, shall be subject to appropriate regulations as shall be fixed from time to time by the Cooperative. Each member shall also pay all other amounts owed by him to the Cooperative as and when the same shall become due and payable. When the member has more than one service connection for the Cooperative, any payment for service to him by the Cooperative shall be deemed to be allocated and credited on a pro rata basis to his outstanding accounts for all such service connections, notwithstanding that the Cooperative's actual accounting procedures do not reflect such allocation and proration.

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

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

**SECTION 1.08. Member to Grant Easements to Cooperative and to Participate in Cooperative Load Management Programs if Required.**

Each member shall, upon being requested so to do by the Cooperative, execute and deliver to the Cooperative grants of easement or right-of-way over, under and on such lands owned or leased by or mortgaged to the member, and in accordance with such reasonable terms and conditions, as the Cooperative shall require for furnishing of electric service to him, or for the construction, operation, maintenance or relocation of the Cooperative's electric facilities. Each member shall, upon being requested so to do by the Cooperative, participate in any program initiated by the Cooperative to enhance load management or more efficiently to utilize or conserve electric energy.

**SECTION 1.09. Rights of Certain Members to Challenge Individual Metering of Certain Types of Multi-Unit Buildings and Other Facilities.**

Individual electric metering by the utility shall be required for each separate occupancy unit of new commercial establishments, residential buildings, condominiums, cooperatives, marinas, and trailer, mobile home, and recreational vehicle parks. Provided however, the Cooperative may determine, in its sole discretion, that individual electric metering shall not be required for those facilities for which individual electric metering is not required under Sub-section (5)(a)

of Section 25-6.049 of the Florida Administrative Code as it existed on March 1, 2002. The Cooperative may take into account relevant economic considerations in exercising its discretion. Individual electric meters shall not, however, be required for those facilities which are not currently individually metered. A member who owns or operates a multi-unit building or other facility described in this Section may first submit a written request to the General Manager of the Cooperative, and thereafter, if applicable, to the Board of Trustees for authorization by the Cooperative to implement master metering of such building or facility on a prospective basis. The General Manager and, if applicable, the Board of Trustees, shall rule on the request pursuant to the procedures, criteria and requirements set forth in the Cooperative's Tariff as amended from time to time.

### **SECTION 1.10. Member Owned Equipment.**

**A. Connections to Cooperative Equipment.** Except as otherwise provided by the Board, before member equipment is connected to Cooperative's equipment, the Cooperative must approve the connection in writing. Before and while member equipment is connected to Cooperative equipment, the member:

- (1) shall comply with, and shall ensure that the member equipment, the connection, and any act or omission regarding the member equipment and the connection shall comply with the terms, conditions, requirements, and procedures required by the Cooperative regarding the member equipment and the connection (Member Owned Equipment Policy);
- (2) shall comply with, and shall ensure that the member equipment and the connection do not adversely impact the Cooperative's ability to safely, reliably, and efficiently operate the Cooperative or provide a Cooperative service;
- (3) grants the Cooperative the right to inspect the member equipment and the connection to determine whether they comply with the Member Owned Equipment Policy;
- (4) grants the Cooperative the right to disconnect or temporarily operate member equipment that does not comply with the Member Owned Equipment Policy or that adversely impacts the Cooperative's ability to safely, reliably, and efficiently operate the Cooperative or provide a Cooperative service;

If member equipment is connected to Cooperative equipment, then: (1) the member is, but the Cooperative is not, responsible for designing, installing, operating, maintaining, inspecting, repairing, replacing, and removing the member equipment; (2) the Cooperative is not liable for damage to, or for the performance of, the member equipment; (3) the Cooperative is not liable for damage to member property; (4) the member is responsible for knowing the concerns, risks, and issues associated with operating the member equipment and connecting the member equipment to Cooperative equipment; (5) the member is liable for damage to, and for the nonperformance of, the Cooperative equipment caused by the member equipment or the

connection; and (6) the member is liable for, and must indemnify the Cooperative against, injury or death to any person and damage to any property caused by, or resulting from, the member equipment or the connection.

**B. Suspension or Termination of Cooperative Service.** After providing a member reasonable notice and an opportunity to comment orally or in writing, the Cooperative may suspend or terminate service to the member. Without providing a member notice or an opportunity to comment, the Cooperative may suspend or terminate service to the member upon determining or discovering:

- (1) that Cooperative equipment used to provide the Cooperative service has been tampered with, altered, interfered with, damaged, or impaired;
- (2) that member equipment connected to Cooperative equipment adversely impacts the Cooperative's ability to safely, reliably, and efficiently operate the Cooperative or provide a Cooperative service;
- (3) the unsafe condition of Cooperative equipment or member equipment connected to Cooperative equipment; or
- (4) an imminent hazard or danger posed by Cooperative equipment or member equipment connected to Cooperative equipment.

### **SECTION 1.11. Membership Classes.**

There shall be four classes of membership in the Cooperative. These classes shall reflect the level of participation in the Cooperative and the type of services and products a member utilizes and receives from the Cooperative as a result of the membership in the Cooperative.

These classes of membership shall be as follows:

- (a) **CLASS A MEMBERSHIP.** A Class A member shall purchase all of his electric energy from the Cooperative and shall utilize the Cooperative's facilities for the delivery of said energy.
- (b) **CLASS B MEMBERSHIP.** A Class B member of the Cooperative is a member who purchases electric energy from the Cooperative under a Transmission Voltage Service rate schedule for delivery within the Cooperative's service area.
- (c) **CLASS C MEMBERSHIP.** A Class C member of the Cooperative is one that supplies electric energy to members of the Cooperative, utilizing the Cooperative's delivery facilities.
- (d) **CLASS D MEMBERSHIP.** A Class D member of the Cooperative is a member who receives only non-electric services from the Cooperative delivered to him by the Cooperative.

In classifying or reclassifying members: (1) A member may not be a

member of more than one Member Class; and (2) upon the Cooperative learning that a member is no longer qualified to be a member of a Member Class, the Cooperative may reclassify the Member.

Except as otherwise provided in these bylaws, a member includes all Member Classes and all Members have the same rights and obligations. Capital credits shall be calculated and distributed to each membership class pursuant to the requirements of Article VIII of these bylaws. Initial membership fees for each class of membership, other than the Class A membership fee, shall be determined and set by the Board of Trustees of the Cooperative. The determination of the amount of capital credits allocated and distributed to each class of membership shall be made annually by the Board of Trustees of the Cooperative.

## ■ ARTICLE II

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### MEMBERSHIP SUSPENSION AND TERMINATION

#### **SECTION 2.01. Suspension; Reinstatement.**

Upon his failure, after the expiration of the initial time limit prescribed in the Cooperative's generally publicized applicable rules and regulations, to pay the amounts due the Cooperative or to cease any other non-compliance with his membership obligations, a person's membership shall, at the Cooperative's option, automatically be suspended; and he shall not during such suspension be entitled to receive electric service from the Cooperative or to cast a vote at any meeting of the members. The suspension or the termination of a Member does not release the Member from any debts, liabilities, or obligations owed to the Cooperative. In addition, a suspended or terminated Member shall be responsible to reimburse the Cooperative for the Cooperative's collection costs including, but not limited to, reasonable attorneys' fees that the Cooperative incurs to collect any debts, liabilities, or obligations that such suspended or terminated Member owes the Cooperative. Payment of all amounts due the Cooperative, including any additional charges required for such reinstatement, and/or cessation of any other non-compliance with his membership obligations, within the final time limit provided in such notice or rules and regulations shall automatically reinstate the membership, in which event the member shall thereafter be entitled to receive electric service from the Cooperative and to vote at the meeting of its members.

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

Upon the failure of a suspended member to be automatically reinstated to membership, as provided in Section 2.01, he may, without further notice, but only after due hearing before the Board if such is requested by him be expelled by the affirmative votes of a majority of the total Trustees in office at any subsequently held regular or special meeting of the Board. Any person so expelled may, by deliver-

ing written notice to that effect to the Cooperative not less than sixty (60) days prior to the next meeting of the members, appeal to and be present and heard at such meeting, which may vote approval of such expulsion or disapproval thereof, in which latter event such person's membership shall be reinstated retroactively to the date of his expulsion. After any finally effective expulsion of a member, he may not again become a member except upon new application therefore duly approved as provided for in Section 1.05. The Board, upon principles of general application in such cases, may establish such additional terms and conditions for renewed membership as it determines to be reasonably necessary to assure their applicant's compliance with all his membership obligations.

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

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

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

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

### **SECTION 2.05. Effect of Termination.**

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

**SECTION 2.06. Effect of Death, Legal Separation or Divorce Upon a Joint Membership.**

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

**■ ARTICLE III**

**MEETINGS OF MEMBERS**

**SECTION 3.01. Annual Meeting.**

For the purposes of hearing and passing upon reports covering the previous fiscal year, announcing the results of trustee elections, and transacting such other business as may properly come before the meeting, the annual meeting of the members shall be held each year in the month of April, on the date and at such place in one of the counties in which the Cooperative operates, and beginning at such hour as the Board shall from year to year fix; provided, that for good cause the Board of Trustees may fix a different date for such annual meeting not more than sixty (60) days prior or subsequent to the date established for such meeting in this section. It shall be the responsibility of the Board to make adequate plans and preparations for the annual meeting. Failure to hold the annual meeting at the designated time and place shall not work a forfeiture or dissolution of the Cooperative.

**SECTION 3.02. Special Meetings.**

A special meeting of the members may be called by resolution of the Board of Trustees, or by the President, or by a least ten per centum (10%) of all members, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided in Section 3.03. Such a meeting shall be held at such place, in such one of the counties in which the Cooperative operates, on such date, and beginning at such hour as shall have been designed by those calling the same.

**SECTION 3.03. Notice of Member Meetings.**

Written or printed notice stating the place, day and hour of the meeting, and in the case of a special meeting or of an annual meeting at which business requiring special notice is to be transacted, the purpose or purposes of the meeting shall be delivered to each member not less than ten (10) nor more than seventy-five (75) days before the date of the meeting, by any reasonable means, by or at the direction of the President, Secretary or other officer or persons calling the meeting. Reasonable means of providing such notice shall include but not be limited to United States mail, personal delivery, the Cooperative's monthly newsletter, or member service billings. No

matter, which requires, as provided by law or these bylaws, the affirmative votes of at least a clear majority of all the Cooperative's members, shall be acted upon at any meeting of the members unless notice of such matter shall have been contained in the notice of the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears on the records of the Cooperative, with postage thereon prepaid, and, whether mailed first-class or not, postmarked at least ten (10) days prior to the meeting date. In making such computation, the date of the meeting shall not be counted. The incidental and non-intended failure of any member to receive such notice shall not invalidate any action which may be taken by the members at any such meeting, and the attendance in person of a member at any meeting of the members shall constitute a waiver of notice of such meeting unless such attendance shall be for the express purpose of objecting to the transaction of any business, or one or more items of business, on the ground that the meeting shall not have been lawfully called or convened. Any member attending any meetings for the purpose of making such objection shall notify the Secretary prior to or at the beginning of the meeting of his objection.

#### **SECTION 3.04. Quorum.**

The presence in person of at least one per centum (1%) of the total members of the Cooperative shall be required for the transaction of business at any meeting of the members, provided, however, that members voting by mail in an election of trustees shall be counted as present in person for the determination of a quorum as provided by law. If less than a quorum is counted in person and by mail, a majority of those present may adjourn the meeting to another time and date, not less than sixty (60) days later, and to any place selected by the Board of Trustees within one of the counties served by the Cooperative; provided, that the Secretary shall notify any absent members of the time, date and place of such adjourned meeting by delivering notice thereof as provided in Section 3.03. Those members balloting by mail shall be counted in determining a quorum.

#### **SECTION 3.05. Teller Committee.**

The General Manager shall, at least ten (10) days before any meeting of the members, appoint a Teller Committee consisting of an uneven number of members, not less than five (5) nor more than fifteen (15), who are not themselves, and who are not close relatives or members of the same household of, existing Trustees or candidates for Trustees to be elected at such meeting. In appointing the Committee, the General Manager shall have regard for equitable representation of the several areas served by the Cooperative. A majority of the Committee members shall constitute a quorum. The Committee shall elect its own Chairman and Secretary prior to the member meeting. It shall be the responsibility of the Committee to count all ballots or other votes cast in any election.

#### **SECTION 3.06. Voting.**

Each member present who is not in a status of suspension as provided for in Section 2.01 shall be entitled to one vote and no more upon

each matter submitted to a vote or at any meeting of the members. Voting by members other than natural persons shall be allowed upon the presentation to the Cooperative, prior to, or upon registration at, each member meeting, of satisfactory evidence entitling the person presenting the same to vote. At all meetings of the members, all questions shall be decided by a majority of the members voting thereon, except as otherwise provided by law or by the Cooperative's articles of incorporation or these bylaws. Voting by proxy shall not be permitted.

### **SECTION 3.07. Order of Business.**

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

- (1) Report as to the number of members present, and the number voting by mail ballot, in order to determine the existence of a quorum;
- (2) Reading of the notice of the meeting and proof of the due giving thereof, or the waiver or waivers of notice of the meeting, as the case may be;
- (3) Reading of unapproved minutes of previous meetings of the members and taking any necessary action thereon;
- (4) Presentation and consideration of reports of officers, Trustees and committees;
- (5) Announcement of results of election of Board members;
- (6) Unfinished business;
- (7) New business; and
- (8) Adjournment.

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

## **■ ARTICLE IV**

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### **TRUSTEES**

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

The business and affairs of the Cooperative shall be managed by a Board of nine (9) Trustees, which shall exercise all of the powers of the Cooperative except such as are by law, the articles of incorporation or these bylaws conferred upon or reserved to the members.

#### **SECTION 4.02. Qualifications.**

No person shall be eligible to become or remain a trustee of the Cooperative who is an employee of the Cooperative, or is not a member of the Cooperative and receiving service therefrom at his primary residential abode. No person shall be eligible for election to the

Board who, at the time of such election, is less than eighteen (18) years of age or who has not been a bona fide resident within the district he is seeking to represent for at least one year prior to the first day of the month designated in these bylaws as the month of the annual meeting of the members at which his election shall be held. No person shall be eligible to become or remain a Board member of, or to hold any other position of trust in, the Cooperative who is in any way employed by or financially interested in a competing enterprise; or a business selling electric energy or supplies to the Cooperative; or is the incumbent of, or a candidate for, an elective public office which pays compensation in excess of one hundred dollars (\$100) per year. Upon establishment of the fact that any person being considered for, or already holding, a Trusteeship or other position of trust in the Cooperative lacks eligibility under this section, it shall be the duty of the Board to withhold such nomination or position from such person, or to cause him to be removed therefrom as the case may be. Nothing contained in this section shall, or shall be construed to, affect in any manner whatsoever the validity of any action taken at any meeting of the Board, unless such action is taken with respect to a matter which is affected by the provisions of this section and in which one or more of the Trustees have an interest adverse to that of the Cooperative.

#### **SECTION 4.03. Election.**

Those members not in a status of suspension who reside or receive service within a Trustee District may vote in the election of the trustee to represent that Trustee District by mail ballot. Mail ballots shall be verified by notarization. For each Trustee District from which a trustee is to be elected, a ballot containing the names of nominees shall be delivered to each member eligible to vote thereon along with the notice of the annual member meeting. Each ballot shall be returned properly marked pursuant to appropriate instructions printed thereon, and the envelope containing the ballot signed by the member as his name appears in the Cooperative's records, and verified by a notary public; and, if mailed, received not later than five (5) days prior to the date of the annual member meeting. If hand-delivered, ballots, in order to be counted, shall be received at any office of the Cooperative no later than five (5) days prior to the date of the annual member meeting. The nominee receiving a plurality of the votes cast shall be elected Trustee for the District. Any tie vote shall, where necessary, be resolved by the drawing of lots. The results of the election shall be announced at the annual member meeting.

#### **SECTION 4.04. Tenure.**

Board members shall be elected on a staggered term basis so that three (3) shall be elected for three-year terms during one year, three (3) shall be elected for three-year terms during the succeeding year, and three (3) shall be elected for three-year terms during the succeeding year and so forth. Upon their election, Board members shall, subject to the provisions of these bylaws with respect to the removal of Board members, serve (only) until the annual meeting of the members of the year in which their term expires or until their successors shall have been elected and shall have qualified. Failure of an elec-

tion for a given year shall allow the incumbents whose position would have been voted on to hold over only until the next annual meeting.

#### **SECTION 4.05. Districts.**

The Trustees are hereby authorized to divide the entire area served by the Cooperative into as many geographical districts as there are Trustees. All candidates for trustees shall be nominated and elected from the geographic district where such candidate has his primary residential abode. Such districts may be amended, modified or changed from time to time by the Trustees; provided, however, that no resolution shall be adopted creating, changing or modifying such districts within ninety (90) days prior to the date of any annual meeting.

#### **SECTION 4.06. Nominations.**

It shall be the duty of the Board of Trustees to appoint, not less than ninety (90) nor more than one hundred twenty (120) days before the date of the meeting of the members at which Trustees are to be elected, a Committee on Nominations, consisting of nine (9) members (one from each of the Cooperative's nine [9] Trustee Districts), none of whom shall be an incumbent Board member, a known candidate for the Board, or a close relative of an incumbent Board member or of a known candidate for the Board. The Committee shall prepare and have posted at the principal office of the Cooperative, at least sixty (60) days before the meeting, the list of nominations for Board members to be elected, listing separately the nominee or nominees with respect to each district from which a Trustee is to be elected. The Committee may include more nominees than there are to be elected, but it shall show clearly which nominees are opposed with respect to the same Trustee District. Nominations may also be made by a petition by members residing or receiving service within the District from which a trustee is to be elected, signed by the greater of (a) three percent (3%) of the total number members who reside within the District as of December 31 of the preceding year or (b) five hundred (500) members who reside within the District, such petition to be delivered to the Secretary not less than sixty (60) days prior to the meeting at which elections are to be held, and the Secretary shall post such nominations at the same place where the list of nominations made by the Committee is posted. The Secretary shall be responsible for mailing with the notice of the meeting, or separately, but at least ten (10) days before the date of the meeting, a statement of the total number of Board members to be elected and the respective Trustee Districts from which they are to be elected, the names and addresses of all nominees, showing separately those nominated by the Committee and those nominated by petition, if any. Notwithstanding the provisions contained in this Section, failure to comply with any of such provisions shall not affect in any manner whatsoever the validity of any action taken by the Board after the election of Trustees.

#### **SECTION 4.07. Voting for Board Members; Validity of Board Action.**

In the election of Board members, each member residing or receiving

service within the Trustee District from or with respect to which a Board member is to be elected shall be entitled to cast one vote in the election of the Board member from or with respect to that District. Ballots marked in violation of the foregoing restrictions with respect to any Trustee District shall be invalid and shall not be counted with respect to that District. Notwithstanding the provisions contained in this section and in Section 4.06, failure to comply with any of such provisions shall not affect in any manner whatsoever the validity of any action taken by the Board after the election of Board members.

#### **SECTION 4.08. Removal of Board Members by Members.**

Any member residing within the same District as that served by a Board member may bring charges for cause against such Board member and may request the removal of such Board member by reason thereof by filing with the Secretary such charges in writing, together with a petition signed by not less than ten per centum (10%) of the membership residing within the District served by such Board member provided such petition is signed by not less than 500 of such members, calling for a special District meeting thereon, and specifying the date thereof not less than forty (40) days after the filing of such petition. Notice of such charge(s) verbatim, of the Board member against whom the charge(s) have been made and of the member(s) filing the charge(s) shall be contained in the notice for the District meeting, or separately notified to the members not less than five (5) days prior to the District member meeting at which the matter will be acted upon. Such Board member shall be informed in writing of such petition at least twenty (20) days prior to the District meeting of the members at which the charges are to be considered, 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 charge(s) shall have the same opportunity, but must be heard first. The question of the removal of the Board member shall be considered and voted upon at such meeting, and it shall require the affirmative votes of a majority of the members registered as present at the meeting and residing within the District to remove a Board member, but the number of such affirmative votes must be equal to or greater than five per centum (5%) of the total membership residing within the District but in no event less than 250 affirmative votes. District meetings required under this Section 4.08 shall be convened and conducted insofar as practical in the same manner as annual meetings of the membership.

#### **SECTION 4.09. Vacancies.**

A vacancy occurring in the Board of Trustees shall be filled by the affirmative vote of a majority of the remaining Board members. A Board member thus elected shall serve out the unexpired term of the Board member whose office was vacated until his successor is elected and qualified; provided, that such Board member shall be from or with respect to the same District as was the Board member whose office was vacated.

#### **SECTION 4.10. Compensation; Expenses.**

The trustees shall not receive any salary for their services as such, but

Board members shall, on a per diem basis, receive such compensation, which may include insurance benefits, as shall be fixed by resolution of the Board, and shall be reimbursed for such travel and out-of-pocket expenses as are actually, necessarily, and reasonably incurred in the performance of their duties. No Trustee shall receive compensation for serving the Cooperative in any other capacity.

#### **SECTION 4.11. Trustee Conduct.**

(a) **Trustee Standard of Conduct.** A Trustee is not deemed a fiduciary regarding the Cooperative or property held or administered by the Cooperative, including property potentially subject to restrictions imposed by the property's donor or transferor. A Trustee shall discharge the Trustee's duties, including duties as a Board committee member:

- (1) in good faith;
- (2) in a manner the Trustee reasonably believes to be in the Cooperative's best interests;
- (3) when becoming informed in connection with the Trustee's decision-making function or devoting attention to the Trustee's oversight function, with the care that an individual in a like position would reasonably believe appropriate under similar circumstances; and
- (4) in a manner in which the Trustee discloses or causes to be disclosed to other Trustee or Board committee members information not known by them, but known by the Trustee to be material to discharging their decision-making or oversight functions, except that disclosure is not required to the extent that the Trustee reasonably believes that disclosure would violate a duty imposed under law, a legally enforceable obligation of confidentiality, or a professional ethics rule.

(b) **Trustee Reliance on Others.** Unless a Trustee has knowledge making reliance unwarranted, then in discharging the Trustee's duties, including duties as a Board committee member, the Trustee may rely: (1) on the performance by any of the following individuals listed in (A) or (C) to whom the Board has formally or informally delegated the authority or duty to perform one or more of the Board's delegable functions; and (2) upon information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by any of the following individuals:

- (A) one or more Cooperative Officers or employees whom the Trustee reasonably believes to be reliable and competent in the functions performed or the information, opinions, reports, or statements provided;
- (B) legal counsel, public accountants, or other individuals retained by the Cooperative regarding matters involving skills or expertise the Trustee reasonably believes are matters within the individual's professional or expert competence and as to which the individual merits confi-

- denance; and
- (C) a Board committee of which the Trustee is not a member if the Trustee reasonably believes the Board committee merits confidence.

#### **SECTION 4.12. Board Audit Committee.**

The Board shall have an audit committee that is directly responsible for appointing, compensating, and overseeing the work of any registered public accounting firm employed by the Cooperative, including resolving disagreements between management and the auditor regarding financial reporting, for the purpose of preparing or issuing an audit report or related work, and each registered public accounting firm must report directly to the audit committee ("Board Audit Committee"). Each member of the Board Audit Committee: (1) must be a Trustee; and (2) other than in the capacity as a member, Trustee, or member of a Board Committee, must not accept any consulting, advisory, or other compensatory fee from the Cooperative. The Board Audit Committee may engage independent counsel and other advisers, as it determines necessary to carry out its duties.

The Cooperative shall provide for appropriate funding, as determined by the Board Audit Committee in its capacity as a committee of the Board, for compensating: (1) the registered public accounting firm employed by the Cooperative for the purpose of rendering or issuing an audit report; and (2) any advisers employed by the Board Audit Committee."

## **■ ARTICLE V**

### **MEETINGS OF BOARD**

#### **SECTION 5.01. Regular Meetings.**

A regular meeting of the Board of Trustees shall be held, without notice, immediately after the adjournment of the annual meeting of the members, or as soon thereafter as conveniently may be, at such site as designated by the Board in advance of the annual member meeting. A regular meeting of the Board of Trustees shall also be held monthly at such dates, time and place within one of the counties served by the Cooperative as the Board may provide by resolution. Except when business to be transacted thereat shall require special notice, such regular monthly meeting may be held without notice other than such resolution fixing the date, time and place thereof; provided, that any Trustee absent from any meeting of the Board at which such a resolution initially determines or makes any change in the date, time or place of a regular meeting shall be entitled to receive written notice of such determination or change at least five (5) days prior to the next meeting of the Board; and provided further, that, by policy established by the Board, the President may change the date, time or place of a regular monthly meeting for good cause and upon at least five (5) days' notice thereof to all Trustees.

#### **SECTION 5.02. Special Meetings.**

Special meetings of the Board of Trustees may be called by Board resolution, by the President or by any five (5) Board members, and it

shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided in Section 5.03. The Board, the President or Board members calling the meeting shall fix the date, time and place for the meeting, which shall be held in one of the counties in which the Cooperative operates, unless all Trustees consent to its being held in some other place in Florida or elsewhere.

### **SECTION 5.03. Notice of Board Meeting.**

Written notice of the date, time and place and purpose or purposes of any special meeting of the Board shall be delivered to each Board member not less than five (5) days prior thereto, either personally or by mail, by or at the direction of the Secretary or, upon a default in duty by the Secretary, by him or those calling it. Any Trustee may waive, in writing, any notice of meetings required to be given by these bylaws. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Board member at his address as it appears on the records of the Cooperative, with postage thereon prepaid and postmarked at least five (5) days before the date set for the meeting. The attendance of a Trustee at any meeting of the Board shall constitute a waiver of notice of such meeting unless such attendance shall be for the express and announced purpose of objecting to the transaction of any business, or one or more items of business, on the ground that the meeting shall not have been lawfully called or convened.

### **SECTION 5.04. Quorum.**

The presence in person of a majority of the Board members in office shall be required for the transaction of business, and the affirmative votes of at least a majority of such quorum shall be required for any action to be taken; provided, that a Board member who by law or these bylaws is disqualified from voting on a particular matter shall not, with respect to consideration of and action upon that matter, be counted in determining the number of Board members in office; and provided further, that, if less than a quorum be present at a meeting, a majority of the Board members present may adjourn the meeting from time to time, but shall cause all absent Trustees to be duly and timely notified of the time and place of such adjourned meeting.

## **■ ARTICLE VI**

### **OFFICERS; MISCELLANEOUS**

#### **SECTION 6.01. Number and Title; Compensation.**

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

**Compensation.** The compensation of any officers, agents and employees shall be fixed by the Board, subject to the provisions of these bylaws with respect to compensation for Trustees.

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

The officers named in Section 6.01 shall be elected by secret written

ballot, annually and without prior nomination, by and from the Board of Trustees at the first meeting of the Board of Trustees held after the annual meeting of the members. If the election of such officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until the first meeting of the Board of Trustees following the next succeeding annual meeting of the members or until his successor shall have been duly elected and shall have qualified, subject to the provisions of these bylaws with respect to the removal of Trustees by the members and to the removal of officers by the Board. Any other officers may be elected by the Board from among such persons and with such title, tenure, responsibilities and authorities as the Board may from time to time deem advisable.

### **SECTION 6.03. Removal.**

Any officer, agent or employee elected or appointed by the Board of Trustees may be removed by the Board of Trustees whenever in its judgement the best interests of the Cooperative will thereby be served; provided, however, that the Board shall be obligated to honor the terms of any existing contracts.

### **SECTION 6.04. Vacancies.**

A vacancy in any office elected or appointed by the Board shall be filled by the Board for the unexpired portion of the term or, other than the four (4) principal offices provided for in Section 6.01, the Board may abolish such office.

### **SECTION 6.05. President.**

The President shall:

- (a) Be the principal executive officer of the Cooperative and shall preside at all meetings of the Board, and, unless determined otherwise by the Board, at all meetings of the members; and
- (b) Sign, with the Secretary, any deeds, mortgages, deeds of trust, notes, bonds, contracts or other instruments authorized by the Board to be executed, except in cases in which the signing and execution thereof shall be expressly delegated by the Board or by these bylaws to some other officer or agent of the Cooperative, or shall be required by law to be otherwise signed or executed; and
- (c) In general perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

### **SECTION 6.06. Vice President.**

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

### **SECTION 6.07. Secretary.**

The Secretary shall, except as otherwise provided for by Section 6.09:

- (a) Keep, or cause to be kept, the minutes of the meetings of the members and of the Board in one or more books provided for that purpose;
- (b) See that all notices are duly given in accordance with these bylaws or as required by law;
- (c) Be custodian of the corporate records and of the seal of the Cooperative, and see that the seal of the Cooperative is affixed to all documents, the execution of which on behalf of the Cooperative under its seal is duly authorized in accordance with the provisions of these bylaws or is require by law;
- (d) Keep, or cause to be kept, a register of the post office address of each member, which address shall be furnished to the Cooperative by such member;
- (e) Have general charge of the books of the Cooperative in which a record of the members is kept;
- (f) Keep on file at all times a complete copy of the articles of incorporation and bylaws of the Cooperative, together with all amendments thereto, which copy shall always be open to the inspection of any member, and, at the expense of the Cooperative, furnish a copy of such documents and of all amendments thereto to any 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.

### **SECTION 6.08. Treasurer.**

The Treasurer shall, except as otherwise provided for by Section 6.09:

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

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

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

bilities and authorities.

#### **SECTION 6.10. General Manager.**

The Board of Trustees shall appoint a General Manager, who may be, but who shall not be required to be, a member of the Cooperative. The General Manager shall perform such duties and shall exercise such authorities as the Board of Trustees may from time to time vest in him.

#### **SECTION 6.11. Bonds.**

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

### **■ ARTICLE VII**

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#### **CONTRACTS, CHECKS & DEPOSITS**

##### **SECTION 7.01. Contracts, Checks, Drafts, Deposits, Investment.**

Except as otherwise provided in these bylaws, the Board may authorize any Cooperative officer(s), agent(s) or employee(s) to enter into any contract, or execute and deliver any instrument(s); to sign 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; and to deposit and invest all funds of the Cooperative, from time to time, to the credit of the Cooperative in such bank or banks or in financial securities or institutions, all as the Board shall select.

### **■ ARTICLE VIII**

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#### **NON-PROFIT OPERATION**

##### **SECTION 8.01. Interest or Dividends on Capital Prohibited.**

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

##### **SECTION 8.02. Patronage Capital in Connection with Furnishing Electric Energy.**

Not inconsistently with Chapter 425, Section 425.21, of the Florida Rural Electric Cooperative Law in the furnishing of electric energy, the Cooperative's operations shall be so conducted that all patrons will, through their patronage, furnish capital for the Cooperative. In order to induce patronage and to assure that the Cooperative will operate on a non-profit basis, the Cooperative is obligated to account on a patronage basis to all its patrons for all amounts received and

receivable from the furnishing of electric energy in excess of operating costs and expenses properly chargeable against the furnishing of electric energy. All such amounts in excess of operating costs and expenses at the moment of receipt by the Cooperative are received with the understanding that they are furnished by the patrons as capital. The Cooperative is obligated to pay by credits to a capital account for each patron all such amounts in excess of operating costs and expenses. The books and records of the Cooperative shall be set up and kept in such a manner that at the end of each fiscal year the amount of capital, if any, so furnished by each patron is clearly reflected and credited in an appropriate record to the capital account of each patron, and the Cooperative shall, within a reasonable time after the close of the fiscal year, notify each patron of the amount of capital so credited to his account; provided, that individual notices of such amounts furnished by each patron shall not be required if the Cooperative notifies all patrons of the aggregate amount of such excess and provides a clear explanation of how each patron may compute and determine for himself the specific amount of capital so credited to him. All such amounts credited to the capital account of any patron shall have the same status as though they had been paid to the patron in cash in pursuance of a legal obligation to do so and the patron had then furnished the Cooperative corresponding amounts for capital. As reasonable and fair, the Cooperative may allocate and distribute capital credits to classes of similarly situated members under different manners, methods, and timing, provided the Cooperative allocates and distributed capital credits to similarly situated members under the same manner, method, and timing.

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

In the event of dissolution or liquidation of the Cooperative, after all outstanding indebtedness of the Cooperative shall have been paid, outstanding capital credits shall be retired without priority on a pro rata basis before any payments are made on account of property rights of members; provided, that insofar as gains may at that time be realized from the sale of any appreciated asset, such gains shall be distributed to all persons who were patrons during the period the asset was owned by the Cooperative in proportion to the amount of business done by such patrons during that period insofar as is practicable, as determined by the Board of Trustees, before any payments are made on account of property rights of members. If, at any time prior to dissolution or liquidation, the Board shall determine that the financial condition of the Cooperative will not be impaired thereby, the capital then credited to patrons' accounts may be retired in full or in part. Any such retirements of patrons' capital shall be by the percentage method beginning April 20, 1995; each patron shall receive

an equal percentage of such patron's accumulated undistributed capital credit account.

The Board in its discretion, in order to reduce the expense of maintenance of small balances, may designate a sum of money to be used to retire the smallest of the recorded capital accounts on those accounts closed or inactive in excess of two (2) years. Retirements shall be made in order of size beginning with the smallest balance. No partial payments shall be made.

If any patron or former patron fails to claim any check representing retirement of capital credits or other credits due members by the Cooperative within two (2) years after payment has been attempted by a check mailed to the last address provided by the patron to the Cooperative, such failure shall be and shall constitute an irrevocable assignment and gift by such patron of such credits to a qualified educational charity to be selected by the Cooperative's Board of Trustees. "Fails to claim" shall mean failure to negotiate a check or the return of a check mailed to the last address provided by the patron. "Qualified educational charity" means an educational charity accepted by the Internal Revenue Service as a 501(c)3 charity. The date of such assignment and gift shall be two (2) years from the date of the check issued in payment of such credit provided, however, that such assignment and gift shall not be effective until sixty days has expired from the date of publication in the Cooperative's newsletter or in a newspaper of general circulation (one publication) of a notice that unclaimed credits over two years old must be claimed within sixty (60) days or be deemed irrevocably assigned {Adopted April 1995}.

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, acting under policies of general application, shall determine otherwise.

Notwithstanding any other provision of these bylaws, the Board, at its discretion, shall have the power at any time upon the death of any patron, who was a natural person, if the legal representative 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 these bylaws, to retire such capital immediately upon such terms and conditions as the Board, acting under policies of general applications to situations of like kind, and such legal representative shall agree upon; provided, however, that the financial condition of the Cooperative will not be impaired by such retirement.

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

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

## ■ ARTICLE IX

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### **DISPOSITION OF PROPERTY; DISTRIBUTION OF SURPLUS ASSETS ON DISSOLUTION**

#### **SECTION 9.01. Disposition and Pledging of Property.**

(a) Not inconsistently with the provisions of the Florida Rural Electric Cooperative Law, FL Stat. Sections 425.17 and 425.22. The Cooperative's Board, without requirement of the members' vote or consent, is empowered to authorize any sale, lease, lease-sale, exchange or other disposition of less than substantially all of the Cooperative's properties and assets and to authorize the execution and delivery of mortgages, deeds of trusts or any other security instruments covering all or any part of the Cooperative's property and assets.

(b) The sale, lease, lease-sale, exchange or other disposition of all or substantially all of the Cooperative's properties and assets may be authorized and effectuated pursuant to the requirements of FL Stat. Sections 425.19 and 425.22 and these bylaws. Not in conflict with, or in lieu of, but rather as supplementary to such sections, the following procedures shall be followed in authorizing such a sale, lease, lease-sale, exchange or disposition:

(1) Before adopting a resolution recommending such sale, lease, lease-sale, exchange or other disposition, the Board shall designate three (3) independent appraisers, expert in such matters, to render their individual opinions as to the value of the Cooperative's assets and properties, including its good will and going business value, and as to any other terms and conditions which, in their respective judgements, should be considered.

(2) If the Board after receiving such appraisals (and other terms and conditions which are recommended, if any), then determines that such resolution should be adopted by it, it shall first give every other Florida electric membership corporation (which has not made the proposal for such sale, lease, lease-sale, exchange or disposition) an opportunity to submit competing proposals. Such opportunity shall be in the form of a written notice to such electric membership corporations, which notice shall attach a copy of the proposal which the Board has tentatively decided to recommend and a copy of the reports of the three (3) appraisers. Such electric membership corporations shall be given not less than thirty (30) days within

which to submit competing proposals, and the actual minimum period within which proposals are to be submitted shall be stated in written notice given to them.

(3) If the Board then determines that favorable consideration should be given to the initial or any subsequent proposal which has been submitted to it, it shall adopt a resolution to that effect and so notify the members, expressing in detail each of any such proposals and shall call a special meeting of the members for consideration thereof, which meeting shall not be held sooner than twenty-five (25) days after the giving of such notice to the members; provided, that consideration thereof by the members may be given at the next annual member meeting if the Board so determines and if such annual meeting is not held sooner than twenty-five (25) days after giving of such notice.

(4) Any fifty (50) or more members, by so petitioning the Board not less than twenty (20) days before the date of the special or annual meeting at which the matter will be considered, may cause the Cooperative, with the cost to be borne by the Cooperative, to mail to all other members any opposing or alternative positions which they may have to the recommendation that the Board has made.

## ■ ARTICLE X

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### FISCAL YEAR

#### SECTION 10.01.

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

## ■ ARTICLE XI

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### RULES OF ORDER

#### SECTION 11.01.

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

## ■ ARTICLE XII

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### SEAL

#### SECTION 12.01.

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

**SECTION 13.01.**

These bylaws may be altered, amended or repealed by the members, provided the notice of such meeting shall have contained a copy of the proposed amendment, or an accurate explanation thereof. The members shall vote on alteration, amendment or repeal of bylaws by mail ballot schedules to coincide with any regular or special member meeting. The notice of such meeting shall contain a ballot, which may be the same ballot as the Trustees' election ballot, and a copy of the proposed alteration, amendment or repeal, or an accurate summary explanation thereof. To be counted, mail ballots must be verified by a notary and must be returned by the members as required for Trustees' ballots in Section 4.03 of these bylaws. For the bylaws to be altered, amended or repealed, a majority of those voting must approve the proposed alteration, amendment or repeal. The results of the voting shall be announced at the regular or special member meeting.