

**TALQUIN ELECTRIC  
COOPERATIVE, INC.**

**MEMBER  
INFORMATION**

Equal Opportunity Statement

Cooperative Bylaws As Amended

Effective April 29, 2023

## **EQUAL OPPORTUNITY STATEMENT**

Talquin Electric Cooperative, Inc. is committed to providing equal opportunity in all of our dealings with the public, applicants for services or employment, and our members and employees. In addition to our own general commitment to equal opportunity, we are covered by, and committed to complying with, numerous laws, regulations and executive orders that require equal opportunity. As such, we prohibit discrimination, harassment, and retaliation in our dealings with the public, applicants for service or employment, and our members and employees based on race, color, national origin, gender or sex (including same sex), pregnancy, childbirth or related medical conditions, age, disability or handicap, marital or citizenship status, service member status, or any other legally protected category.

Members of the public, applicants for service and our members, will not be excluded from participation in, admission or access to, or denied benefits under any of our services, programs or activities or otherwise subjected to discrimination, harassment or retaliation on the basis of any of these protected categories.

Furthermore, we will not allow, tolerate or condone any discrimination, harassment or retaliation against any applicant for employment or employee on the basis of any of the protected categories in connection with any of our employment practices, including but not limited to selection, hiring, training, assignment, re-assignment, promotion, transfer, compensation, fringe benefits, discipline, recall from lay-off, job elimination, termination and enjoyment of social or recreational programs.

Talquin's Director of Administrative Services leads and coordinates our equal opportunity compliance efforts. Any individual or class of individuals who believe that they have been denied equal opportunity should contact our Director of Administrative Services directly at 1640 West Jefferson Street, Quincy, FL 32351-5679 or at 850-627-7651. To the extent possible under the circumstances, we will treat all complaints confidentially.

The public, applicants for service and our members may also obtain further information about the laws, regulations and executive orders that apply to our dealings with them from the Secretary, U. S. Department of Agriculture, Washington, D. C. 20250 or the Administrator, Rural Utilities Services, Washington, D. C. 20250 or other government agencies. Such persons may also file written complaints against the Cooperative with these or other governmental agencies, provided the complaints are filed within one hundred eighty (180) days after the alleged violation. Other legal avenues or time limits may also be available depending on the nature of the specific claim.

Talquin will not retaliate in any way against any person who files a complaint alleging that we violated this policy or any of the applicable equal opportunity laws, regulations or executive orders. Similarly, we will not retaliate against any person who assists or participates in any investigation, compliance review, hearing or any other activity related to the administration of these equal opportunity laws, regulations or executive orders; who opposes any act or practice made unlawful by any of these laws, regulations or executive orders; or who exercises any other right protected by any of these equal opportunity laws, regulations or executive orders.

Any employee who violates this policy will be subject to disciplinary action, up to and including immediate separation from employment.

INDEX

<u>Article</u>	<u>Subject</u>	<u>Page</u>
ARTICLE I	.....	5
	Membership .....	5
ARTICLE II	.....	6
	Rights and Liabilities of Members.....	6
ARTICLE III	.....	8
	Meetings of Members .....	8
ARTICLE IV	.....	12
	Trustees .....	12
ARTICLE V	.....	17
	Meetings of Trustees.....	17
ARTICLE VI	.....	17
	Officers .....	17
ARTICLE VII	.....	20
	Disposition of Revenues and Receipts.....	20
ARTICLE VIII	.....	20
	Disposition of Property.....	20
ARTICLE IX	.....	21
	Seal.....	21
ARTICLE X	.....	21
	Financial Transactions .....	21
ARTICLE XI	.....	22
	Alternative Dispute Resolution .....	22
ARTICLE XII	.....	23
	Miscellaneous .....	23
ARTICLE XIII	.....	25
	Amendments .....	25

**BYLAWS  
OF  
TALQUIN ELECTRIC  
COOPERATIVE, INC.**

**ARTICLE I  
Membership**

SECTION I. REQUIREMENTS FOR MEMBERSHIP. Any person, firm, association, corporation or body politic or subdivision thereof may become a member in Talquin Electric Cooperative, Inc. (hereinafter called the "Cooperative") by:

- (a) Filing a written application for membership therein;
- (b) Agreeing to purchase from the Cooperative utility services as hereinafter specified;
- (c) Agreeing to comply with and be bound by the articles of incorporation and Bylaws of the Cooperative and any rules and regulations adopted by the Board of Trustees; and
- (d) Paying the membership fee hereinafter specified. NO MEMBER MAY HOLD MORE THAN ONE MEMBERSHIP IN THE COOPERATIVE, and no membership in the Cooperative shall be transferable.

SECTION 2. MEMBERSHIP CERTIFICATES. Membership in the Cooperative may be evidenced by a receipt given the member upon paying the membership fee.

SECTION 3. JOINT MEMBERSHIP. A husband and wife or any two natural persons may apply for a joint membership and subject to their compliance with the requirements set forth in Section I of this Article, may be accepted for such membership. The term "member" as used in these Bylaws shall be deemed to include a husband and wife or any two natural persons holding a joint membership and any provisions relating to the rights and liabilities of membership shall apply equally with respect to the holders of a joint membership. Without limiting the generality of the foregoing, the effect of the hereinafter specified actions by or in respect to the holders of a joint membership shall be as follows:

- (a) The vote of either separately or both jointly shall constitute one joint vote;
- (b) A waiver of notice signed by either or both shall constitute a joint waiver;
- (c) Notice to either shall constitute notice to both;
- (d) Expulsion of either shall terminate the joint membership;

- (e) Withdrawal of either shall terminate the joint membership;
- (f) Either but not both may be elected or appointed as an officer or trustee, provided that both meet the qualifications for such office.

#### SECTION 4. CONVERSION OF MEMBERSHIP.

- (a) A membership may be converted to a joint membership upon the written request of the holder thereof and the agreement by such holder and the prospective joint member to comply with the articles of incorporation, Bylaws and rules and regulations adopted by the Board of Trustees.
- (b) Upon the death of either person who is a party to the joint membership, such membership shall be held solely by the survivor.

SECTION 5. MEMBERSHIP FEES. The membership fee shall be five dollars, upon payment of which a member shall be eligible for one service connection.

SECTION 6. PURCHASE OF ELECTRIC ENERGY. Each member shall, as soon as electric energy shall be available, purchase from the Cooperative all electric energy used on the premises specified in the membership application, and shall pay therefor at rates which shall from time to time be fixed by the Board of Trustees. Each member shall pay to the Cooperative such minimum amount per month as shall be fixed by the Board of Trustees from time to time, regardless of the amount of electric energy consumed. Each member shall also pay all amounts owed to the Cooperative as and when the same shall become due and payable.

SECTION 7. TERMINATION OF MEMBERSHIP. Any member may withdraw from membership upon compliance with such uniform terms and conditions as the Board of Trustees may prescribe. The Board of Trustees of the Cooperative may, by the affirmative vote of not less than two-thirds of all the Trustees, expel any member who shall have refused or failed to comply with any of the provisions of the articles of incorporation, Bylaws or rules or regulations adopted by the Board of Trustees, but only if such member shall have been given written notice by the Cooperative that such refusal or failure makes the member liable to expulsion and such refusal or failure shall have continued for at least ten (10) days after such notice was given. Any expelled member may be reinstated by a majority vote of the Board of Trustees or by a majority vote of the members at any annual or special meeting. Upon the withdrawal, death, cessation of existence or expulsion of a member the membership of such member shall thereupon terminate. Termination of membership in any manner shall not release a member, the member's successors, assigns, or the member's estate from any debts due the Cooperative.

## ARTICLE II

### Rights and Liabilities of Members

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, members and non-members alike, 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, members and non-members alike, 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, members and non-members alike, 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 the member's account. All such amounts credited to the capital account of any patron shall have the same status as though they had been paid to the patron in cash in pursuance of a legal obligation to do so and the patron had then furnished the Cooperative corresponding amounts for capital.

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 Trustees shall determine that the financial condition of the Cooperative will not be impaired thereby, the capital then credited to patrons accounts may be retired in full or in part. Any such retirements of capital shall be made in order of priority according to the year in which the capital was furnished and credited, the capital first received by the Cooperative being first retired.

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 occupancy in all or a part of such patron's premises served by the Cooperative unless the Board of Trustees, acting under policies of general application, shall determine otherwise. In the event that a non-member patron shall elect to become a member of the Cooperative the capital credited to the account of such non-member patron may be applied by the Cooperative toward the payment of a membership fee on behalf of such non-member patron.

Notwithstanding any other provisions of these Bylaws, the Board of Trustees, at its discretion, shall have the power at any time upon the death of any patron, who was a natural person, if the legal representatives of the member's 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 capital credited to any such patron immediately upon such terms and conditions as the Board of Trustees, acting under policies of general application, and

the legal representatives of such patron's estate shall agree upon; provided, however, that the financial condition of the Cooperative will not be impaired thereby.

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.

**SECTION 3. ASSIGNMENT BY FAILURE TO PROVIDE ADDRESS.** Notwithstanding any other Bylaw provisions, or provisions in the membership agreement, capital credits and capital credit payments, notice or delivery of which cannot be made for failure of a patron or former patron to claim the same in person, or to furnish an effective mailing address, for a period of two years after the Cooperative has mailed the same with sufficient postage to the last known address or after the Cooperative has in good faith attempted to deliver such notice or payment, shall be and constitutes an irrevocable contribution by the patron to the Cooperative, of such credit or payment remaining after the Cooperative's prior claim for charges due has been satisfied.

**SECTION 4. PATRONAGE REFUNDS IN CONNECTION WITH FURNISHING OTHER SERVICES.** In the event that the Cooperative should engage in the business of furnishing goods or services other than electric energy, all amounts received and receivable therefrom which are in excess of costs and expenses properly chargeable against the furnishing of such goods or services shall, insofar as permitted by law, be prorated annually on a patronage basis and returned to those patrons, members and non-members alike, from whom such amounts were obtained.

**SECTION 5. COMMENCEMENT OF CAPITAL CREDITED TO THE ACCOUNTS OF EACH PATRON.** Capital credited to the account of each patron shall be based upon the capital furnished by such patron since January 1, 1949.

**SECTION 6. NON-LIABILITY FOR DEBTS OF THE COOPERATIVE.** The private property of the members shall be exempt from execution or other liability for the debts of the Cooperative and no member shall be individually liable or responsible for any debts or liabilities of the Cooperative.

### **ARTICLE III** Meetings of Members

**SECTION 1. ANNUAL MEETING.** The Annual Meeting of the members shall be held once each calendar year at a time and place in the service area of the Cooperative as shall be selected by the Board of Trustees and designated in the notice of the meeting for the purpose of electing Trustees, passing upon reports for fiscal year, and transacting such other business as may come before the meeting. The Cooperative's failure to hold the Annual Meeting does not affect any action taken by the Cooperative.



At the discretion of the Board of Trustees, the Annual Meeting of the members may be held virtually, either in whole or in part, by means of communications media technology (e.g., online video broadcast); however, virtual attendance at an Annual Meeting of the members does not constitute “present in person” for purposes of establishing quorum.

SECTION 2. SPECIAL MEETINGS. Special meetings of the members may be called by resolution of the Board of Trustees, or upon written request signed by any three (3) Trustees, by the president, or by ten per centum or more of all the members to be given as hereinafter provided. Special meetings of the members may be held at any place within the Service Area, specified in the notice of the special meeting.

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, a district meeting or an Annual Meeting at which business other than that listed in Section 6 of this Article is to be transacted, the purpose(s) for which the meeting is called, shall be delivered either personally or by mail, by or at the direction of the Secretary, or upon a default in duty by the Secretary, by the persons calling the meeting, to each member: (a) not less than ten (10) days nor more than forty-five (45) days before the date of the meeting if voting is to be conducted in person or if no voting is to be conducted; or (b) not less than thirty (30) days nor more than forty-five (45) days before the date of the meeting if voting is to be conducted by mail. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at the member's address as it appears on the records of the Cooperative, with postage thereon prepaid. The failure of any member to receive notice of an annual or special meeting shall not invalidate any action which may be taken by the members at any such meeting.

SECTION 4. QUORUM. The presence in person of at least one (1) per centum of the total members of the Cooperative shall be required for the transaction of business at any members' meeting. If pursuant to Article III, Section 5 the designated method of voting is in-person ballot, then the number of members in attendance at the members' meeting shall be counted as present for the determination of a quorum. If pursuant to Article III, Section 5 the designated method of voting is mail-in ballot, then the number of members voting by mail on each separate matter shall be counted as present in person for the determination of a quorum for each separate matter specifically listed and identified on the mail ballot. If less than a quorum is counted at a members' meeting, a majority of those present may adjourn the meeting to another time and date, not less than sixty (60) days nor more than one hundred eighty (180) days later and to any place in one of the counties in Florida within which the Cooperative serves, 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 Article III, Section 3.

SECTION 5. VOTING. Each member shall be entitled to only one vote on each matter submitted to a vote. A majority of a quorum is required to approve each motion or matter presented to the members for a vote. The voting method may either be by in-person ballot or mail-in ballot as determined by the Board of Trustees. If the vote will be in conjunction with a members' meeting, then the Board shall designate the voting method not less than one hundred forty (140) days prior to the members' meeting. If the vote will not be in conjunction with a members' meeting, then the vote shall be by mail-in ballot and the Board shall provide members

notice of each specific matter to be voted upon not less than forty-five (45) days prior to the date on which the ballots are due. However, notwithstanding the foregoing or the remainder of this Section, all voting shall be conducted in person for mergers, consolidations, or voting required by Article VIII of these Bylaws for the disposition or sale of all or any substantial portion of the Cooperative's property.

To be eligible to vote, a member must be a member of record: (a) at the time the ballot is cast if voting is conducted in person or at the time the ballot is due if voting is conducted by mail-in ballot; and (b) as of sixty (60) days prior to the date of the members' meeting if the voting (whether by mail or in person) is to be conducted in conjunction with a members' meeting or sixty (60) days prior to the date on which ballots are due if voting is by mail-in ballot and not in conjunction with a members' meeting.

If the designated voting method is by in-person ballot, then all voting shall be by in-person ballot at the members' meeting.

If the designated voting method is by mail-in ballot in conjunction with a members' meeting, then the ballot must be mailed to the members at least thirty (30) days prior to the date of the meeting. If not in conjunction with a members' meeting, then the ballot must be mailed to the members at least thirty (30) days prior to the date on which ballots are due. Mail-in ballots must be returned by mail or in person to a secure drop box at a location(s) designated by the Board. For votes conducted in conjunction with the members' meeting, completed ballots must be received by the Cooperative or its designee not later than ten (10) days prior to the meeting to be counted as a vote of the member at such meeting. The date of receipt of a ballot by the Cooperative shall be the day the ballot is physically received by the Cooperative. The failure of any member to receive a copy of any such ballot by mail shall not invalidate any action which may be taken at the meeting at which the ballot is to be voted. The counting of ballots shall be by an independent third party designated by the Board. Unless otherwise prescribed by these Bylaws or the Florida Statutes, the Board shall establish the procedure for conducting member voting by mail-in ballot.

To ensure the winning candidate in a Trustee election meets the required vote threshold of a majority of a quorum, where three or more nominees qualify as candidates for election from a single district, votes shall be cast and counted by "Ranked Choice Voting." Under Ranked Choice Voting, voters will select a first-choice candidate and have the option to rank backup candidates in order of their preference: second choice, third choice, and so on. If a candidate receives a majority of the first-choice votes, then that candidate wins. If no candidate receives a majority vote, then the race is decided by an "instant runoff" (i.e., the candidate with the fewest votes is eliminated, and voters who selected that candidate as their first choice will have their votes for their second choice counted). The Board shall adopt policies and procedures for conducting an election by Ranked Choice Voting not less than one hundred forty (140) days prior to the date of the Annual Meeting.

In the case of any tie vote in the election of a Trustee, the prevailing candidate will be decided by coin toss. The coin toss shall be conducted by the Cooperative's attorney or designee. The nominee whose last name appears first alphabetically by last name shall choose heads or tails.

Voting by proxy shall not be allowed.

SECTION 6. 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 as to the number of members present 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 the meeting, as the case may be.
- (3) Presentation and consideration of reports of officers, trustees and committees.
- (4) Election of trustees. If the designated voting method is by in-person ballot, then all voting shall be by in-person ballot at the Annual Meeting and the results shall be announced at the Annual Meeting. If the designated voting method is by mail-in ballot, then all voting shall be by mail-in ballot prior to the Annual Meeting and the results shall be announced at the Annual Meeting.
- (5) Unfinished business.
- (6) New business.
- (7) 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 formal action (i.e., the taking of any vote on any resolution, order, or motion) 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. If less than a quorum is present at the meeting, a majority of those present in person may, but are not required to, adjourn the meeting without further notice.

SECTION 7. MINUTES. The Board of Trustees is authorized to approve the minutes of any meeting of the members at a subsequent regular meeting of the Board of Trustees. A copy of the approved minutes of the meeting of the members shall be posted on the Cooperative's website. The fact that the minutes are not read for approval at a meeting of the members does not prevent a member from requesting a relevant excerpt read for information, nor does it prevent the membership from making additional corrections. A member may make a motion to amend

previously approved minutes at any subsequent meeting of the members at which a quorum is present.

## **ARTICLE IV**

### Trustees

**SECTION 1. GENERAL POWERS.** The business and affairs of the Cooperative shall be managed by a board of nine trustees which shall exercise all 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 2. QUALIFICATIONS AND TENURE.** The persons named as trustees in the articles of incorporation shall compose the Board of Trustees until the first Annual Meeting or until their successors shall have been elected and shall have qualified. If the election of trustees shall not be held on the day designated herein for the Annual Meeting, or at any adjournment thereof, the Board of Trustees shall cause the election to be held at a special meeting of the members as soon thereafter as conveniently may be. Trustees shall be elected by ballot at each Annual Meeting of the members beginning with the year 1941, by and from the members, to serve the established term of office or until the next Annual Meeting of the members or until their successors shall have been elected and shall have qualified. To become or remain a Trustee, a person must have the following general qualifications:

- (a) Is a natural person or individual;
- (b) Has earned a high school diploma from an accredited institution, or obtained state certification through General Educational Development tests (GED), by the deadline to submit nominations by petition;
- (c) Is a member and bona fide resident in the area served by the Cooperative and is a resident of the district for which he or she is nominated to serve;
- (d) Is not in any way employed by or financially interested in a competing enterprise or a business selling electric energy or supplies to the Cooperative or a business primarily engaged in selling electrical or plumbing appliances, fixtures or supplies to the members of the Cooperative;
- (e) Is not presently employed by and has not been employed for a period of at least five (5) years, by the Cooperative or any entity controlled by the Cooperative or an entity in which the Cooperative owns a majority interest;
- (f) Is not the incumbent of or candidate for an elective public office in connection with which a salary or compensation in excess of one hundred dollars per annum is paid;
- (g) Has the capacity to enter legally binding contracts;
- (h) Has not been convicted of a felony;

- (i) Has been subjected to a criminal background check administered by the Cooperative;
- (j) Has been subjected to and passed the initial and periodic random drug screenings administered by the Cooperative for its employees;
- (k) Has been subjected to a credit check performed by the Cooperative without evidence of a history of financial irresponsibility;
- (l) Is a member in good standing of the Cooperative without any disconnections for non-payment of utility services within the last five (5) years;
- (m) Is willing to devote such time and effort to his or her duties as a Trustee as may be necessary to oversee the Cooperative's business and affairs;
- (n) Not be a close relative of a Cooperative employee, Trustee, or any person in a position of trust with the Cooperative. A close relative is considered to be an individual who through blood, law, or marriage, is a spouse, child, stepchild, father, stepfather, mother, stepmother, brother, stepbrother, half-brother, sister, stepsister, half-sister, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law; or resides in the same residence; and
- (o) Is not employed by another Trustee, or employed by an entity over which another Trustee exercises substantial control.

All persons desiring eligibility to become or remain a Trustee shall be required to (1) execute a document that affirms compliance with the qualifications as stated in this Article IV, Section 2 of these Bylaws, and (2) provide a release for the Cooperative to investigate and acquire reports necessary to affirm such compliance in order to be deemed qualified. Verification of a nominee's qualifications to be a Trustee shall be made by a Cooperative designee with the assistance of the Cooperative's attorney. Any current or potential Trustee who is found not qualified may submit an appeal of that decision in writing to the Board of Trustees for final determination. A Trustee shall recuse himself or herself and abstain from any discussion, deliberation, or vote concerning his or her own qualifications or the qualifications of any candidates from his or her representative geographic district.

For purposes of this section, the term "convicted" shall include a finding of guilt, a plea of guilty, a plea of nolo contendere or a verdict of guilty, whether or not adjudication was withheld or clemency has been granted.

Upon establishment of the fact that a Trustee is holding office in violation of any of the foregoing provisions, it shall immediately become incumbent upon the Board of Trustees to remove such Trustee from office.

Nothing contained in this section shall effect in any manner whatsoever the validity of any action taken at any meeting of the Board of Trustees.

As terms of office are staggered, trustees shall be elected for a term of office of three (3) years.

### SECTION 3. NOMINATION AND ELECTION OF TRUSTEES.

- (a) **Districts.** For the purpose of insuring equitable representation on the Board of Trustees, the Project Area served by the Cooperative shall be divided into nine (9) geographic districts and one Trustee shall be elected from each district, the said nine districts being described as follows, to wit:

DISTRICT I - All of Gadsden County lying south of I-10.

DISTRICT II - All of Gadsden County lying north of I-10 and west of SR 267 westerly following the city limits of Quincy to the Georgia line.

DISTRICT III - All of Gadsden County lying north of I-10 and east of SR 267 including city limits of Quincy and to the Georgia line. The area of Gadsden County west of US 27, excluding an area 1/2 mile west of the town limits of Havana.

DISTRICT IV - All of Gadsden County lying east of US 27 and all of the area of the Town of Havana including 1/2 mile west of the town limit line. All of Leon County lying east of the Ochlockonee River, north of I-10, east of Capital Circle, north of US 90 and west of SR 155 to the Georgia line.

DISTRICT V - All of Leon County lying east of SR 155 and north of US 27.

DISTRICT VI - All of Leon County lying south of US 27 and east of SR 61 to the intersection of Capital Circle south, then east of US 319 to the Jefferson County line.

DISTRICT VII - All Wakulla County lying east of the Sopchoppy River to its intersection with US 319 and east of US 319 to the Jefferson County line.

DISTRICT VIII - All of Liberty County and all of Wakulla County lying west of the Sopchoppy River and west of US 319 to the Franklin County line.

DISTRICT IX - All of Leon County lying east of the Ochlockonee River south of I-10, west of Capital Circle; south of US 90, west of SR 61 to the intersection of Capital Circle south then west of SR 319 and all lying north of the Wakulla County line.

Each candidate shall be a resident of the district for which he or she is nominated to serve as Trustee. Should a Trustee move his or her place of residence from his or her district, a vacancy in his or her office shall be declared by the Board of Trustees and the said Trustees shall select a Trustee from said district to fill the

unexpired term. Notwithstanding anything contained in this section, failure to comply with any of the provisions of this section shall not effect in any manner whatsoever the validity of any election of Trustees.

- (b) **Nominations.** Nominations for Trustee shall be by Petition only. To be nominated and included on the ballot to represent one of the nine (9) geographic districts, a candidate for Trustee must submit to the Talquin Electric Cooperative Headquarters located at 1640 West Jefferson Street, Quincy, Florida 32351 a written Petition including the names, addresses, and verifiable signatures of at least fifteen (15) current Cooperative members. All Petitions must be submitted to the Talquin Electric Cooperative Headquarters prior to the deadline prescribed below and shall include the name of the nominee and his or her district. A member may sign the Petition of more than one candidate.

To be considered for inclusion on the ballot, Petitions must be submitted to Talquin Electric Cooperative Headquarters, located at 1640 West Jefferson Street, Quincy, Florida 32351 by 5:00 P.M. E.S.T. not less than sixty (60) days, but not more than one hundred (100) days before the date of the Annual Meeting. A Cooperative designee with the assistance of the Cooperative's attorney shall verify the signatures on the Petitions and refer the names of those candidates who have satisfied the fifteen (15) signature requirement for qualification review in accordance with Article IV, Section 2.

Not less than forty-five (45) days prior to the date of the Annual Meeting, the Secretary shall be responsible for posting the names of the qualified nominees for election at the Talquin Electric Cooperative Headquarters, located at 1640 West Jefferson Street, Quincy, Florida 32351. If the designated voting method is by in-person ballot, then the Secretary shall be responsible for mailing with the Annual Meeting Notice a complete list of the names and addresses of all qualified nominees for election. If the designated voting method is by mail-in ballot, then the ballot shall be mailed with the Annual Meeting Notice.

If any of the dates for compliance specified in this Article shall fall on a Saturday or Sunday or legal holiday, then the next business day following the Saturday, Sunday or legal holiday shall be the day of compliance. All dates for compliance specified in this Article shall be posted on the Cooperative's website at least one hundred thirty-five (135) days before the Annual Meeting.

- (c) **Membership List Availability.** Qualified nominees appearing on the ballot may obtain an electronic or printed list of all Cooperative members, including member addresses, member telephone numbers, and member election district numbers. The nominee must affirm in a sworn, notarized affidavit to use the list only for his or her candidacy to the Cooperative's Board of Trustees and no other purpose and agree to return or destroy the list after the election.

- (d) **Election.** The election of Trustees at an Annual Meeting shall be conducted by in-person ballot at the Annual Meeting or by mail-in ballot prior to the Annual Meeting as determined by the Board of Trustees as prescribed in Article III, Section 5. Qualified nominees shall be listed alphabetically by last name on the ballot. An “Incumbent” designation shall appear on the ballot in conjunction with the name of any Trustees running for re-election.

Each member may vote for one (1) candidate per district.

- (e) **Unopposed Candidates.** If only one candidate qualifies for nomination from a District following conclusion of the nomination period, then that candidate shall be deemed to be elected pursuant to Section 425.10, Florida Statutes, without opposition and shall take office upon the conclusion of the next Annual Meeting. The name of an unopposed candidate for Trustee shall not appear on any ballot.

SECTION 4. REMOVAL OF TRUSTEES BY MEMBERS. Any member may bring charges against a Trustee by filing such charges in writing with the Secretary, together with a petition signed by at least ten per centum of the members and request the removal of such Trustee by reason thereof. The Trustee against whom such charges have been brought shall be informed in writing of the charges at least five (5) days prior to the meeting 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 in respect of the charges; and the person or persons bringing the charges against him shall have the same opportunity. The question of the removal of such Trustee shall be considered and voted upon at the next regular or special meeting of the members and any vacancy created by such removal may be filled by vote of the members at such meeting without compliance with the foregoing provisions with respect to nominations.

SECTION 5. VACANCIES. Subject to the provisions of these Bylaws with respect to the filling of vacancies caused by the removal of Trustees by members, a vacancy occurring in the Board of Trustees shall be filled by the affirmative vote of a majority of the remaining Trustees for the unexpired portion of the term of the Trustee in respect of whom the vacancy occurs.

SECTION 6. COMPENSATION. Trustees as such shall not receive any salary for their services, but by resolution of the Board of Trustees a fixed sum and expenses of attendance, if any, may be allowed for attendance at each meeting of the Board of Trustees and for the performance of other Cooperative business provided it has prior approval of the Board of Trustees. No Trustee shall receive compensation for serving the Cooperative in any other capacity, nor shall any close relative of a Trustee receive compensation for serving the Cooperative, unless the payment of compensation shall be specifically authorized by a vote of the members or the service by such Trustee or close relative shall have been certified by the Board of Trustees as an emergency measure.



**ARTICLE V**  
Meetings of Trustees

SECTION 1. REGULAR MEETINGS. A regular meeting of the Board of Trustees may be held 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 Trustees shall be held monthly at such time and place in the service area as the Board of Trustees may provide by resolution. Such regular monthly meetings may be held without notice other than such resolution fixing the time and place thereof.

SECTION 2. SPECIAL MEETINGS. Special meetings of the Board of Trustees may be called by the President or by any three Trustees, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. The President or the Trustees calling the meeting shall fix the time and place for the holding of the meeting.

SECTION 3. NOTICE OF TRUSTEES' MEETING. Written notice of the time, place and purpose of any special meeting of the Board of Trustees shall be delivered not less than five (5) days previous thereto, either personally or by mail, by or at the direction of the Secretary, or upon a default in the duty by the Secretary, by the President or the Trustees calling the meeting, to each Trustee. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Trustee at his or her address as it appears on the records of the Cooperative, with postage thereon prepaid.

SECTION 4. QUORUM. A majority of the Board of Trustees shall constitute a quorum, provided, that if less than such majority of the Trustees is present at said meeting, a majority of the Trustees present may adjourn the meeting from time to time; and provided further, that the Secretary shall notify any absent Trustees of the time and place of such adjourned meeting. The act of the majority of the Trustees present at a meeting at which a quorum is present shall be the act of the Board of Trustees, except as otherwise provided in these Bylaws.

SECTION 5. MEETINGS HELD ELECTRONICALLY. Although in-person meetings are preferred, the Board may conduct regular meetings, special meetings, or workshops through the use of communications media technology that allows for simultaneous aural communication among all participating members equivalent to those of meetings held in one room or area, such as telephonic or video conferencing. Trustees, the Cooperative's staff, and the Cooperative's attorney may attend the meetings or workshops electronically in lieu of attendance in person. A Trustee participating in a regular meeting, special meeting, or workshop by this means is deemed to be present in person at the meeting. The Board shall adopt policies and procedures pertaining to the conduct of electronic meetings and electronic meeting attendance, and ensuring Cooperative members maintain the ability to attend all Trustee meetings.

**ARTICLE VI**  
Officers

SECTION 1. NUMBER. The officers of the Cooperative shall be a President, Vice President, Secretary and Treasurer, and such other officers as the Board of Trustees may from time to time determine. The offices of Secretary and Treasurer may be held by the same person.

SECTION 2. ELECTION AND TERM OF OFFICE. The officers shall be elected by a majority vote of the Trustees voting by ballot, annually by and from the Board of Trustees at the next regular or special meeting of the Board of Trustees held directly after the Annual Meeting of the members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until the first meeting of the Board of Trustees following the next succeeding Annual Meeting of the members or until his or her successor shall have been elected by majority vote and shall have qualified. A vacancy in any office shall be filled by the Board of Trustees for the unexpired portion of the term.

SECTION 3. REMOVAL OF OFFICERS AND AGENTS BY TRUSTEES. Any officer or agent elected or appointed by the Board of Trustees may be removed by the Board of Trustees whenever in its judgment the best interests of the Cooperative will be served thereby. In addition, any member of the Cooperative may bring charges against an officer by filing such charges in writing with the Secretary, together with a petition signed by ten per centum of the members, and request the removal of the particular officer by reason thereof. The officer against whom such charges have been brought shall have an opportunity at the meeting to be heard in person or by counsel and to present evidence in respect of the charges; and the person or persons bringing the charges against him shall have the same opportunity. The question of the removal of such officer shall be considered and voted upon at the next regular or special meeting of the members.

SECTION 4. PRESIDENT. The President shall:

- (a) Be the principal executive officer of the Cooperative and, unless otherwise determined by the members of the Board of Trustees, shall preside at all meetings of the members and the Board of Trustees;
- (b) Sign, with the Secretary, any deeds, mortgages, deeds of trust, notes, bonds, contracts or other instruments authorized by the Board of Trustees to be executed, except in cases in which the signing and execution thereof shall be expressly delegated by the Board of Trustees or by 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 of Trustees from time to time.

SECTION 5. VICE-PRESIDENT. In the absence of the President, or in the event of the President's inability or refusal to act, the Vice-President shall perform 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 by the Board of Trustees.

SECTION 6. SECRETARY. The Secretary shall be responsible for:

- (a) Keeping the minutes of the meetings of the members and of the Board of Trustees in one or more books provided for that purpose;
- (b) Seeing that all notices are duly given in accordance with these Bylaws or as required by law;
- (c) Being custodian of the corporate records and of the seal of the Cooperative and affix the seal of the Cooperative 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;
- (d) Keeping a register of names and post office addresses of all members;
- (e) Keeping on file at all times a complete copy of the articles of incorporation and 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, and
- (f) In general performing all duties incident to the office of Secretary and such other duties from time to time may be assigned to him by the Board of Trustees.

SECTION 7. TREASURER. The treasurer shall be responsible for:

- (a) The receipt of and the issuance of receipts for all monies due and payable to the Cooperative from any source whatsoever, and for the deposit of 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
- (b) Performing in general all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board of Trustees.

SECTION 8. MANAGER. The Board of Trustees may appoint a manager who may be, but who shall not be required to be, a member of the Cooperative. The manager shall perform such duties and shall exercise such authority as the Board of Trustees may from time to time vest in the manager.

SECTION 9. BONDS OF OFFICERS. The Treasurer and any other officer or agent of the Cooperative charged with responsibility for the custody of any of its funds or property shall give bond in such sum and with such surety as the Board of Trustees shall determine. The Board of Trustees in its discretion may also require any other officer, agent or employee of the Cooperative to give bond in such amount and with such surety as it shall determine.

SECTION 10. COMPENSATION. The powers, duties and compensation of any officers, agents and employees shall be fixed by the Board of Trustees, subject to the provisions of these Bylaws with respect to compensation for trustees and close relatives of trustees.

SECTION 11. REPORTS. The officers of the Cooperative shall submit at each Annual Meeting of the members reports covering the business of the Cooperative for the previous fiscal year. Such reports shall set forth the condition of the Cooperative at the close of such fiscal year.

## **ARTICLE VII**

### Disposition of Revenues and Receipts

Revenues of the Cooperative for any fiscal year in excess of the amount thereof necessary:

- (a) To defray expenses of the Cooperative and of the operation and maintenance of its facilities during such fiscal year;
- (b) To pay interest and principal obligations of the Cooperative coming due in such fiscal year;
- (c) To finance, or to provide a reserve for the financing of, the construction or acquisition by the Cooperative of additional facilities to the extent determined by the Board of Trustees;
- (d) To provide a reasonable reserve for working capital;
- (e) To provide a reserve for the payment of indebtedness of the Cooperative maturing more than one year after the date of the incurrence of such indebtedness in an amount not less than the total of the interest and principal payments in respect thereof required to be made during the next following fiscal year; and
- (f) To provide a fund for education in cooperation and for the dissemination of information concerning the effective use of electric energy and other services made available by the Cooperative,

shall unless otherwise determined by a vote of the members, be distributed by the Cooperative to its members as patronage refunds prorated in accordance with the patronage of the Cooperative by the respective members paid for during such fiscal year. Nothing herein contained shall be construed to prohibit the payment by the Cooperative of all or any part of its indebtedness prior to the date when the same shall become due.

## **ARTICLE VIII**

### Disposition of Property

The Cooperative may not sell, mortgage, lease or otherwise dispose of or encumber all or any substantial portion of its property unless such sale, mortgage, lease or other disposition or encumbrance is authorized at a duly held meeting of the members thereof by the affirmative vote of not less than two-thirds of all of the members of the Cooperative, and unless the notice of such proposed sale, mortgage, lease or other disposition or encumbrance shall have been contained in the notice of the meeting; provided, however, that notwithstanding anything herein contained, or any other provisions of law, the Board of Trustees of the Cooperative, without authorization by the members thereof, shall have full power and authority to authorize the execution and delivery

of a mortgage or mortgages or 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 or to be acquired, and wherever situated, as well as the revenues and income therefrom, all upon such terms and conditions as the Board of Trustees shall determine, to secure any indebtedness of the Cooperative to the United States or any instrumentality or agency thereof, or to secure any indebtedness of the Cooperative to any bank, financial institution, corporation or person lending money or credit to the Cooperative.

## **ARTICLE IX**

### **Seal**

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

## **ARTICLE X**

### **Financial Transactions**

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

**SECTION 2. CHECKS, DRAFTS, ETC.** Except as otherwise provided by law or in these Bylaws, 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 and or countersigned by such officer or officers, agent or agents of the Cooperative and in such manner as shall from time to time be determined by resolution of the Board of Trustees.

**SECTION 3. DEPOSITS.** All funds of the Cooperative shall be deposited from time to time to the credit of the Cooperative in such bank or banks or securities as the Board of Trustees may select.

**SECTION 4. CHANGE IN RATES.** Written notice, if requested, shall be given to the Administrator of the Rural Electrification Administration, or its successor(s) of the United States of America not less than ninety (90) days prior to the date upon which any proposed change in the rates charged by the Cooperative for electric energy becomes effective.

**SECTION 5. FISCAL YEAR.** The fiscal year of the Cooperative shall begin on the first day of January of each year and end on the thirty-first day of December of the same year.

**ARTICLE XI**  
**Alternative Dispute Resolution**

Through the enactment of this Bylaw, the members and the Cooperative (the “Parties” or “Party” for purposes of this Section 5) agree to the following:

Unless otherwise prohibited by law, any controversy or claim arising out of or relating to these Bylaws, or the breach thereof, including but not limited to any claims or controversies related to board governance or any controversy or claim arising out of or relating to patronage capital or Section 425.21, Florida Statutes, shall be resolved by binding arbitration administered by the American Arbitration Association in accordance with its Arbitration Rules. This arbitration agreement involves interstate commerce such that the Federal Arbitration Act, 9 U.S.C. §1, et seq. shall govern the interpretation and enforcement of this arbitration agreement. The arbitration shall be held in either Gadsden or Leon County, State of Florida, at an exact location to be designated by the Party not making the initial demand for arbitration. A judgment on the award rendered by the arbitrator shall be entered in any court having jurisdiction thereof. Each Party in such arbitration agrees to pay their own attorneys fees and costs, and each Party agrees to share equally in the cost of the arbitrator.

The Parties also agree to waive any right (i) to pursue a class action arbitration, or (ii) to have an arbitration under this arbitration agreement consolidated or determined as part of any other arbitration or proceeding. The Parties agree that any dispute to arbitrate must be brought in an individual capacity and not as a plaintiff or class member in any purported class or representative capacity. If any part of this arbitration agreement, other than waivers of class action rights, is found to be unenforceable for any reason, the remaining provisions shall remain enforceable. If a waiver of class action and consolidation rights is found unenforceable in any action in which class action remedies have been sought, this entire arbitration agreement shall be deemed unenforceable. It is the intention and agreement of the Parties not to arbitrate class actions or to have consolidated arbitration proceedings. Should the Parties have a dispute that is within the jurisdiction of the small claims courts of the State of Florida, such dispute may be resolved at the election of either Party in small claims court rather than through arbitration.

Any member may reject this arbitration agreement by sending to the cooperative at Talquin Electric Cooperative Headquarters located at 1640 West Jefferson Street, Quincy, Florida 32351, a notice (“Rejection Notice”) within sixty (60) days after the date of the Annual Meeting where this arbitration agreement was added to the Bylaws. Such Rejection Notice must include the member’s full name, current address, current telephone number, and the account number, and be signed by the member. The Rejection Notice must be mailed with return receipt requested to: Rejection Notice Department. In the event of any dispute concerning whether a member has provided a timely notice of rejection, the member must produce the signed receipt for mailing the Rejection Notice. In the absence of the signed receipt, the Cooperative’s received date stamp on the Rejection Notice shall be

**conclusive evidence of the date of receipt. These instructions constitute the only method that a member can use to exercise the right to reject this arbitration agreement.**

**If the arbitration clause is deemed unenforceable or the parties otherwise litigate a dispute in court, the parties agree to waive any right to a trial by jury in any proceeding brought in court.**

## **ARTICLE XII**

### **Miscellaneous**

**SECTION 1. MEMBERSHIP IN OTHER ORGANIZATIONS.** The Cooperative shall not become a member of or purchase stock in any other organization without an affirmative vote of the members at a duly held meeting, the notice of which shall specify that action is to be taken upon such proposed membership or stock purchase, provided, however that the Cooperative may upon the authorization of the Board of Trustees, purchase stock in or become a member of any corporation or organization organized on a non-profit basis for the purpose of engaging in or furthering the cause of rural electrification, or with the approval of the Administrator of REA, or its successor(s), of any other corporation for the purpose of acquiring utility facilities.

**SECTION 2. WAIVER OF NOTICE.** Any member or Trustee may waive in writing, any notice of a meeting required to be given by these Bylaws. The attendance of a member or trustee at any meeting shall constitute a waiver of notice of such meeting by such member or trustee, except in a case a member or trustee shall attend a meeting for the express purpose of objecting to the transaction of any business because the meeting shall not have been lawfully called or convened.

**SECTION 3. RULES AND REGULATIONS.** The Board of Trustees shall have power to make and adopt such rules and regulations, not inconsistent with law, the articles of incorporation or these Bylaws, as it may deem advisable for the management, administration and regulation of the business and affairs of the Cooperative.

**SECTION 4. ACCOUNTING SYSTEM AND REPORTS.** The Board of Trustees shall cause to be established and maintained a complete accounting system which shall conform so long as the Cooperative is indebted to the Government or any agency or instrumentality thereof, to such accounting system as may from time to time be designated by the Administrator of the Rural Electrification Administration of the United States of America, or its successor(s). All accounts of the Cooperative shall be examined by a committee of the Trustees appointed by the Board of Trustees which shall render reports to the Board of Trustees at least four times a year at regular meetings of the Board of Trustees. The Board of Trustees shall also within sixty (60) days after the close of each fiscal year cause to be made by a Certified Public Accountant a full and complete audit of the accounts, books and financial condition of the Cooperative as of the end of such fiscal year. Such audit of reports shall be submitted to the members at the Annual Meeting next following the close of such fiscal year.

SECTION 5. PAYMENT OF SUBSCRIPTION FOR PUBLICATION OF COOPERATIVE. Payment for electricity shall include for each member a subscription to the Cooperative Newsletter at an annual cost of \$1.00, but not to exceed \$1.50 per member.

SECTION 6. INDEMNIFICATION.

- (a) Trustees, Officers, and Employees. The Cooperative shall indemnify and hold harmless any former or current Cooperative trustee, officer, or employee in defending a threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, whether formal or informal, and an appeal (“Indemnification Proceeding”), brought by reason of the fact that such person is or was a trustee, officer, or employee of the Cooperative, provided the individual was (i) wholly successful in the Indemnification Proceeding on the merits or otherwise; (ii) determined by the Board of Trustees to have acted in good faith, reasonably believed they were acting in the best interest of the Cooperative, and (in a criminal action) had no reasonable cause to believe their conduct was unlawful; and (iii) not determined by the Board of Trustees to have received an improper personal benefit.

This indemnification is against (i) any reasonable expense, including attorneys fees, incurred in connection with an Indemnification Proceeding; and (ii) the obligation to pay a judgment, settlement, penalty, fine, or reasonable expense (collectively “Indemnification Expenses”).

Notwithstanding the foregoing, the Cooperative shall not be obligated to indemnify any Cooperative trustee, officer, or employee in an Indemnification Proceeding brought on behalf of the Cooperative in which the individual was adjudged liable to the Cooperative.

- (b) Agents and Representatives. The Board of Trustees may, in its discretion, indemnify and hold harmless any individual or entity acting as an agent or representative of the Cooperative for their Indemnification Expenses in defending an Indemnification Proceeding, brought by reason of the fact that such person or entity is or was acting as an agent or representative of the Cooperative.
- (c) Advancement of Expenses. The Cooperative shall advance funds to pay for or reimburse reasonable expenses, including attorneys fees, incurred by a Cooperative trustee, officer, or employee in defending an Indemnification Proceeding, if the individual agrees in writing to repay any funds advanced if the individual is (i) not wholly successful on the merits or otherwise; (ii) determined by the disinterested members of the Board of Trustees not to have acted in good faith, not reasonably believed they were acting in the best interest of the Cooperative, and (in a criminal action) had no reasonable cause to believe their conduct was lawful; or (iii) determined by the disinterested members of the Board of Trustees to have received an improper personal benefit.



The Board of Trustees may, at its discretion, advance funds to pay for or reimburse reasonable expenses, including attorneys fees, incurred by an agent or representative of the Cooperative in defending an Indemnification Proceeding, subject to the foregoing requirements.

- (d) Indemnification Authority. The Board of Trustees shall determine by a majority vote all decisions related to indemnity, including but not limited to: (i) an individual or entity's entitlement to indemnity and/or the advancement of Indemnification Expenses where not otherwise explicitly required by these Bylaws; (ii) whether an individual or entity acted in good faith, reasonably believed they were acting in the best interest of the Cooperative, and (in a criminal action) had no reasonable cause to believe their conduct was unlawful; (iii) whether the individual or entity received an improper personal benefit; and (iv) the reasonableness of the Indemnification Expenses incurred.
- (e) Compliance with Applicable Laws. Notwithstanding Subsections (a) through (d), the Cooperative shall not indemnify nor advance any expenses to the extent indemnification is prohibited by law.
- (f) Indemnification Requirements. The Board shall adopt policies setting forth indemnification requirements including, but not limited to, the obligation to provide the Cooperative prompt notice of an Indemnification Proceeding, the indemnitee's obligation to cooperate, the Cooperative's right to approve counsel, and the Cooperative's right to consent to any settlement of an Indemnification Proceeding.

SECTION 7. RULES OF ORDER. Guide for parliamentary rules. Parliamentary procedure at all meetings of the members, of the Board of Trustees, of any committee provided for in these Bylaws and of any other committee of the members of the Board of Trustees which may from time to time be duly established shall be governed by the most recent edition of Robert's Rules of Order Newly Revised, except to the extent such procedure is otherwise determined by law or by the Cooperative's Articles of Incorporation or Bylaws.

SECTION 8. REFERENCE TO DAYS. For the purposes of these Bylaws, all references to days shall mean calendar days unless otherwise stated to mean business days.

### **ARTICLE XIII** Amendments

These Bylaws may be altered, amended, or repealed by a vote of the members in conjunction with a members' meeting either by mail-in ballot or in-person ballot or, if not in conjunction with a members' meeting, then by a vote of the members by mail-in ballot. If the vote is being conducted in conjunction with a members' meeting, then notice of the proposed amendment shall be included with the notice of the members' meeting. If the vote is not being conducted in conjunction with a members' meeting, then notice of the proposed amendment shall be included with the notice to members of each specific matter to be voted upon as required by Article III, Section 5. The affirmative vote of a majority of a quorum is required to approve any Bylaw

amendment. The notice of the proposed amendment shall identify the specific bylaw provision(s) to be to be amended and shall state, at minimum, the general nature of the proposed amendment(s). A complete copy of the proposed amendment shall be made available to all members on the Cooperative's website and at the Talquin Electric Cooperative Headquarters from the date of the notice through the date of the election.