



Central Electric Cooperative

A Touchstone Energy[®]
Cooperative



Member Handbook

Office: 1-800-521-0570
Emergency/Outage 1-800-282-8610
www.central.coop

01/2020



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A Touchstone Energy® Cooperative 

Welcome to Central Electric Cooperative!

Congratulations! As a member of Central Electric Cooperative (CEC) you share ownership of a successful non-profit electric distribution utility. This handbook will help you understand your ownership role and answer your questions.

Office hours: Monday - Friday from 8 a.m. to 4:30 p.m.

Closed: New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Christmas Eve and New Years Eve. Open 8 a.m. to 12 p.m.

Office: **800-521-0570**

Outages: **800-282-8610**

Fax: 724-399-2300

Website: www.central.coop

Address: Central Electric Cooperative, Inc.

716 Route 368
P.O. Box 329
Parker, PA 16049

Information About Your Cooperative

As of this publication, CEC serves 26,153 meters, with the system operating approximately 3,270 miles of line. The cooperative employs around 72 people. Wholesale power is purchased from Allegheny Electric Cooperative, Inc., a generation and transmission cooperative organized by the 13 Pennsylvania and one New Jersey rural electric cooperatives.

CEC was legally incorporated in Pennsylvania and the charter was signed on July 12, 1937. The certificate of incorporation is dated August 6, 1937. The first section of line was energized on August 18, 1938. Today, CEC is one of the largest rural electric cooperatives of the 13 in Pennsylvania.

CEC is headquartered in Parker, Pennsylvania. The service area includes sections of Allegheny, Armstrong, Butler, Clarion, Forest, Mercer, and Venango counties.

What is a Cooperative?

A cooperative is a non-profit business owned by the people who use its services. This means, as a member of CEC, you are actually part owner of a non-profit electric utility. Your cooperative is not owned by the government — the people who use its services are the owners and this includes you!

The *Cooperative Principles*:

Voluntary and Open Membership - Cooperatives are voluntary organizations open to all persons able to use their services and willing to accept responsibilities of membership, without gender, social, racial, political, or religious discrimination.

Democratic Member Control - Cooperatives are democratic organizations controlled by their members, who actively participate in setting policies and making decisions. The elected representatives are accountable to the membership. In primary cooperatives, members have equal voting rights (one member, one vote), and cooperatives at other levels are organized in a democratic manner.

Members' Economic Participation - Members contribute equitably to, and democratically control, the capital of their cooperative. At least part of that capital is usually the common property of the cooperative. Members usually receive limited compensation, if any, on capital subscribed as a condition of membership. Members allocate surpluses for any or all of the following purposes: developing the cooperative, possibly by setting up reserves, part of which at least would be indivisible; benefiting members in proportion to their

transactions with the cooperative; and supporting other activities approved by the membership.

Autonomy and Independence - Cooperatives are autonomous, self-help organizations controlled by their members. If they enter into agreements with other organizations including governments or raise capital from external sources, they do so on terms that endure democratic control by their members and maintain their cooperative autonomy.

Education, Training, and Information - Cooperatives provide education and training for their members, elected representatives, managers, and employees so that they can contribute effectively to the development of their cooperatives. They inform the general public, particularly young people and opinion leaders, about the nature and benefits of cooperatives.

Cooperation Among Cooperatives - Cooperatives serve their members most effectively, and strengthen the cooperative movement, by working together through local, national, regional, and international structures.

Concern for Community - While focusing on member needs, cooperatives work for the sustainable development of their communities through policies accepted by their members.

Touchstone Energy Provides High Standards

CEC is a member of Touchstone Energy, a national alliance of local, consumer-owned electric cooperatives providing high standards of service to customers large and small. More than 730 Touchstone Energy Cooperatives in 46 states are delivering energy and energy solutions to more than 42 million members-owners every day. Touchstone Energy Cooperatives serve their members with integrity, accountability, innovation, and a long-standing commitment to communities.

Annual Meeting of Members

CEC holds its Annual Meeting of the Members at a time and place designated by the board of directors. All members are invited to attend and hear reports on the operation of their cooperative for the past fiscal year. They have the opportunity to elect directors and take an active part in the transaction of any other business that may come before the meeting.

Your CEO/General Manager and board of directors attempt to make annual meetings interesting, informative, and entertaining. By attending, you will have better knowledge of your cooperative and exercise your right to take an active part in the operation. You will receive an official notice of the annual meeting not less than 10 days or more than 30 days prior to the event. We hope you attend.

Board of Directors

Cooperative operations are carried out under policies set by a board of directors.

Each director is a member of the cooperative, just as you are, and receives electric service from the cooperative, just as you do. As members, they are subject to the same bylaws, policies, rates, and operating practices of the cooperative as other members.

Cooperative members elect directors through a ballot process. Results are announced at the annual meeting. Each member has ***one vote***, even though he/she may have more than one meter connection on cooperative lines.

Each of the eight directors is elected to a four year term and may be re-elected. Two directors are elected each year at the annual meeting by a vote of the members. Prior to the annual meeting, the board appoints a nominating committee which is made up of at least one member from each of the five counties. The committee may select a greater number of nominees than are to be elected.

Directors meet regularly on the third Monday of each month and may be called to special meetings. They are expected to attend state, regional, and national meetings and are encouraged to participate in seminars for directors where they gain knowledge on specialized and technical subjects on which they must make decisions.

The board sets rates. The Federal Rural Utilities Service (RUS) provides funds for the growth and maintenance of electric cooperative systems. Even though electric cooperatives are not under the direct oversight of the Pennsylvania Public Utility Commission (PUC), all Pennsylvania cooperatives generally follow PUC recommendations and guidelines for policies regarding winter disconnections, member assistance programs, and other procedures.

Directors receive no salary, or other compensation, but receive a fee for attending each meeting, and are reimbursed for any expenses they incur. They are expected to review all activities of the cooperative, to attend training courses to improve their ability as a director, and to meet with other cooperative directors to exchange ideas.

CEC Board of Directors

Nancy (Terwilliger) Lendyak
Kenneth D. Durrett, Vice President
Robert W. Smith
Jody P. Weaver, President
Richard L. Weaver
Bette D. Walters
Kenneth D. Etzel
Althea M. Smith, Secretary/Treasurer

Armstrong County
Butler County
Butler County
Clarion County
Clarion County
Forest County
Venango County
Venango County

Member Aware Advisory Committee

The cooperatives Member Aware Advisory Committee (MAAC) structure was formed in 1985. This group consists of a minimum of eight member couples who meet periodically over a two-year period to review policies and procedures that directly affect the membership. They also make recommendations to the board of directors on how the cooperative can better serve you. Please contact the cooperative if you are interested in serving on this committee in the future. A new committee is selected every two years, with all new volunteers.

Engineering

Power Outages

If an outage should occur, please check your fuses or circuit breakers before calling. Check to see if your neighbors have power. If you're still not sure, you may want to check your meter for a reading on the display. An active meter will blink all eights, then a reading. *If you report a false power outage, you could be billed for the call out.*

When you have determined the problem is not with your electrical system, dial the toll-free number **800-282-8610** to report the outage. When you call in to report an outage, the Outage Reporting System should recognize your phone number using the caller identification code provided by the phone company. If the system does not recognize your number, use your account number or meter number and follow the prompts to report your outage. You can also report an outage on CEC's website or SmartHub.

It's very important that CEC has your current phone or cell phone number (if this is what you use during an outage) in our records. If your phone number changes, call us. When the lights go out, we want to get power restored to your home or business as quickly as possible.

New Services

If you are a new member requiring the initial installation for electric service on your property, you will be asked to execute and submit a legal easement for construction and service for electric lines and poles on your property. You will be responsible for line extension costs associated with the new service.

If you are already a member, you may be asked to execute and submit a legal easement for construction and service for electric lines and poles on your property even if they already exist. Granting of right-of-way helps keep your electric rates low and service dependable.

Your Electric Service

All wiring beyond the metering point is the member's responsibility. All wiring (including service entrances, switch boxes, fixtures, and other equipment) is the

property of the member. However, the installation must comply with or exceed National Electric Safety Code requirements. It must also meet the requirements of the Cooperative and any applicable state and local codes and regulations. All new services must be inspected by a Certified Electrical Inspector prior to connection. Requirements specific to the member's particular type of residential service may be obtained on CEC's website.

You can be very helpful in reporting line conditions that need attention such as:

- Broken or leaning poles
- Wires sagging too low
- Trees growing into the line
- Broken insulators
- Sparks coming from a main line or transformer

Anytime you notice something like this, please contact our office. We are here to keep the lines in good shape for the best service possible to you.

Electric Disturbances

All members are expected to use the energy provided by the cooperative in a safe and efficient manner that does not disturb the electric service of others. When such conditions exist that a member's use of service is interfering with the electric service of others, such as, but not limited to, voltage drops caused by motor starts, welders, air conditioners, and the like, the member who is causing the interference will be required to take steps to eliminate the condition. This includes the addition of new load at an account, to the extent that it exceeds the capacity of the cooperatives distribution system. If the cooperative determines that facilities must be upgraded or modified to correct interference, or to correct a hazardous situation, the member deemed responsible may be charged for such work. Please contact the cooperative if you are adding new loads, building a new building, or have a question about the impact of certain equipment on the cooperatives electric distribution system.

Member Services

Capital Credits

CEC is a not-for-profit corporation. This means that no stock is sold, there are no dividends declared, and any excess revenue over expenses (net margin) belongs to the members who provided that margin by purchasing electricity. Each year this is credited to the capital account of each member in proportion to the amount of electricity they purchased. At such time as the financial position of the cooperative permits, these credits are refunded. Such refunds are regulated by the terms of the mortgage held by the federal government.

CEC's capital is rotated by using a percentage method of return. Most members should receive an annual bill credit based on the amount of capital credits in their account. Long term members, with higher value in their capital credit account, receive a larger capital credit refund when margins are retired. As newer members

continue receiving service, their capital credit accounts will grow, as well as their refund. The refund will be made as a credit on the electric bill.

Deceased estate settlements are also available to retire the capital credit account in full. This method was started in 1991 and a seven percent discount factor is used to clear out the account. It is important to notify CEC of name changes (person on the account is deceased or has married, etc.) and address changes. Upon request, a form will be sent to you which will require a signature.

Website

You can pay your bill (and find out about all our services and programs) on our website — any time of the day or night. Check us out at www.central.coop.

How to Pay Your Bill

Online Bill Pay – CEC offers on-line bill pay for your convenience. Go to www.central.smarthub.coop. You will need your account number to create an account and sign in the first time. You can view and pay your bill, service your account, and review your outage history.

Automatic Bill Pay – For your convenience, you can set up your bill to be automatically drafted each month from a checking or savings account, or a debit/credit card. We will debit your account on the due date; if this date is a weekend or holiday, the amount will be deducted on the next business day.

Credit Card/Check – We accept Visa, Mastercard, American Express, and Discover as payment for your electric bill and other cooperative services. Payments can be accepted on-line or over the phone.

Budget Billing – Budget billing is helpful to those members who have high bills during a part of the year and lower bills in other parts of the year — such as electric heat in winter or air conditioning in summer. Payment under this plan permits members to pay a specified amount each month for electric service. All accounts using budget payments must be paid in full in April of each year. If the member's bill shows a credit balance, indicating over-payment for the year, the credit will be applied toward the next budget year. If interested in budget billing, contact a Member Services Representative at 800-521-0570.

Special Payment Arrangements – Please call CEC's office if you know you're going to have trouble meeting the billing due date. Do not wait until a late payment or disconnection notice arrives. We understand that unforeseen problems occur. CEC's Collection Representatives are ready to assist you.

Energy Assistance Programs – There are several programs available for members who are having difficulty paying their electric bills including Family Fund and the Low Income Home Energy Assistance Program (LIHEAP).

Family Fund assists needy families or individuals who have their permanent

residence on CEC lines. Funds are raised through contributions from members and employees. Each fund is administered by different agencies. To apply contact:

Allegheny County: Department of Human Services-412-350-3911

Armstrong County: Community Action Office-724-545-3613

Butler County: The Salvation Army-724-287-5532

Clarion County: Charitable Deeds-814-797-0286

Forest County: Information & Referral Service-814-755-3552

Venango County: Office of Economic Opportunity-814-432-9767

LIHEAP is a federal program administered by the State Department of Public Welfare and assists low income families with their heating bills. LIHEAP is a grant and you do not have to be on public assistance to qualify. Contact:

Allegheny County: 1-800-851-3838

Armstrong County: 1-800-543-5105

Butler County: 1-866-256-0093

Clarion County: 1-800-253-3488

Forest County: 1-800-876-0645

Mercer County: 1-800-747-8405

Venango County: 1-877-409-2421

Automated Meter Reading

CEC utilizes automated meter readings. Meters send usage data to CEC's office over the power lines on a daily basis. This information can be used for billing, resolving billing issues, and identifying power outages. Our automated meters only record usage data. They do not and can not tell what is on, or how and when devices in the home are being used.

Billing Information

An electric bill is sent monthly to each member. You may pay your bill by mail, online, over the phone, or in person at CEC's office. Our regular business hours are from 8 a.m. to 4:30 p.m., Monday through Friday. SmartHub is available 24/7.

When You Move

You are responsible for the electric service recorded by your meter until you notify CEC to disconnect service in your name. If you plan to move, please notify us in advance. Also, please provide us with your forwarding address so we can send the final bill and any future capital credit refunds.

Reconnect Policy

When service is disconnected for any reason other than the sale of the property, and reconnection is requested within a year of disconnecting, a connection fee will be assessed. This fee will consist of the minimum charge for each month the service was idle plus the standard reconnect fee; any unpaid balances and/or a deposit will also be required before the service can be reconnected.

If reconnection is requested more than 12 months after disconnection was made, the minimum charge for the idle months is not applicable. However, service must be inspected by a Certified Electrical Inspector (at the cost of the member) prior to reconnection.

If the member requests removal of the cooperatives facilities and then asks for service to be restored, that member would be required to pay the line extension fee for a new service.

Disconnection for Non-Pay

If a Disconnection Notice is issued and the service is later disconnected for non-payment, the member must pay all charges calculated to the disconnection reading prior to reconnecting service. A reconnect charge and/or a deposit will also be assessed and must be paid prior to reconnecting.

Products/Services

Power Lines

The Power Lines newsletter is published monthly and sent to members with electric bills. One of the principles of a cooperative is to educate and inform its members. Power Lines offers insights into energy efficiency and safety, and informs members about cooperative meetings, policy changes, and program offerings. You can also find Power Lines on our website www.central.coop.

Generlinks

With a GenerLink® Transfer Switch, you can operate your emergency generator safely, protecting linemen from dangerous back feeds. The cooperative installs the transfer switch neatly into your meter socket. A cord is provided that links your generator to your homes electrical circuit for easy access to emergency power.

Load Management Program

Members may choose to participate in this program if they have an electric heating system and back up heat source. Members must agree to having their heating/cooling system and electric water tank interrupted during peak times and will receive a reduced rate. Members may also participate with only an electric water heater for a bill credit.

Water Heater Program

Members may purchase an electric water heater at a reduced price that includes installation. Members must agree to participate in our Load Management Program. Installations are limited to residential rate class members only.

Surge Protectors

Members may purchase Brooks Utility Products meter socket surge protectors. The device guards electro-mechanical “white” appliances from damaging voltage disturbances such as lightning and other problems that can occur on an electrical distribution system. CEC will install the device into your meter socket.

Outdoor Lighting

CEC offers an outdoor dusk-to-dawn lighting program as a service to members for as little as 28 cents a day. For this small monthly fee, the cooperative installs and maintains the light for you. Available to all member of CEC for outdoor lighting are the small security light, large security light, HPS flood light, or large street light (costs vary based on light).

Rebates

CEC offers rebates for Energy Star rated appliances and heat pumps. Purchasing Energy Star products insure that members are making the most energy efficient and environmentally beneficial selections. Rebate funds are available from energy credits earned by our power supplier’s renewable generation assets. Check our website for availability of rebates.

Community

Good Neighbor Scholarship Fund

The Good Neighbor Scholarship Fund consists of scholarships to be awarded annually. Funds are given in the form of one time scholarships to selected students and returning adults who attend an accredited post secondary educational institution. Students must live in a house receiving electric from CEC to be eligible. Students are scored on an essay as well as on their non-paid service to their school, community, or church. Scholarship amounts may vary from year to year.

Youth Tour

CEC invites high school juniors to experience a trip of a lifetime. Youth Tour brings over 1,500 high school students from across America to Washington, D.C. in June to experience our nation’s capital, sight see, meet legislators, and learn about electric cooperatives. All expenses are paid by CEC. We encourage interested students and parents to visit our website at www.central.coop. Students must live in a house receiving electric from CEC to be eligible.

First Responders Training

CEC understands the importance of teaching electrical safety. The goal of our First Responders Electrical Hazards Training is to help first responders work safely in emergencies where electric utility lines are involved. Firefighters, police, EMTs, and

others, who are typically first on the scene in an emergency, face the greatest risk from electrical contacts and fires. Understanding the potential dangers and learning how to deal with them correctly makes everyone safer.

Safety City Demonstration

CEC is committed to raising awareness about electrical safety. Our Safety City Demonstration is a no-cost, educational electrical-safety demonstration for fourth and fifth grade students. This program offers students a fun, hands-on experience. The demonstration helps take electrical safety from just words to real life examples. It teaches students to be aware of electrical hazards in our surroundings and what steps they can take to prevent being one of the hundreds of deaths and thousands of injuries that occur each year because of electrical hazards.

Hot Line Demonstration

In an effort to raise electrical safety awareness, CEC offers a live demonstration that simulates electrical hazards on a life size model of a power distribution system. The focus is on emergency and outage situations while showing how electricity is distributed, why power could be interrupted, and how the linemen restore power safely. This demonstration is located indoors at the cooperatives office.

BYLAWS
CENTRAL ELECTRIC COOPERATIVE, INC.

ARTICLE I
MEMBERSHIP

SECTION 1.01 MEMBER QUALIFICATIONS. Except as otherwise provided in these Bylaws, an individual or Entity will become and remain a member of the Cooperative only if: (1) the individual or Entity is a person with the capacity to enter legally binding contracts ("Person"), and (2) the Person receives electric service from the Cooperative.

An "Entity" includes a domestic or foreign: cooperative; business or nonprofit corporation; sole proprietorship; unincorporated association; limited liability company; partnership; trust; estate; persons having a joint or common economic interest; and local, regional, state, federal, or national government, including an agency or division of government. A Person, either individually or through an Entity not considered legally separate from the Person, may not hold more than one membership in the Cooperative. Persons occupying a location to or for which the Cooperative provides electric service may not hold more than one membership in the Cooperative.

SECTION 1.02 MEMBERSHIP PROCEDURE. A qualified Person will become a Member and consents to becoming a Member of the Cooperative upon requesting and receiving electric service from the Cooperative. A copy of these Bylaws shall be provided to all new Members and potential Members upon their request for electric service and membership, and to any existing Member on request. All persons or entities requesting and/or receiving electric service from the Cooperative agree to comply with all Articles, Bylaws, Rules, Regulations and Procedures of the Cooperative, as they are, or may change, from time to time.

SECTION 1.03 MEMBERSHIP CERTIFICATES. Membership in the Cooperative shall be evidenced by a membership certificate which shall be in such form and shall contain such provisions as shall be determined by the Board. No membership certificate shall be issued for less than the membership fee, if any, nor until such membership fee has been fully paid. Membership fees and certificates are nontransferable.

SECTION 1.04 JOINT MEMBERSHIP. Married couples residing together in the same residence will hold a joint membership in the Cooperative. ("Joint Membership"). A Joint Membership will consist only of two individuals joined in marriage, each of whom qualifies to be a Member.

A. Qualified persons become joint members of the Cooperative and consent to being joint members (Joint Members) in the same manner as Members become Members and consent to being Members.

B. Except as otherwise provided in these Bylaws, Joint Membership is held jointly and severally by each Joint Member and each have the same rights, benefits, privileges, obligations, requirements, and liabilities as Members.

For a Joint Membership:

- 1) Joint Members act as one and have the rights and obligations as one Member;
- 2) Notice to either person of a Joint Membership constitute notice to the Joint

Membership;

3) Waiver of either person of a Joint Membership constitutes waiver by the Joint Membership;

4) The presence of a Joint Member constitutes the presence of the Joint Membership;

5) The vote of either Joint Member constitutes the vote of the Joint Membership and shall constitute only one vote;

6) If either Joint Member signs a document, or otherwise acts, then the signature or action binds the Joint Membership;

7) Either Joint Member, but not both, may be a Director provided that Joint Member otherwise qualifies, and, except as otherwise determined by these Bylaws, a Joint Member's qualification to be a Director will not be affected by the qualifications of the other individual of a Joint Membership;

8) If, in the case of death or divorce, one Joint Member continues to legally use, receive, or purchase a Utility Service at the same location, then the Joint Membership converts to a membership in the name of the Joint member continuing to legally use, receive, or purchase a Utility Service at the same location;

9) The suspension/termination of a Joint Member constitutes the suspension/termination of the Joint Membership; and

C. An individual of a Joint Membership will not have an interest in the capital credits of the account representing such membership unless the records of the Cooperative reflect that such individual was listed as an owner from the commencement of the capital credit account or otherwise such individual was added to the capital credit account by the other joint member. In such cases where both parties to a Joint Membership are listed as the account holder of the accrued capital credits, such ownership shall be held by the married couple as tenants by the entireties.

D. A Joint Membership may be converted to a single membership upon the written request of the individuals comprising the Joint Membership and an agreement by the person who wishes to become the single Member. A single membership may be converted back to a Joint Membership upon the request of the holder of the single membership and the consent of the spouse. Conversion of a Joint Membership to a single membership does not relieve the severing spouse from debts owed the cooperative. A single membership being converted to Joint Membership will not convert the ownership of the capital credit account unless the steps taken in paragraph C of this Joint Membership bylaw has been taken.

SECTION 1.05 MEMBERSHIP FEE. The membership fee, if any, shall be as determined from time to time by resolution of the Board of Directors of the Cooperative. Such resolution shall indicate whether such fee shall be refundable and may eliminate the fee entirely.

SECTION 1.06 MEMBERSHIP AGREEMENT. The Articles and these Bylaws are contracts between the Cooperative and a Member. By becoming a member, the member acknowledges that: (1) Every member's cooperation is a vital and integral part of the Cooperative; (2) the Cooperatives successful operation depends upon each member complying with the Governing Documents, and (3) Members are united in an interdependent relationship. By becoming a Member, such Member agrees:

1. that the Articles of Incorporation and these Bylaws are contracts between the Cooperative and the Member;

2. to comply with the Articles, Bylaws, and rules and regulations approved by the Board;
3. at prices, rates, or amounts determined by the Board, and pursuant to the terms, conditions, time, and manner specified by the Cooperative, pay the Cooperative for service provided to the Member and for fees, deposits, and contributions required by the Articles, Bylaws, and rules and regulations approved by the Board;
4. to allow the Cooperative access to Cooperative facilities on the Member's property;
5. to reasonably grant without compensation rights-of-way across Member's property for Cooperative facilities to serve other Members or potential Members; and
6. to allow the trimming of trees along rights-of-way to provide for the efficient and safe operation of the electric distribution system.
7. The Cooperative uses reasonable diligence to maintain service, but does not guarantee a constant or regular supply of electricity and shall not be liable for damages due to variations or cessations in such supply.

If a Member fails to comply with the Articles, Bylaws, and rules and regulations approved by the Board, the Cooperative may terminate the Member and the electric service provided to the Member.

SECTION 1.07 TERMINATION OF MEMBERSHIP. The membership of a Member who ceases to receive service from the Cooperative for any reason shall be terminated automatically. Termination of membership in any manner shall not release a Member or his estate from any debts or obligations due the Cooperative. In case of termination of membership in any manner, the Cooperative shall repay to the Member the amount of the membership fee, if any and it being refundable, less any debts and obligations due the Cooperative.

ARTICLE II

RIGHTS AND RESPONSIBILITIES OF MEMBERS

SECTION 2.01. PROPERTY INTEREST OF MEMBERS. Upon dissolution, after

- (a) All debts and liabilities of the Cooperative shall have been paid, and
- (b) All capital furnished through patronage shall have been retired as provided in these Bylaws, Then the remaining property and assets of the Cooperative shall be distributed among the members of the Cooperative at the time of the filing of the certificate of dissolution in the proportion which the aggregate patronage of each bears to the total patronage of all members during the next ten years preceding the date of the filing of the certificate of dissolution.

SECTION 2.02. 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 liable or responsible for any debts or liabilities of the Cooperative.

ARTICLE III

MEETING OF MEMBERS

SECTION 3.01. ANNUAL MEETING. The Annual Meeting of the members shall be held at such time and such place within a county served by the Cooperative, as selected by the Board and which shall be designated in the notice of the meeting, for the purpose of electing Board members, passing upon reports from the previous fiscal year and transacting such other business as may come before the meeting. 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 shall not work a forfeiture or dissolution of the Cooperative.

SECTION 3.02. SPECIAL MEETINGS. Special meetings of the members may be called by resolution of the Board, or upon a written request signed by any three Board members, by the President, or by ten (10) per centum or more of all members. Such resolution or written request shall describe the purpose of the meeting. It shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. Special meetings of the members may be held at any place within one of the counties served by the Cooperative as designated by the Board and shall be specified in the notice of the special meeting.

SECTION 3.03 NOTICE OF MEMBERS MEETINGS. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting or an Annual Meeting at which business requiring special notice is to be transacted, the purpose or purposes for which the meeting is called, shall be delivered to each member not less than ten (10) days nor more than thirty (30) days before the date of the meeting, 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. 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. The failure of any member to receive notice of an annual or special meeting of the members shall not invalidate any action which may be taken by the members at any such meeting.

SECTION 3.04 QUORUM. A quorum for the transaction of business at any meeting of the members shall consist of at least one hundred fifty (150) members. Members voting by mail or by electronic means, as well as members present at the meeting, shall be counted for the purpose of establishing a quorum. If less than a quorum is present at any meeting of the members, the majority of those present may adjourn the meeting from time to time without further notice.

SECTION 3.05 VOTING. Each member shall be entitled to only one (1) vote on each matter submitted to a vote of the membership. All questions shall be decided by a vote of a majority of the members voting thereon except as provided by law, or otherwise provided in the Articles of Incorporation, or these Bylaws.

(a) All voting on the election of Directors, and on any motion or resolution or other matters which are necessary to be voted on by the membership may, if so provided, be by hand delivery, mail or electronic means. Except as otherwise provided in these Bylaws, only actions included on mail or electronic ballots distributed prior to a Member meeting may be voted on at a member meeting. Voting as required by Article IV, Section 5, and Article IX of these Bylaws, or any other matter or resolution not provided to be voted on by hand delivery, mail, or electronic means, may only be by members personally present at such meeting.

(b) Unless otherwise determined by the Board, official ballots received by mail, electronic means, or hand delivered to the Cooperative shall be counted if received by the Cooperative at the close of business on the day of any such meeting. Official ballots may also be deposited at the meeting. The failure of any member to receive a copy of any such ballot shall not invalidate any action which may be taken at the meeting at which the ballot is to be voted.

(c) Oversight of the election process shall be conducted by a Judge of Elections appointed by the Board. The Judge of Elections shall be assisted by a group of volunteer members who will serve as Tellers for the election. The Judge of Elections and the Tellers must not be (1) a member of the Nominating Committee; or (2) an existing, or a close relative of an existing cooperative director, employee or known director candidate.

SECTION 3.06 ORDER OF BUSINESS. Except as otherwise provided in these Bylaws, before or at an Annual or Special Member Meeting the Board shall determine the agenda, program, or order of business for the Member Meeting. Such agenda for an Annual Meeting shall include a report or reports on the condition of the Cooperative.

Except as otherwise provided by the Board before or at a member meeting, the President (1) shall preside, or designate another individual to preside, at the Member Meeting; (2) may remove a Person from the Member Meeting for unruly, disruptive, or similar behavior; and (3) may exercise power reasonably necessary for efficiently and effectively conducting the Member meeting.

SECTION 3.07. PROCEDURE. All meetings of the members shall be conducted in accordance with procedures set forth in Robert's Rules of Order, Newly Revised \ (10th ed.2000) except where otherwise provided by the provisions of these Bylaws.

ARTICLE IV BOARD MEMBERS

SECTION 4.01. GENERAL POWERS. Except as otherwise provided in these Bylaws:

- 1) Cooperative powers must be exercised by the Board, or under the Board's authority;
- 2) Cooperative affairs must be managed under the Board's direction; and
- 3) The Board shall reasonably administer and enforce these Bylaws, or shall ensure that these Bylaws are reasonably administered and enforced.

To the extent the Governing Documents authorize a Person to exercise a power that the Board would otherwise exercise, the Person exercising the power has, and is subject to, the same duties responsibilities, and standards of care of the Board.

SECTION 4.02. ELECTION AND TENURE OF OFFICE. Two Directors shall be elected by ballot at each Annual Meeting of the members to serve a term beginning on the day of the next regular Board of Directors meeting held following the Annual Meeting until the regular Board of Directors meeting held following the Annual Meeting of members four years hence. If an election of Board members shall not be held on the day designated for the Annual Meeting or at any adjournment thereof, a special meeting of the members shall be held for the purpose of electing Board members within a reasonable time thereafter. Board members may be elected by a plurality vote of the members. The two Directors elected shall be elected from the Counties of the

Commonwealth of Pennsylvania, in the following rotation and order and from year

to year commencing at the Annual Meeting in the year 1980.

Clarion County and Butler County
Venango County and Clarion County
Armstrong County and Butler County
Venango County and Forest County

Mercer County shall be considered a part of Venango County, and Allegheny County shall be considered a part of Butler County.

SECTION 4.03. QUALIFICATIONS. Members accepting a seat on the Board of Directors are expected to be able and available to perform all the functions of the position. This includes regular attendance at board meetings, special board meetings, committee meetings and other activities of the cooperative in which board members are expected to participate. It also includes the ability and availability to serve in board offices, committees and as a delegate to affiliated organizations such as the Pennsylvania Rural Electric Association and Allegheny Electric Cooperative. No person meeting any of these violations listed in (a) through (m) of this section 4.03 shall be eligible to become a Board Member.

Upon the establishment of the fact that a Board member, holding office, meets any of the violations listed in (a) through (m) of this section 4.03, the Board, by the affirmative vote of not less than two thirds of the remaining Board Members, at any regular or special meeting may remove such Board Member from office.

Any person is deemed to be in violation if such person:

- (a) is not a natural person with the legal capacity to execute binding contracts;
- (b) is not a member in good standing;
- (c) has been convicted of a felony within the last five (5) years;
- (d) is not a bonafide resident of the county which he is to represent for a minimum period of one continuous year immediately preceding his election;
- (e) is, or a member of his or her immediate family is, in any other way employed in any other business enterprise engaged in selling or distributing electric energy, or is a retired employee of such business enterprise;
- (f) is not consuming and taking service from the facilities of Central Electric Cooperative, Inc., at his or her residence home;
- (g) is, or a member of his or her immediate family is, engaged in selling at wholesale or retail goods, equipment, or material that is used or could be used in and about the business of the Cooperative, the proposed or elected Director shall refrain from sale to the Cooperative during his term of office and candidacy to office;
- (h) is unwilling to become acquainted with the business and working of the Cooperative; does not become familiar and informed in and about the business and affairs of the Cooperative, including training and attendance at seminars and sessions of Directors;
- (i) shall miss more than 2 regular meetings of the board in a calendar year;
- (j) is or was, or his or her spouse is or was, in any way regularly employed by the Cooperative, (the term "regularly employed", as used in these Bylaws, shall not include employment of any person employed only as a "summer employee" and/or as an "intern" and therefore any such employment shall not, in and of itself, deem any person ineligible to become a Board Member, but only to the extent that any such person's employment was not terminated by the General Manager and/or CEO of the Cooperative);
- (k) is the parent, husband, wife, son, daughter, brother, sister, step-father,

step-mother, step-son, step-daughter, step-brother, step-sister, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, niece or nephew of a person regularly employed by the Cooperative, or currently a member of the Board, whether by the whole or half blood or adoptive;

(l) is in violation of these bylaws, published policies of the Cooperative, or any other governing documents;

(m) is not in compliance with any other reasonable qualifications determined by the Board. Nothing contained in this section shall affect in any manner whatsoever the validity of any action taken at any meeting of the Board.

SECTION 4.04 NOMINATIONS. It shall be the duty of the Board to appoint, not less than thirty (30) days before the date of a meeting of the members at which Board members are to be elected, a committee on nominations, consisting of not less than one (1) member from each of the five (5) counties having the largest number in the Cooperative; for said purpose, the county of Mercer shall be considered part of Butler County. No member of the Board shall serve on such committee.

(A) All incumbent Directors are automatically nominated as candidates for the office of Director unless they shall refrain, decline, and refuse to run, and the Nominating Committee shall make the incumbent Director a nominee.

(B) In addition to the automatically nominated incumbent directors, the Nominating Committee shall, and shall only, also nominate candidates for the office of Director whom are eligible to be a Director in accordance with these Bylaws and have submitted a petition for such office which has been signed by twenty (20) members of the Cooperative, and submitted on or before a date set by the Board prior to the meeting of the Nominating Committee.

(C) The Nominating Committee shall post a report of the nominated candidates at the principal office of the Cooperative at least twenty (20) days before the meeting. The Secretary shall be responsible for mailing with the notice of the meeting, a statement of the number of Board members to be elected and the names and addresses of the candidates. There shall be no nominations from the floor of the annual meeting and ballots shall not provide a space for write-ins as only nominated candidates are eligible.

(D) Where only one candidate for Director has been nominated for any one director seat, the nominating report shall constitute a ballot, waiver of the necessity of holding an election and consent the each member's signature thereon constitutes a vote for the candidate. No further action shall be necessary for the election of the qualified candidate who shall thereby be elected director.

SECTION 4.05. REMOVAL OF BOARD MEMBER BY MEMBERS.

(A) A director may be removed for cause by the affirmative vote of a majority of the members present at a special meeting of the members called for such purpose in accordance with the Bylaws.

(B) "Cause" for removal shall mean that the director is alleged to have committed an act or omission adversely affecting the business and affairs of the Cooperative and amounting to gross negligence, fraud or criminal conduct.

(C) No director shall be removed except upon certification that the following procedures have been followed:

(i) A written petition must be presented to the Board, which shall:

(a) Describe in detail each of the charges and the basis therefore. If more than

one director is sought to be removed, individual charges for removal shall be specified.

(b) Be signed by a minimum of ten (10) percent of the members of the Cooperative within sixty (60) days of the date of the petition.

(ii) If the Board determines that the petition complies with paragraph (C) (i) and only if the Secretary certifies the authenticity of the petition, a special meeting of the members shall be noticed in accordance with these Bylaws and shall be held within sixty (60) days after receipt by the Cooperative of the written petition.

(iii) At such special meeting, evidence must be presented in support of the charges. The director shall be entitled to be represented by counsel and shall have the opportunity to refute such charges and present evidence in his or her defense before a vote of the members is taken.

(D) The required quorum at the special meeting for the removal of a director or directors

shall be determined to be the greater in number of the members who voted:

(i) in the election of said director or directors;

(ii) in the election of the director or directors whose vacancy he or she was appointed to fill; or

(iii) in the election of directors conducted at the last annual meeting.

(E) Nothing contained herein, however, shall affect in any manner whatsoever the validity of any action taken at any meeting of the Board of Directors.

SECTION 4.06. VACANCIES. A vacancy occurring in the Board by reason of removal, death, resignation or expulsion shall be filled by the affirmative vote of no less than two thirds of the remaining Board members for the unexpired portion of the term.

SECTION 4.07. DIRECTOR COMPENSATION. As determined by the Board, though resolution and/or policy, the Cooperative may compensate, reimburse expenses, and provide benefits to a Director as follows:

(A) Attendance: For attending a (1) Board meeting; (2) function, meeting, or event relating to the Cooperative; or (3) function, meeting, or reasonably enhancing the Director's ability to serve as a Director.

(B) Other Expectations and Expenses: The Cooperative recognizes that Directors are expected to devote, and do in fact devote, extensive amounts of time and energy to the business of the Cooperative, above and beyond the time actually spent at meetings and other functions. It is understood that Directors are also expected to maintain modern technological services, including, but not limited to, cell phone and Internet service, in order to efficiently and effectively carry out their duties. In recognition of the additional time and effort directors devote to the business of the Cooperative, and in acknowledgment of the additional expected expenses, the Board may elect to provide Directors reimbursement for these additional expenses and/or provide Directors with additional benefits, including but not limited to, health life vision, and/or dental insurance or like benefits, or payments in lieu thereof. The Board may also elect to set a monthly stipend for Directors to cover, in whole or in part, any of these benefits and/or expected additional expenses for which the Director is not otherwise specifically provided or reimbursed.

ARTICLE V

LIMITATION OF PERSONAL LIABILITY OF DIRECTORS; INDEMNIFICATION OF DIRECTORS, OFFICERS AND OTHER AUTHORIZED REPRESENTATIVES

SECTION 5.01. LIMITATION OF PERSONAL LIABILITY OF DIRECTORS.

A director of the Cooperative shall not be personally liable for monetary damages as such for any action taken, or any failure to take any action, unless:

(a) the director has breached or failed to perform the duties of his or her office as defined in Section 5.02 below; and

(b) the breach or failure to perform constitutes self dealing, willful misconduct or recklessness. The provisions of this section shall not apply to (1) the responsibility or liability of a director pursuant to any criminal statute or (2) the liability of a director for the payment of personal taxes pursuant to local, state or federal law.

SECTION 5.02. STANDARD OF CARE AND JUSTIFIABLE RELIANCE.

(a) A director of the Cooperative shall stand in a fiduciary relationship to the Cooperative, and shall perform his or her duties as a director, including his or her duties as a member of any committee of the Board upon which he or she may serve, in good faith, in a manner he or she reasonably believes to be in the best interests of the Cooperative, and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing his or her duties, a director shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any one of the following:

(i) One or more officers or employees of the Cooperative whom the director reasonably believes to be reliable and competent in the matters presented.

(ii) Counsel, public accountants or other persons as to matters which the director reasonably believes to be within the professional or expert competence of such person;

(iii) A committee of the Board upon which he or she does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the director reasonably believes to merit confidence. A director shall not be considered to be acting in good faith if he or she has knowledge concerning the matter in question that would cause his or her reliance to be unwarranted.

(b) In discharging the duties of their respective positions, the Board, committees of the Board and individual directors may, in considering the best interests of the Cooperative, consider the effects of any action upon employees, upon persons with whom the Cooperative has business and other relations and upon communities which the offices or other establishments of or related to the Cooperative are located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of subsection (a) of this section.

SECTION 5.03. INDEMNIFICATION IN THIRD PARTY PROCEEDINGS.

The Cooperative may indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Cooperative) by reason of the fact that he or she is or was a representative of the Cooperative, or is or was serving at the request of the Cooperative as a representative of another corporation, partnership, joint venture,

trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the Cooperative, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Cooperative, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

SECTION 5.04. INDEMNIFICATION IN DERIVATIVE ACTIONS. The Cooperative may indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action or suit by or in the right of the Cooperative to produce a judgment in its favor by reason of the fact the he or she is or was a representative of the Cooperative, or is or was serving at the request of the Cooperative as a representative of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Cooperative and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Cooperative unless and only to the extent that the Court of Common Pleas of Armstrong County or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the said Court of Common Pleas or such other court shall deem proper.

SECTION 5.05.MANDATORY INDEMNIFICATION. Notwithstanding any contrary provision of the Articles of these Bylaws, to the extent that a representative of the Cooperative has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in either Section 5.03 or 5.04 above, he or she shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him or her in connection therewith.

SECTION 5.06. DETERMINATION OF ENTITLEMENT TO INDEMNIFICATION. Unless ordered by a court, any indemnification under Section 5.03 or 5.04 above shall be made by the Cooperative only as authorized in the specific case upon determination that indemnification of the representative is proper in the circumstances because he or she has met the applicable standard of conduct set forth in such paragraph. Such determination shall be made:

- (a) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding; or
- (b) if a majority of Directors so directs, by independent legal counsel in a written opinion.

SECTION 5.07. NON-EXCLUSIVITY AND SUPPLEMENTARY

COVERAGE. The provisions of Section 5.03, 5.04 and 5.05, or any other provisions of law providing for indemnification or advancement of expenses applicable to the Cooperative shall not be deemed exclusive of any other rights to which Cooperative representatives seeking indemnification or advancement of expenses may be entitled under any agreement, vote of members or disinterested directors or otherwise. The Cooperative may create a fund of any nature, which may, but need not be, under the control of a trustee, or otherwise secure or insure in any manner its indemnification obligations, whether arising under or pursuant to Section 5.03, 5.04, 5.05, or otherwise. Indemnification, however, shall not be made in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness.

SECTION 5.08. ADVANCE PAYMENT OF EXPENSES. Expenses incurred by a director, officer, employee or agent of the Cooperative in defending a civil or criminal action, suit or proceeding may be paid by the Cooperative in advance of the final disposition of such action, suit or proceeding upon receipt of a written agreement by or on behalf of such person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Cooperative.

SECTION 5.09. INDEMNIFICATION OF FORMER REPRESENTATIVES.

The indemnification and advancement of expenses provided by, or granted pursuant to, the provisions of this Article shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such person.

SECTION 5.10. INSURANCE. The Cooperative shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Cooperative or is or was serving at the request of the Cooperative as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any capacity or arising out of such person's status as such, whether or not the Cooperative would otherwise have the power to indemnify such persons against such liability.

SECTION 5.11. RELIANCE ON PROVISIONS. Each person who shall act as an authorized representative of the Cooperative shall be deemed to be doing so in reliance upon the rights of indemnification provided by this Article.

ARTICLE VI MEETINGS OF BOARD

SECTION 6.01. REGULAR MEETINGS. A regular meeting of the Board shall be held monthly at such time and place within one of the counties served by the Cooperative as designated by the Board. Such regular monthly meetings may be held without notice other than such resolution fixing the time and place thereof.

SECTION 6.02. SPECIAL MEETINGS. Special meetings of the Board may be called by the Board, the President, or by any three Board members, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. The Board, the President or Board members calling the meeting shall fix the time and place for the holding of the meeting.

SECTION 6.03. NOTICE OF SPECIAL BOARD MEETING. Notice of the time and place of any special meeting of the Board shall be given to each Board Member, either personally or by mail at least five days prior to the meeting, by or at the direction of the Secretary, or upon a default in duty by the Secretary, by the President or the Board Member calling the meeting. 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.

SECTION 6.04. TELECONFERENCE PARTICIPATION IN BOARD MEETINGS. Meetings of the Board may be attended by teleconference as governed by Board policy.

SECTION 6.05. QUORUM. A majority of the Board in office immediately preceding a Board meeting shall constitute a quorum, provided that if less than such majority of the Board is present at said meeting, a majority of the Board present may adjourn the meeting from time to time; and provided further, that the Secretary shall notify any absent Board Members of the time and place of such adjourned meeting. The act of a majority of the Board Members present at a meeting at which a quorum is present shall be the act of the Board, except as otherwise provided in these Bylaws or in the written Policy Bulletin of the Board.

SECTION 6.06. WAIVER OF BOARD MEETING NOTICE. At any time, a Director may waive notice of a Board Meeting by delivering to the Cooperative a written waiver of notice signed by the Director and later filed with the Board Meeting minutes or the Cooperatives records. A Director's attendance at, or participation in, a Board Meeting waives notice of the Board Meeting and any matter considered at the Board Meeting unless the Director:

- (1) Upon arriving at the Board Meeting or before the vote on a particular matter, objects to lack of, or defective, notice of the Board meeting or a matter being considered at the Board Meeting, and
- (2) Does not vote for, or assent to, an objected matter.

SECTION 6.07. PROCEDURE. Except as otherwise provided by the majority of the attending Board/Committee members, at any time, and except as otherwise provided in the governing documents, Robert's Rules of Order, Newly Revised (110th ed. 2000), governs all Board Meetings and Board Committee meetings.

ARTICLE VII OFFICERS

SECTION 7.01. NUMBER. 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. The President, Vice President, Secretary and Treasurer shall be elected by a majority vote of the Directors in office and must be a member of the Board of Directors.

SECTION 7.02. ELECTION AND TERM OF OFFICE. The officers shall be elected by ballot, annually by and from the Board at the first meeting of the Board held 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 following the next succeeding Annual Meeting of the members or until his successor shall have been selected and shall have qualified. A vacancy in any such office shall be filled by the Board for the unexpired portion of the term.

SECTION 7.03. REMOVAL OF OFFICERS AND AGENTS BY THE BOARD. Any officer or agent elected or appointed by the Board may be removed by the Board whenever in its judgment the best interests of the Cooperative will be served thereby.

SECTION 7.04. PRESIDENT. Except as otherwise provided by the Board or these Bylaws, the President:

- 1) shall preside, or designate another individual to preside, at all Board and Member meetings; and
- 2) may sign any deeds, mortgages, deeds of trust, notes, bonds, contracts or other instruments authorized by the Board to be executed, or shall be otherwise required by law 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
- 3) shall perform all other duties, shall have all other responsibilities, and may exercise all other authority, prescribed by the Board.

SECTION 7.05. VICE PRESIDENT. In the absence of the President, or in the event of his inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting shall have all the powers 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 7.06. SECRETARY. Except as otherwise provided by the Board or these Bylaws, the Secretary:

- 1) shall be responsible for preparing minutes of Board and member meetings;
- 2) shall be responsible for authenticating the Cooperatives records;
- 3) may affix the Cooperatives seal to a document authorized or approved by the Board or Members; and
- 4) shall perform all other duties, shall have all other responsibilities, and may exercise all other authority, prescribed by the Board.

SECTION 7.07. TREASURER. Except as otherwise provided by the Board or these Bylaws, the Treasurer shall perform all duties, shall have all responsibility, and

may exercise all authority, prescribed by the Board.

SECTION 7.08. OTHER OFFICERS. The Board may elect or appoint other officers. The same individual may simultaneously hold more than one office. Except as otherwise provided by Law, this individual may not execute, acknowledge, or verify a document in more than one capacity. Other Officers:

- 1) may be Directors or Cooperative employees,
- 2) must be elected or appointed by the affirmative vote of a majority of current Directors;
- 3) may assist the President, Vice President, Secretary or Treasurer; and
- 4) shall perform all duties, shall have all responsibilities, and may exercise all authority, prescribed by the Board.

SECTION 7.09. AUTHORITY TO EXECUTE DOCUMENTS. On the Cooperatives behalf, two Board Officers may sign, execute, and acknowledge a document properly authorized or approved by the Board or Members. The Board may authorize additional Cooperative Officials to sign, execute, and acknowledge a document on the Cooperatives behalf.

SECTION 7.10. BONDS. At the Cooperatives expense, the Cooperative may purchase a bond covering a Cooperative Official.

SECTION 7.11. OFFICER COMPENSATION. Except as otherwise provided by the Board or in a Bylaw addressing Director compensation, reimbursement, salaries, or benefits, the Cooperative may reasonably compensate, reimburse, pay a salary to, or provide insurance or other benefits to, an Officer.

SECTION 7.12. REPORTS. The officers of the Cooperative shall submit annually to 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 VIII 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.

(a) **PATRON.** The term "Patron" means a member.

(b) **JOINT MEMBERSHIP.** Upon receiving written notice and sufficient proof of the termination, conversion, or alteration of a Joint Membership: (1) through the death of a Joint Member, the Cooperative shall assign and transfer the Capital Credits of the Joint Membership, allocated, or to be allocated, to the surviving Member; or (2) other than through the death of a Joint Member, and except as otherwise provided by a court or administrative body of competent jurisdiction, and except as otherwise provided by the Joint Members, the Cooperative shall assign and transfer to each Joint Member an equal portion of Capital Credits allocated, or to be allocated, to the Joint Membership.

SECTION 8.02. ALLOCATING AND CREDITING CAPITAL. In the furnishing of electric service the Cooperatives 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 service in excess of operating costs and expenses properly chargeable against the furnishing of electric service. All such amounts in excess of the aforesaid 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 capital. 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 such capital, if any, so furnished by each patron is clearly reflected and credited in an appropriate record to the capital account of each patron. All such amounts credited to the capital account of any patron shall have the same status as though they had been paid to the patron in cash in pursuance of a legal obligation to do so and the patron had then furnished the Cooperative corresponding amounts for capital. All other amounts received by the Cooperative in excess of cost and expenses may, insofar as permitted by law, be (a) used to pay or offset any Cooperative cost or expense incurred during the current or any prior fiscal year and/or (b) may be allocated all or in part to patrons on a patronage basis and any amount so allocated shall be included as part of the capital credited to the accounts of patrons, as herein provided, and/or (c) retained by the Cooperative as permanent, non-allocated capital, devoted to such reserves for improvement, new construction, depreciation and contingencies as the Board of Directors may, from time to time, prescribe. Provided further, however, that the Board of Directors shall have the power to adopt rules providing for the separate retirement of that portion ("power supply portion") of capital credited to the accounts of patrons which corresponds to capital credited to the account of the Cooperative by an organization furnishing electric service to the Cooperative. Such rules shall (a) establish a method for determining the power supply portion of capital credited to each patron for each applicable fiscal year, (b) provide for separate identification on the Cooperatives books of the power supply portion of capital credited to the Cooperatives patrons, and (c) preclude a general retirement of the power supply portion of capital credited to patrons for any fiscal year prior to the general retirement of other capital credited to patrons for the same year of any capital credited to patrons for any fiscal year. Capital credited to the account of each patron shall be assignable only on the books of the Cooperative pursuant to written instruction from the assignor and only to successors in interest or successors in occupancy in all or a part of such patron's premises served by the Cooperative unless the Board, acting under policies of general application, shall determine otherwise.

SECTION 8.03. DISTRIBUTION OF COOPERATIVE CAPITAL

CREDITS UPON DISSOLUTION. 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.

SECTION 8.04. GENERAL CAPITAL CREDIT RETIREMENTS. 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 credited to patrons' accounts may be retired in full or in part. Any retirement of capital shall be made in a manner selected by the Board of Directors, and determined by the Board

of Directors as fair and equitable to the members of the Cooperative.

SECTION 8.05. SPECIAL RETIREMENT OF CAPITAL CREDITS.

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, if the legal representatives of his estate shall request in writing that the capital credited to any such patron be retired prior to the time such capital would otherwise be retired under the provisions of these Bylaws, to retire capital credited to any such patron immediately upon such terms and conditions as the Board, 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.

SECTION 8.06. APPLICATION OF CAPITAL CREDITS TO OUTSTANDING BALANCES OF PAST PATRONS.

The Cooperative may use any capital credits to be refunded to past patrons to satisfy any outstanding debts due the Cooperative from the past patron until such balance is satisfied in full.

SECTION 8.07. DUTIES AND OBLIGATIONS OF PATRONS.

The patrons of the Cooperative, by dealing with the Cooperative, acknowledge that the terms and provisions of the Articles of Incorporation, Bylaws and Membership Application 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.

ARTICLE IX

DISPOSITION OF PROPERTY

The Cooperative may sell, lease, lease-sell, exchange or otherwise dispose of all or substantially all of its assets only when authorized by the affirmative vote of two-thirds (2/3) of all the members of the Cooperative under and subject to the provisions of the Electric Cooperative Law of 1990 including without limitation the provisions set forth in Section 7331 thereof; provided, however, that notwithstanding anything herein contained, the Board 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 a deed or deeds or trust upon, or the pledging or encumbering of, any or all of the property, assets, rights, privileges, licenses, franchise and permits of the Cooperative, whether acquired or to be acquired, and wherever situated, as well as the revenues and income there from, all upon such terms and conditions as the Board shall determine, to secure any indebtedness of the Cooperative.

ARTICLE X

SEAL

The corporate seal of the Cooperative shall have inscribed thereon the name of the Cooperative and the words "Corporate Seal Pennsylvania."

ARTICLE XI

FINANCIAL TRANSACTIONS

SECTION 11.01. CONTRACTS. Except as otherwise provided in these Bylaws, the Board 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 11.02. CHECKS, DRAFTS, ETC. All checks, drafts or other orders for the payment of money, and all notes, bonds or other evidences of indebtedness issued in the name of the Cooperative shall be signed and/or countersigned by such officer or officers, agent or agents, employee or employees of the Cooperative and in such manner as shall from time to time be determined by resolution of the Board.

SECTION 11.03. DEPOSITS. All funds except petty cash of the Cooperative shall be deposited from time to time to the credit of the Cooperative in such bank or banks as the Board may select.

SECTION 11.04. FISCAL YEAR. The fiscal year of the Cooperative shall begin on the first day of January and each year shall end on the thirty-first day of December of the same year.

ARTICLE XII

GENERAL

SECTION 12.01. 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, purchase stock in or become a member of any corporation or organization organized for the purpose of engaging in or furthering the cause of rural electrification, allied services and the Cooperative, or with the approval of the appropriate regulatory bodies, of any other corporation for the purpose of acquiring electric facilities.

SECTION 12.02. POLICIES, RULES AND REGULATIONS. The Board shall have power to make and adopt such policies, rules and regulations, not inconsistent with law, the Articles of Incorporation or these Bylaws, as it may deem advisable for the management of the business and affairs of the Cooperative.

SECTION 12.03. ACCOUNTING SYSTEM AND REPORTS. The Board shall cause to be established and maintained a complete accounting system which, among other things, and subject to applicable laws and rules and regulations of any regulatory body, shall conform to such accounting system as may from time to time be designated by the Administrator of the Rural Utilities Service of the United States of America. The Board shall also 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. A report of such audit shall be submitted annually to the members.

ARTICLE XIII AMENDMENTS

These Bylaws may be altered, amended, or replaced by the affirmative vote of not less than two-thirds (2/3) of the total membership of the Board, at any regular or special meeting of the Board, provided that the following procedures have been observed:

1. The proposed alteration, amendment, or repeal of the Bylaws was presented to the members of the Board at a regular or special meeting of the Board at least fifteen (15) days but not more than sixty (60) days prior to the meeting at which a vote is to be taken; and
2. The members of the Board are notified in writing with the notice of the meeting that a vote will take place on a proposed change in the Bylaws along with a description of the proposed change.
3. Edits to the language of a proposed Bylaw change, which do not change the intent of the proposed Bylaw change and otherwise meet the requirements of paragraphs 1 and 2 of this section, will not require additional notice prior to consideration and voting.

ARTICLES OF INCORPORATION

On August 6, 1937, the original incorporators of Central Electric adopted the “Articles of Incorporation”, as required by Pennsylvania state law, and under the “Electric Cooperative Corporation Act” (Number 389). Reference is made to these Articles on several pages of the Bylaws. A copy of the “Articles” is on file at the Cooperative office and may be reviewed by any interested member.

Nondiscrimination Statement

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

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

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

*(1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;*

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Data Collection Information — New Members

Federal regulations require that Central Electric Cooperative identify and document as accurately as possible the racial/ethnic data on the eligible population in our service area.

We would appreciate your circling the appropriate group listed below and returning the form to us with your first bill. Please note, your response is optional. The information you provide will only be used for Federal Government Reporting purposes.

Should you have any questions, you may contact the Director of Human Resources, or the CEO & General Manager.

Thank you for your consideration in this matter.

Your Name: _____

Address: _____

Racial/Ethnic group:

- a. White (not of Hispanic origin)
- b. Black (not of Hispanic origin)
- c. Hispanic
- d. American Indian or Alaskan Native
- e. Asian or Pacific Islander



Central Electric Cooperative

A Touchstone Energy® Cooperative



Central Electric Cooperative, Inc. Membership Certificate

This certifies you, and your spouse if applicable, to be a member of Central Electric Cooperative, Inc. as provided by the Cooperatives Articles of Incorporation and its Bylaws.

Membership is subject to all terms and conditions of the Cooperatives Articles of Incorporation, Bylaws, and such rules and regulations as may, from time to time, be amended or adopted by the Cooperative.

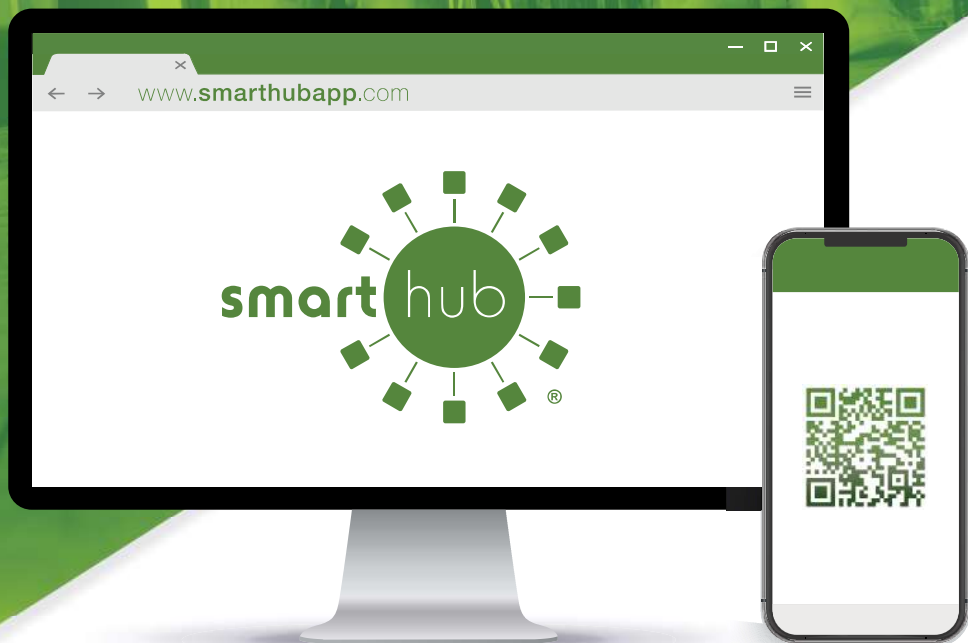
This certificate and membership is not transferable and may not be terminated except as provided by the Cooperatives Bylaws.

Please sign and retain for your records.



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- | | |
|---|--|
| <input type="checkbox"/> Manage your account. | <input type="checkbox"/> View and pay your bill. |
| <input type="checkbox"/> Report service issues. | <input type="checkbox"/> Monitor usage 24/7. |
| <input type="checkbox"/> Receive important notices. | <input type="checkbox"/> Monitor outages. |

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