Welcome to Holmes-Wayne Electric Cooperative, Inc.

330-674-1055 • 866-674-1055 • 330-674-1869 (fax)
P.O. Box 112 • 6060 S. R. 83 Millersburg, OH 44654 • www.hwecoop.com

Being part of an electric cooperative means you are now a member-owner. Please take a few minutes to review the vast number of benefits and services we provide to our member-owners.

Look through your Member Packet for information on:

Operating Policies and Rates
Additional Contact Form
Reading Your Meter
Payment Options - Paperless Billing
Electronic Funds Transfer
Mobile Services-Smart Hub - Outage Texting
Capital Credits
Operation Round Up
Levelized Budget Billing
Medical Alert
Call before you dig - 811-Tree Trimming
The Cooperative Difference
America's Electric Cooperatives-Political Action Committee (PAC)
Generator Information and Safety
Buckeye Renewable Energy
Code of Regulations

The mission of Holmes-Wayne Electric Co-op is to safely provide a reliable, competitively priced electric service for our member-owners to enhance the quality of life in the communities we serve while embracing cooperative principles and values.

We are here to serve you!

If you have any questions, please feel free to contact us at

866-674-1055

We look forward to hearing about your experience of becoming a new member of Holmes-Wayne Electric Co-op. You will receive your new member survey soon via email provided.

Holmes-Wayne
Electric Cooperative, Inc.

A Touchstone Energy® Cooperative

APPLICATION FOR MEMBERSHIP

The undersigned (hereinafter called the "applicant") hereby applies for membership in, and agrees to purchase electric energy and/or other services from Holmes Wayne Electric Cooperative, Inc.: (hereinafter called the "Cooperative"), upon the following terms and conditions:

Applicant acknowledges that upon acceptance of this application for membership, the terms and provisions of the Articles of Incorporation ("Articles") and Code of Regulations ("Code") of the Cooperative (as amended from time to time) shall constitute and be a contract between the Applicant and the Cooperative and the Applicant is bound by such contract as fully as though the Applicant had signed a separate instrument containing all the terms and provisions of the Articles and the Code. This contract shall become effective on the date the service is first made available and shall remain in effect until terminated by either party. This membership is not assignable or transferable except as permitted by the Code.

The Applicant agrees to comply with and be bound by all the provisions of the Articles and the Code, and such rules and regulations may from time to time be adopted by the Board of Trustees of the Cooperative. Your attention is called to the following selected provisions of the Code:

Article 1 Section 8, subject to applicable laws, requires the Applicant to purchase from the Cooperative all electric energy consumed on the premises described below and to pay therefore monthly at rates which will from time to time be fixed by the Board of Trustees.

Article I Section 10 requires the Applicant to cause all premises receiving electric service to become and remain wired in accordance with the specifications of the National Electric Safety Code, any applicable state or local government ordinance, and Cooperative.

Article I Section 11 requires the Applicant to grant easements to the Cooperative over any part of the premises described below to install, operate, maintain, repair, and remove any part of the Cooperative's distribution system on such reasonable terms and conditions as the Cooperative shall require. Those reasonable terms and conditions include granting the Cooperative the right to do all things incidental or necessary thereto, including, without limitation, the cutting, trimming, and controlling the growth of vegetation that may interfere with or threaten to endanger the operation and maintenance of the Cooperative's electric distribution system.

By signing this application, Applicant grants the Cooperative the right to perform a background credit check and confirm you are renting the service address from the Landlord indicated on the Application for Membership prior to service being established in accordance with the Cooperative's policies and procedures. The Cooperative may require a deposit as security for payment if the Applicant does not meet the credit standards established by the Cooperative, when electric service is shut off for nonpayment, or in case of bankruptcy. Failure to provide adequate security for payment will result in denial or discontinuance of electric service subject to applicable laws.

Applicant hereby agrees that $6.00 of the amount paid for electricity each year is for a subscription to ***Ohio Cooperative Living*** magazine.

The membership resulting from this application will be solely in the name of the primary applicant and no other party will be given any information regarding the account for electric service. If a second adult resides in the premises described below it is the policy of the Cooperative that such second adult also assumes financial responsibility for payment for electric service by completing an Additional Account Contact and Agreement of Financial Responsibility form for account.

Holmes-Wayne Electric Cooperative, Inc.

Policy on Consumer Credit Screening, Deposits & Associated Fees

Effective January 1, 2008
Amended September 1, 2012
Amended April 1, 2025

In an attempt to limit the credit risk of Holmes-Wayne Electric Cooperative, Inc., as it pertains to consumer requests for service, it is the policy of the Cooperative to utilize Online Information Services to determine the credit risk associated with applications for service and to charge an appropriate deposit.

All applicants for electrical service must agree to allow the Cooperative to access their credit report, which will result in the determination of a deposit to be charged for the new service. Based on the credit scoring model that is used, the prospective customer may be charged a deposit of **$175** or **$250**, or the credit screening process may determine that no deposit is required. Said deposit will be held by the Cooperative for a term of no less than six months. If the member pays his or her electric bill on a timely basis for a period of six consecutive months, the deposit will be returned to the member in the form of credit to the member's account. Interest on the deposit will be paid to the member at a rate of 3%.

In the event that a member who has had service through the Cooperative within the previous 2 years, is establishing service at an existing location, the Cooperative will refer to the member's credit history with the Cooperative to determine if no deposit is necessary. In the event that the internal credit records do not indicate that no deposit is required, a credit screening will be done through Online Information Services as stated in the preceding paragraph.

There is no application fee. There is no charge to the customer for the credit screening process.

Due to the immediate credit risk involved, any member who has had electrical service disconnected due to nonpayment, shall be required to pay the maximum deposit of **$250** in order to re-establish service with the Cooperative.

This policy does not pertain to new members who require construction of a new service. A separate policy and fee structure is effective for such situations.

Operating Policies and Rates
May 2023

Holmes-Wayne Electric Cooperative, Inc.
A Touchstone Energy® Cooperative

Below are examples based on average consumption of each rate class.

Rate Class: Farm/ Residential

Average Residential Usage: 1,100 kWh of usage

Monthly Bill: $176.37

	Power Rate:
First 2,000 kWh	13.965 cents
Next 13,000 kWh	13.919 cents
Over 15,000 kWh	13.863 cents
Customer Charge **	$22.75

If a transformer of more than 15 kVA must be installed, the monthly minimum bill will be $22.75 plus $1.00 additional for each additional kVA over 15 kVA.

Rate Class: General Service without Demand

Average Usage: 600 kWh of usage

Monthly Bill: $112.43

	Power Rate:
First 2,000 kWh	14.405 cents
Next 13,000 kWh	14.359 cents
Over 15,000 kWh	14.303 cents
Customer Charge **	$26.00

The monthly minimum for general service without demand accounts will be the greater of:

A. $26.00; or
B. $1.30 per kVA of required transformer capacity; or
C. A contracted monthly minimum.

*PCA (Power Cost Adjustment) is the additional charge as a result of the actual power (generation and transmission) cost being more than the power cost that is currently built into our rates.

**The consumer charge is a monthly minimum cost incurred for each meter and not based on kWh consumption. This charge is each member/ owner's proportionate share (per meter) of infrastructure investment in substations and distribution equipment.

Outdoor Area Lighting

	Rate:
Light on existing pole	$9.00
Pole (if neccessary, for light only)	$1.00
Transformer (if necessary, for light only)	$1.00

Any member who wishes to view the complete rate schedule may do so by contacting the Holmes-Wayne Electric Cooperative office toll-free at 866-674-1055. Members can also visit our website at www.hwecoop.com.

Account Number:

Each Member is assigned an account number per meter, which is printed on the bill along with the name and address. When you call our office concerning your bill or an outage, it is helpful for you to have your account number.

Meter Reading:

Holmes-Wayne Electric Cooperative uses two types of electric meters within our service territory.

Self-Read Meters:

Most of our members are served by self-read meters. To help keep operating costs low, Holmes-Wayne does not employ full-time meter readers for these accounts. Members with self-read meters are responsible for reading their meter each month and submitting the reading with their payment. Please report the meter reading exactly as it appears on your meter, even if you are unable to pay your bill at that time. We also recommend reading your meter on or about the same day each month to help ensure accurate billing. If a meter reading is not submitted before our scheduled quarterly meter verification, the cooperative will obtain the reading, and a $20 meter reading charge will be applied to your account.

Automatic-Read Meters:

Some members have automatic-read (AMR/AMI) meters that transmit usage information directly to the cooperative. If your service is equipped with an automatic-read meter, you are not required to submit monthly meter readings. Members with automatic-read meters are notified when service is established, so they know their meter readings will be collected automatically.

Billing:

Our billing is done a month in arrears. For example, if you read your meter in February, the next month's bill that is processed and received in March will be for the period of January reading to February reading.

Terms of Payment:

We have two billing cycles. If your service is provided in Wayne or Ashland counties, your bill is processed in the middle of the month, and the amount is due by the following 5th of the month. Service provided in all other counties is processed the first of the month, and the amount is due the 20th of the month. If payments are made after the due date, a fee is placed 10% higher for the first $25 and 2% higher on the remainder of the bill.

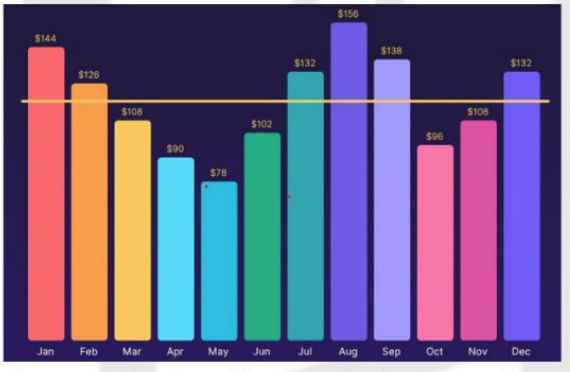
Convenient Bill Payment Options- No Processing Fees:

- Mobile app- **SmartHub**- by checking/ saving accounts, Mastercard, or Visa
- Online at our website, **www.hwewcoop.com**, by checking/ savings account, Mastercard, or Visa
- Automatic bill payment- arrange by calling our office or through SmartHub
- Via phone by check, Visa, or Mastercard, calling toll-free 866-674-1055 24 hours a day / 7 days a week
- By check or money order via mail or drop box- Millersburg or West Salem office (we do not accept cash)
- Pay Now- website- does not require login/ password

Miscellaneous Charges:

Collection fees: $20.00 Meter Reading or Meter Test: $20.00

Returned checks: $35.00 Reconnect fees: $20.00



Levelized Billing Option:

Levelized billing (budget billing) uses a 12-month rolling average of your energy cost to help reduce seasonal swings in your electric bill. Your monthly payment may still fluctuate slightly as your average is updated based on your recent energy use.

Temporary Disconnect:

Members may need to temporarily disconnect their service for home remodeling projects and other special projects. Please notify the Cooperative at least 3 days in advance to schedule a temporary disconnect of service.

Initiating or Terminating Service:

Active account service changes can be within 24-48 hours. To allow for efficient scheduling, please notify the Cooperative immediately if you would like to initiate or terminate an active account service. Please note that if you are requesting the permanent removal of infrastructure, completion time will be based on the project scope. If you have a previous inactive account with a balance, it will be transferred to your new active account.

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Your Touchstone Energy® Partner

Additional Account Contact and Agreement of Financial Responsibility for Account

(Part 1 and Part 2 must both be completed to allow additional person to be added as account contact)
Only the account holder can remove the additional contact once listed on the account.

PART 1:

I, _____, authorize Holmes-Wayne Electric Cooperative,
(printed name of account owner)

Inc. to add _____ as additional contact for
(printed name of additional contact)

Account Number _____, effective _____.
(HWEC Account #) (date)

X_____ _____
Signature (Account Owner) Date

PART 2:

I, _____, authorize the above account owner and Holmes-
(printed name of additional contact)
Wayne Electric Cooperative, Inc. to add my name to the above mentioned account as an additional contact, and in doing so, agree to be financially responsible for any unpaid balance on this account.

I further understand that, as specified in the Holmes-Wayne Electric Cooperative, Inc. Code of Regulations, Article I, Section 5, which states that "Applications for joint membership shall not be accepted", I will not be considered an owner of this account and will not be entitled to any of the rights of membership including capital credit allocations or retirements.

X_____ _____-____- _____
Signature (Additional Contact) Social Security # Date

Additional Contact phone number: _____

SURPRISED
when you open your electric bill?

Have you ever opened your electric bill and been surprised by the amount of electricity you consumed? Well, there are a few simple steps you can take to avoid a surprise when opening your next electric bill. Follow these simple tips to make managing your bill easier.

1. Read your meter every month on the same date. The bill you receive from Holmes-Wayne Electric is processed monthly based on the reading you provide. If you read your meter inconsistently, you will have bills that are based on longer time periods, translating to a higher electric bill.

2. Enroll in budget billing. Budget billing allows you to know approximately what your bill will be every month. If you enroll in the program, Holmes-Wayne Electric averages your last 12 months of consumption. The average is your monthly bill.
When working with tight home finances, this is a great way to control dramatic changes in your electric bill. At all times, your bill will show your actual consumption and compare it to your average budget. You can enroll in the budget billing program after one year of service with zero balance.

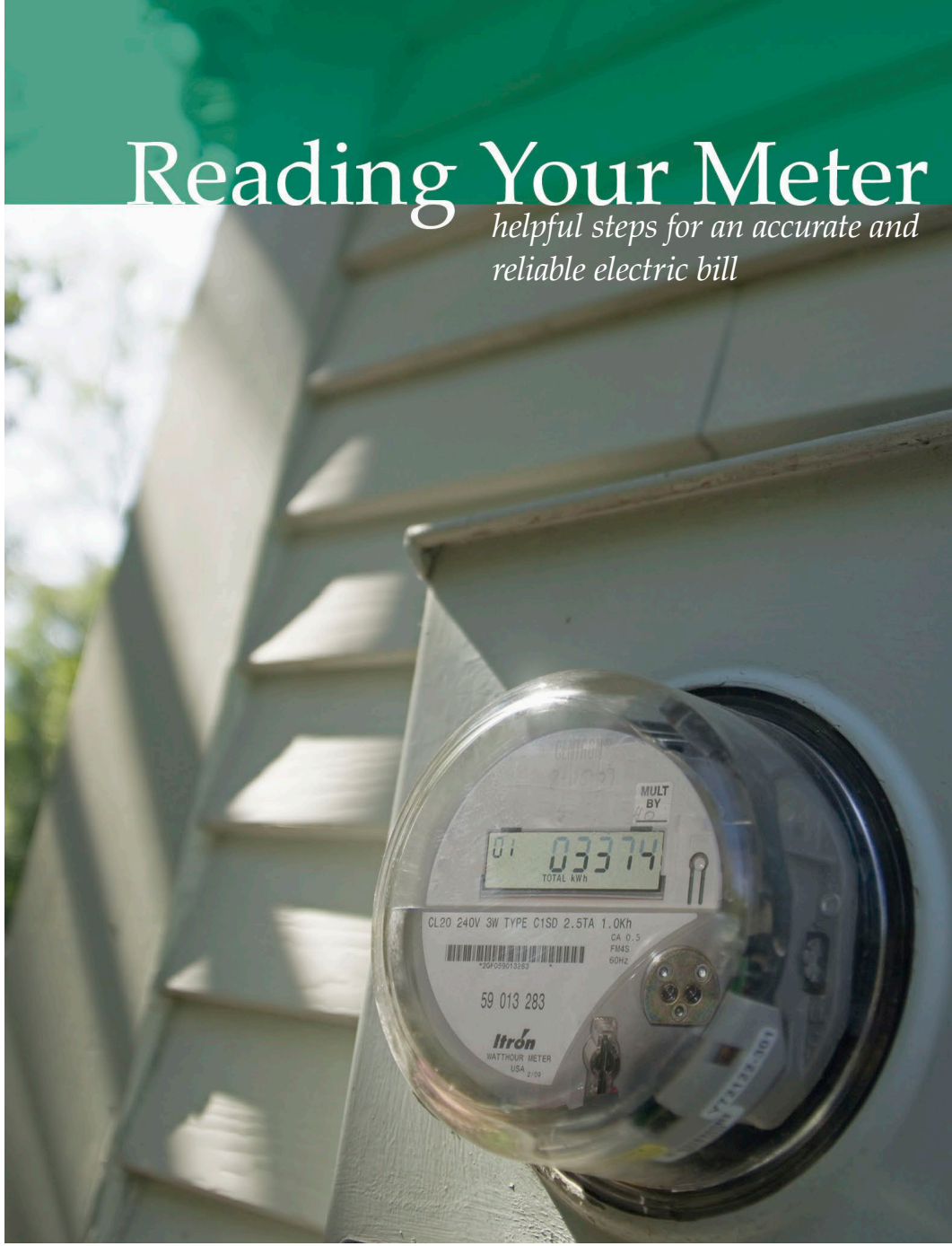
3. Reduce your consumption; reduce your bill. Take advantage of Holmes-Wayne Electric's many avenues for reducing your bill. Schedule a home energy assessment with our Energy Advisor. The assessment includes a blower door test, infared camera, and a walk-through inspection with a full report for your records.
You can also find energy-saving tips and tools at www.hwecoop.com under Energy Advice.

P.O. Box 112
Millersburg, OH 44654
866.674.1055
www.hwecoop.com

This institution is an equal opportunity provider and employer.

Reading Your Meter

helpful steps for an accurate and reliable electric bill



Holmes-Wayne Electric Cooperative, Inc.

A Touchstone Energy® Cooperative

09-24-25

Holmes-Wayne Electric Cooperative

is a member-read system. We do not employ meter readers in order to reduce operating costs. As a member/owner, reading your meter is a cost savings for everyone.

Each member is responsibile for reading their meter and reporting monthly readings along with their payment.

1. Obtain Your Reading



Digital Meter

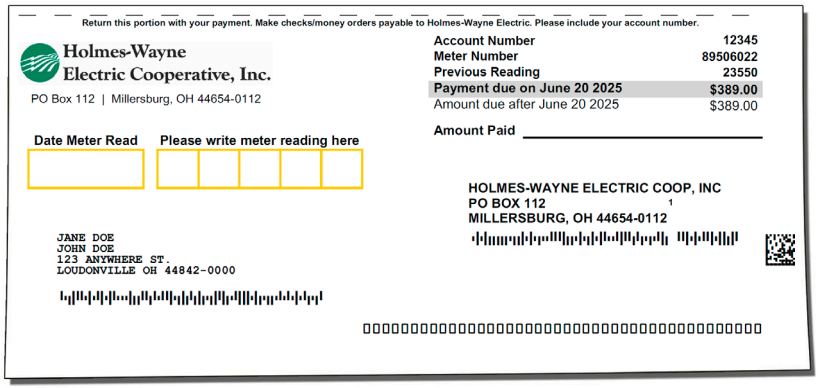
The first set of blinking numbers will be a series of the same number (e.g. 88888, 00000). The next set of numbers will be the reading. Read from left to right. It will say "kWH" on the bottom. This reading is 03374.



Mechanical Meter

Read from left to right.
This reading is 30727.

2. Record Your Reading



Mark the 5 numbers as they appear on your meter in the appropriate space on the bill with black or blue ink only. Example: 03374. Please note the date of the reading on the payment form. To help avoid extreme fluctuations, please read the meter at approximately the same time each month.

3. Submit Your Reading

There are 4 ways to submit your meter reading.

1. Through the **SmartHub** mobile app (available from the Apple App Store and Google Play)
2. SmartHub Online or Meter Reading tab at www.hwecoop.com
3. Call 24 hours a day **330.674.1055** or **866.674.1055** (toll-free)
4. Mail form with your payment

Holmes, Tuscarawas, Coshocton, Knox, and Stark Counties

Please submit your reading and payment by the 20th of each month.

Wayne, Ashland and Medina Counties

Please submit your reading and payment by the 5th of each month.

You can now report your power outage via TEXT!

Outage texting is simple and fast! Text the word **outage** to **55050**.

Key features:

1. You must have your cellphone number associated with your account.

2. If you have one account, after texting **outage**, you can put any valuable information in your text like "tree on line" or "broken pole," for example. You will receive a confirmation text of the outage report successfully.

3. If you have more than one account and text an outage, you will receive a reply text asking which accounts/meters are out or you can type in **All** accounts. Type the numeral **1**, or **2**, etc. or for all accounts out, type **All**.
Example:
1: 1st Meter number
2: 2nd Meter number
All: All
If you text in **All**, you can put any valuable information in your text. You will receive a confirmation text of the outage report successfully.

If you have more than one account, you can name each account to report specific outages through our website.
Example: Account 123456 – House
Account 78910 – Barn

You can also add more than one cellphone number to your account. Go to our website, www.hwecoop.com /outage tab - outage texting, or by calling us.

As always you can still report your outage via our toll-free number, 330-674-1055 and our mobile app, SmartHub, if you prefer.

Holmes-Wayne Electric Cooperative, Inc.

A Touchstone Energy® Cooperative

Pay Your Way: 6 Secure Options to Pay Your Bill



1. Automated Phone System

330-674-1055 - Option 2

- For Your Security, you create a secure PIN number to access your account

Phone Menu Options

1. Make a Payment or Check Your Account Status
1. Check your account status
2. Make a Payment
3. Main Menu

2. Submit a Meter Reading
1. Enter Billing Acct # Followed by #
2. Press 1 to Confirm
3. Enter Pin #
4. Enter Meter Reading

3. Update Your Phone Number
1. Look Up Information By Phone
2. Look Up Information By Account #
3. Main Menu

4. Create/Update Your Pin
1. Look Up Information By Phone
2. Look Up Information By Account #
3. Main Menu

5. Pay a Misc. Receivable Invoice (New Services)
1. Pay by Credit/Debit Card
2. Pay by Checking Acct
3. Main Menu

6. Manage Your AutoPay Status
1. Look Up Information By Phone
2. Look Up Information By Account #
3. Main Menu

2. Website: Pay Now Button

- **www.hwecoop.com**
- **Click "Pay Now" at the top of the screen**
- **Place account number and last name**

3. AutoPay

Never forget to pay your bill.

- **Select "Auto Pay Program" under Billing and Payments of our mobile app SmartHub or through the Automated Phone System**
- **Don't have a SmartHub login? Creating only requires your Account Number & E-mail**

4. Mobile App : SmartHub

One App - Total Control

- **Pay your bill**
- **Submit meter readings**
- **Report an outage**

Download the Smarthub App in the App Store or Google Play Store



5. Mail

Holmes-Wayne Electric Cooperative
PO Box 112
Millersburg, OH 44654

- **Please allow 7-10 business days for your payment to arrive.**
- **As a reminder, HWEC is not able to accept cash payment.**

6. Drop Box 24/7

Millersburg Offices
6060 SR 83,
Millersburg, OH
44654

West Salem Dropbox
111 Congress Rd,
West Salem, OH
44287

Contact Us With Any Questions!

We are always here to assist our members!



Your security is our priority

Holmes-Wayne Electric Cooperative has recently implemented new security upgrades to our phone system to better protect our members' account information. As part of this update, each account will now be required to have a 4-digit PIN number on file. This PIN will help verify your identity when accessing account information through our automated phone system.

Setting up your PIN is quick and easy. Simply follow the steps below:

- Call: **330-674-1055**
- **Press Option 2** for Billing and Readings
- **Press 1 for English** or **2 for Spanish**
- **Press Option 4 to create or update your PIN number**
- **Press 1 to look up your account by Phone Number**, or **Press 2 to look up your account by Billing Account Number**
- **Enter your phone number** or **billing account number**
- **Press 1 to confirm** your account selection
- **Enter the last 4 digits of the Social Security number associated with the account**
- **Enter your new 4-digit PIN number**
- **Re-enter the PIN to confirm**

Once completed, your PIN will be securely linked to your account and will be used for future verification through our phone system. These upgrades help ensure your information remains protected while continuing to provide convenient access to your account.

To Set Up Your Pin #:

- Call 330-674-1055
- Press Option 2 for Billing and Readings
- Press Option 1 for English **OR** Press Option 2 for Spanish
- Press Option 4 to Create or Update Your PIN Number

To Look Up Your Account By Phone Number

- Press 1 to look up your account by Phone Number
- Enter your Phone Number
- Press 1 to confirm your selection
- Enter the Last 4 Digits of the Social Security Number associated with the account
- Enter your new 4 Digit PIN Number
- Re-Enter your new 4 Digit PIN Number to Confirm

To Look Up Your Account By Billing Account Number

- Press 2 to look up your account by Billing Account Number
- Enter your Billing Account Number
- Press 1 to confirm your selection
- Enter the Last 4 Digits of the Social Security Number associated with the account
- Enter your new 4 Digit PIN Number
- Re-Enter your new 4 Digit PIN Number to Confirm

AUTHORIZATION FORM - ELECTRONIC FUNDS TRANSFER

Please complete and return this form to:
Holmes-Wayne Electric Cooperative, Inc.
P.O. Box 112
Millersburg, OH 44654-0112
Fax: 330-674-1869
Email: memberservices@hwecoop.com

Customer Information:
Name (as shown on bill) _____

HWE Account Number #_____ Telephone #_____

Service Address _____

City _____ State _____ Zip _____

I authorize Holmes-Wayne Electric Cooperative, Inc. to instruct my financial institution to make my payments to them from the account listed below. I understand that I control my payments, and if at any time I decide to discontinue this payment service, I will notify Holmes-Wayne Electric Cooperative, Inc. in writing, allowing 60 days for cancelation of this arrangement.

Signature _____ Date _____

Direct Payment

- **Allow up to 2 billing cycles for your bank to verify correct routing and account number for withdrawal of payment.**
- **Bill statement will be noted when payments are set to draft: BANK DRAFT DO NOT PAY**

Financial Institution Name _____

Type of Account ☐ Checking ☐ Savings

Bank Routing Number _____Account Number_____

Please enclose a voided check so that we can record the correct financial information.

Please Note: Once you are placed on the EFT Payment Program, if you have two returned payments due to insufficient funds your account will be removed from the program.

Please continue to read your meter and submit your reading on the payment due date through SmartHub (online or app), by email, memberservices@hwecoop.com or by phone, 866-674-1055.

If you want payments to draft from your bank or credit card (Visa/Mastercard), you can set up auto pay through our SmartHub online, or through our SmartHub app on your iPhone or Android phone.

Please contact us with any questions at 866-674-1055.

Updated 10/11/24

Mobile Services

Report an outage, pay your bill and submit a meter reading from your finger tips with your mobile phone or tablet.

HWEC offers a mobile app to do all this and more.

Our mobile app is available for both Android and Apple devices. Search for SmartHub.



Website Services

Report an outage, pay your bill and submit a meter reading from your computer.

Go to our website: www.hwecoop.com
or directly to our e-bill site: www.https://hwecoop.smarthub.coop
Use the following web browser options:

Internet Explorer 9, 10, 11 , Chrome (latest version) or Firefox (latest version)

To view step-by-step direction on how to....

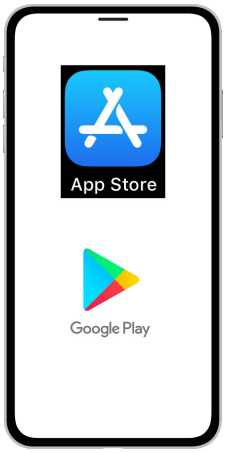
* *Install SmartHub as a mobile app*
* *Make payments via web or mobile app*
* *Set-up automatic payment*
* *Change your password*

....visit our website, hwecoop.com.

As always, we are here to serve our member-owners. You can contact us with any questions toll-free 866-674-1055.

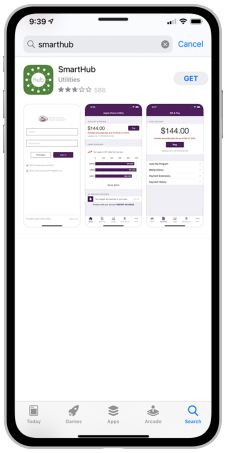
HOW TO REGISTER FOR SMARTHUB (mobile app)

STEP 1



On your mobile device, open your app store.

STEP 2



Search for SmartHub and look for the SmartHub icon. Follow the instructions to install the app on your device.

STEP 3



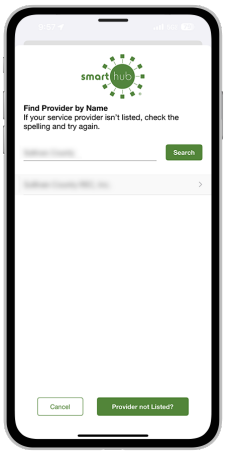
Once the app installs, tap the **SmartHub app** on your device to open the app.

STEP 4



After SmartHub opens to the initial launch screen, tap the appropriate button to search by **Name**.

STEP 5



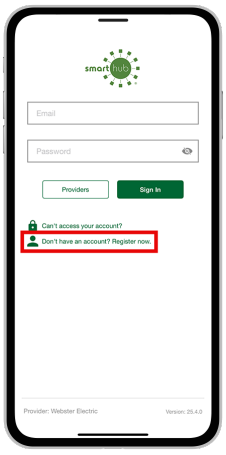
Enter your providers name in the search bar and tap the Search button. Next, tap on our name in the search results.

STEP 6



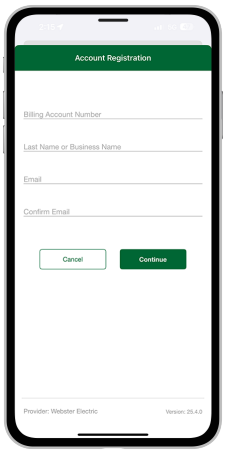
Tap the **Confirm** button to confirm your choice.

STEP 7



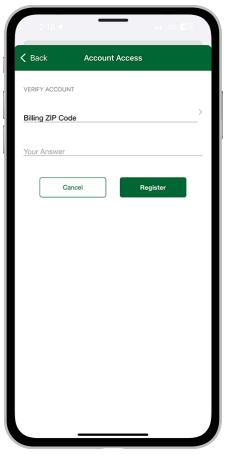
From the SmartHub login screen, tap the link that says **Don't have an account? Register now.**

STEP 8



Fill out the registration form completely. Tap the **Continue** button.

STEP 9

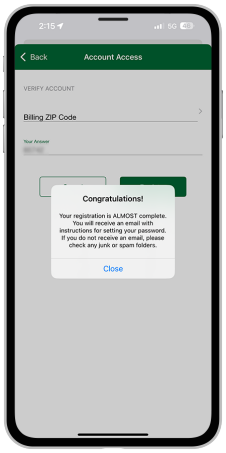


On the security check screen, answer all of the security questions. Tap the **Register** button.

Save time by managing your account anytime from anywhere!

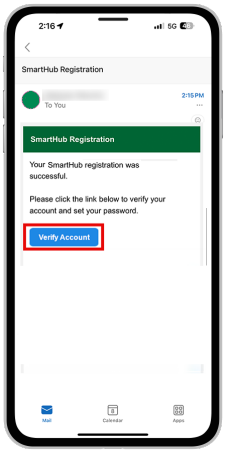
HOW TO REGISTER FOR SMARTHUB (mobile app)

STEP 10



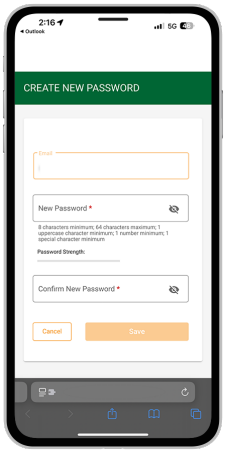
You will receive a notification telling you that a verification email has been sent.

STEP 11



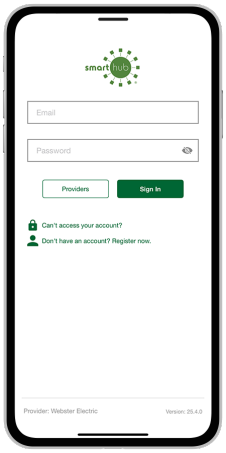
Open the email and tap the **Verify Account** link to continue.

STEP 12



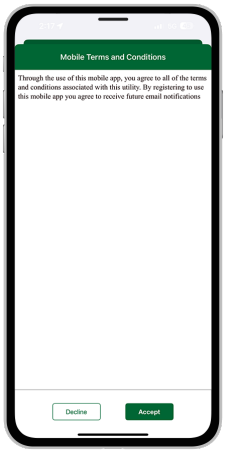
Next you will set your **new password** on your account. Type your new password in twice and tap **Save**.

STEP 13



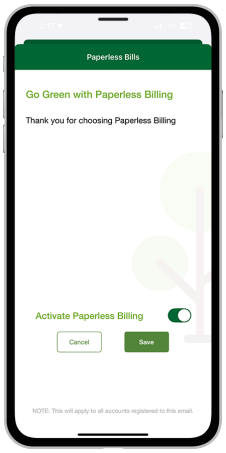
Return to the log in screen on the app and use your email address and new password to log in for the first time.

STEP 14



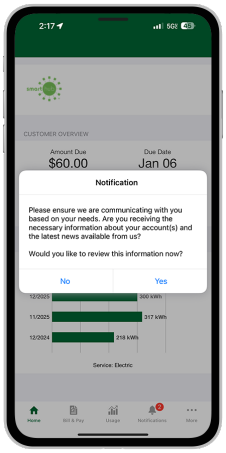
During the first log in, you may be asked to accept the Terms and Conditions. Tap the **Accept** button.

STEP 15



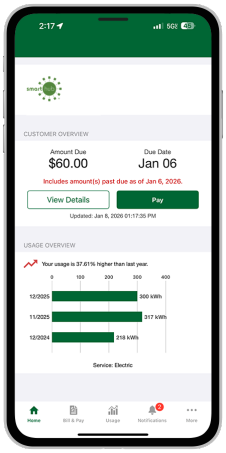
If you would like to activate Paperless Billing move the **Activate Paperless Billing slider** to the right and tap **Save**.

STEP 16



Finally, you may be asked to review your communication preferences.

STEP 17



Congratulations!
You have successfully installed the app and registered your account!

Save time by managing your account anytime from anywhere!

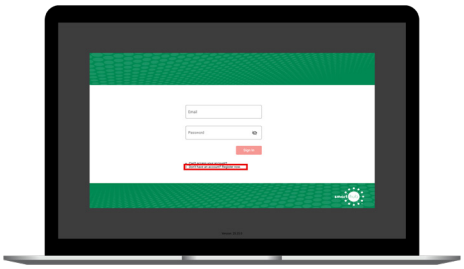
HOW TO REGISTER FOR SMARTHUB (web portal)

STEP 1



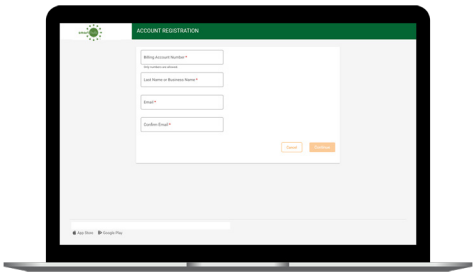
Access your SmartHub member portal from your providers website.

STEP 2



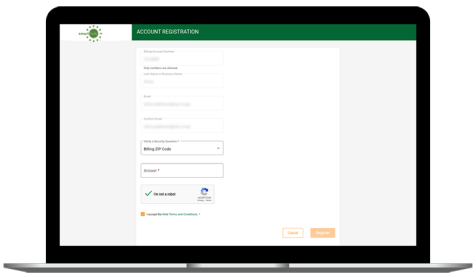
From the login screen, click on **Don't have an account? Register Now** link.

STEP 3



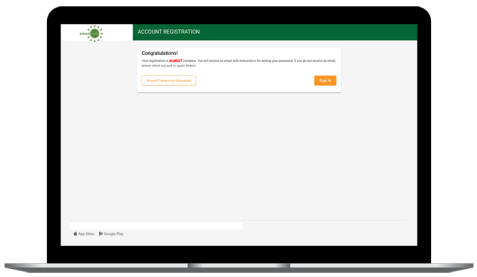
Fill out the registration form completely. Click the **Continue** button.

STEP 4



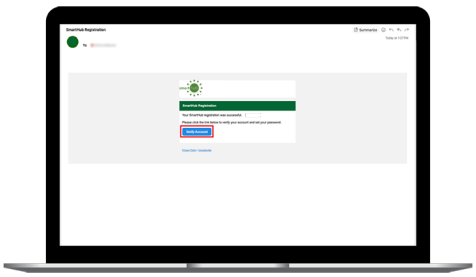
Enter the requested verification information and click the **Register** button. Answers must match account info exactly.

STEP 5



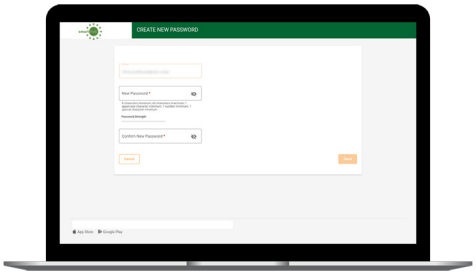
When successful, you'll get a congratulations notification. Instructions on how to continue have been emailed to you.

STEP 6



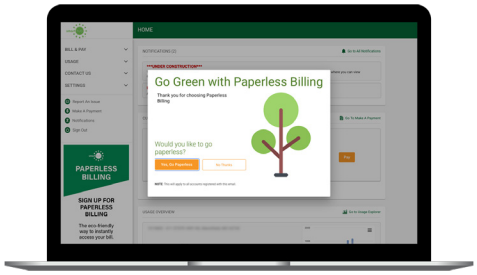
Check your inbox for a verification email. Click the **Verify Account** button to continue.

STEP 7



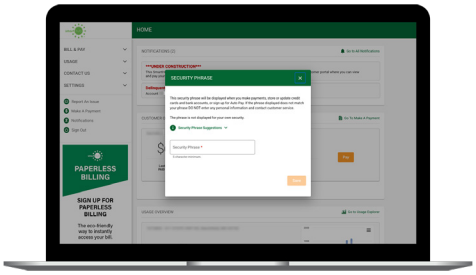
You will then be taken to a screen asking you to set your **new password**. Enter your password twice and click the **Save** button.

STEP 8



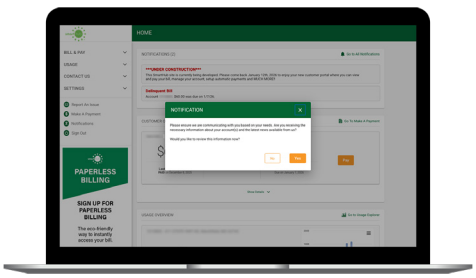
Next you'll be asked if you want to try Paperless Billing. To opt-in click on the **Yes**, **Go Paperless** button.

STEP 9



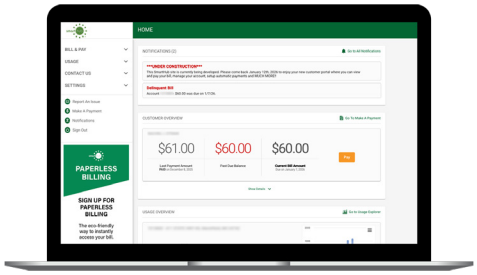
Next, you'll be asked to set a security phrase.

STEP 10



Finally, you may be asked to review your communication preferences.

STEP 11



Congratulations! You have successfully registered your account. Browse around and see the ways to save time and money!

Save time by managing your account anytime from anywhere!



Tired of the extra mail?

GO PAPERLESS!

Go paperless with SmartHub for convenient access to your bill anytime, anywhere! Going paperless isn't only going to save you trips to the mailbox, it will also allow you to:

- receive your bill via email or mobile notification
- receive friendly reminders of bill & meter reading due dates
- schedule payments or set up automatic payment
- save around $10.00 per year on postage
- better for our environment!

To learn more, please contact us at 866-674-1055

Holmes-Wayne Electric Cooperative, Inc.
A Touchstone Energy® Cooperative

Operation Round Up

Your Spare Change Can Change Lives



What is it? Operation Round Up is a community service program that provides funding for charitable & benevolent purposes for individuals, families, and organizations in our community! This program allows HWE members the opportunity to make a big impact on many lives for just pennies! This program is adopted by hundreds of electric coops throughout the country, & it "rounds up" your monthly bill to the highest dollar. For example- a $64.79 electric bill would be $65.00 with the remaining 21 cents going to the Operation Round Up program! The average member account equates about 50 cents a month or $6.00 a year! Any money going to Operation Round Up is tax deductible!

What are the funds used for? Funds may be used to provide shelter & clothing to a family devastated by a fire, or may go towards helping defray the medical costs of a neighbor with a catastrophic illness. Funds may also go to help the fire department obtain critical lifesaving equipment, or to rescue organizations, food banks, educational projects, and many others!

How are the funds distributed? The foundation board decides who receives distributed funds based upon program guidelines. Funding can go to individuals, families & organizations, but completion of an application is required for the board's review. The program isn't meant to replace any currently existing sources of funds. It is meant t help individuals in dire circumstances & help organizations & agencies offer new programs & services that are badly needed in our community!

When did it begin? In January 2006, HWE Coop started the Operation Round Up program! Since it began, members of HWE Coop have given back over $1 Million to individuals, families, and organizations in our community! Any undistributed funds are held in an interest-bearing account to be used for future requests or emergencies.

Why should I participate? Your pennies, nickels, & dimes can help raise thousands of dollars a year that will be used to help people right here in your community! Catastrophic illness or tragedy can strike anyone anywhere at any time! Wouldn't it be wonderful to help your neighbors when they need t the most! You can be part of that for just pennies a month!

How can I be a part of it? As an HWEC member, you have the opportunity to enroll in the program! Members can opt in or out of the program at any time. The success of this program depends upon your participation & we hope you will believe in the values of this program as much as we do!

Who manages the program? Operation Round Up is managed by the HWE Foundation, a nonprofit Foundation. The Foundation is governed by a five member board. The board is comprised of one HWEC employee & three leaders of out community that volunteer their time & skills to help manage this important program!

Watch for updates in Ohio Cooperative Living magazine, on your bill, on our website & Facebook for more information! We thank you for your participation in this important community program & applaud your efforts to help make our community a better place to live for children, families, neighbors, & friends!

Budget Billing

Budget Billing provides you with a way to guard against large fluctuations in your monthly electric bill, without ever having to play “catch-up” at the end of the year.

It’s a predictable cycle. Each year, electric customers experience as temperatures dip in the winter and more electricity is used to heat their homes. In the summer, the same occurs as warmer temperatures require air conditioning units to use more electricity.? It can be challenging to plan your monthly finances when you’re not sure how much energy you will use. Our Budget Billing program makes planning simpler by evening out your electric bills based on your average use from the past year.

With Budget Billing, your electric bill is calculated by adding your current actual electric bill to your previous 11 months' total and dividing by 12. The purpose is to help make your electric service costs easier to budget because you receive approximately the same size bill each month. This plan is especially valuable for anyone on a budget or with limited income.

As always, accurate and timely meter readings of your electric consumption are important to have accurate billing.

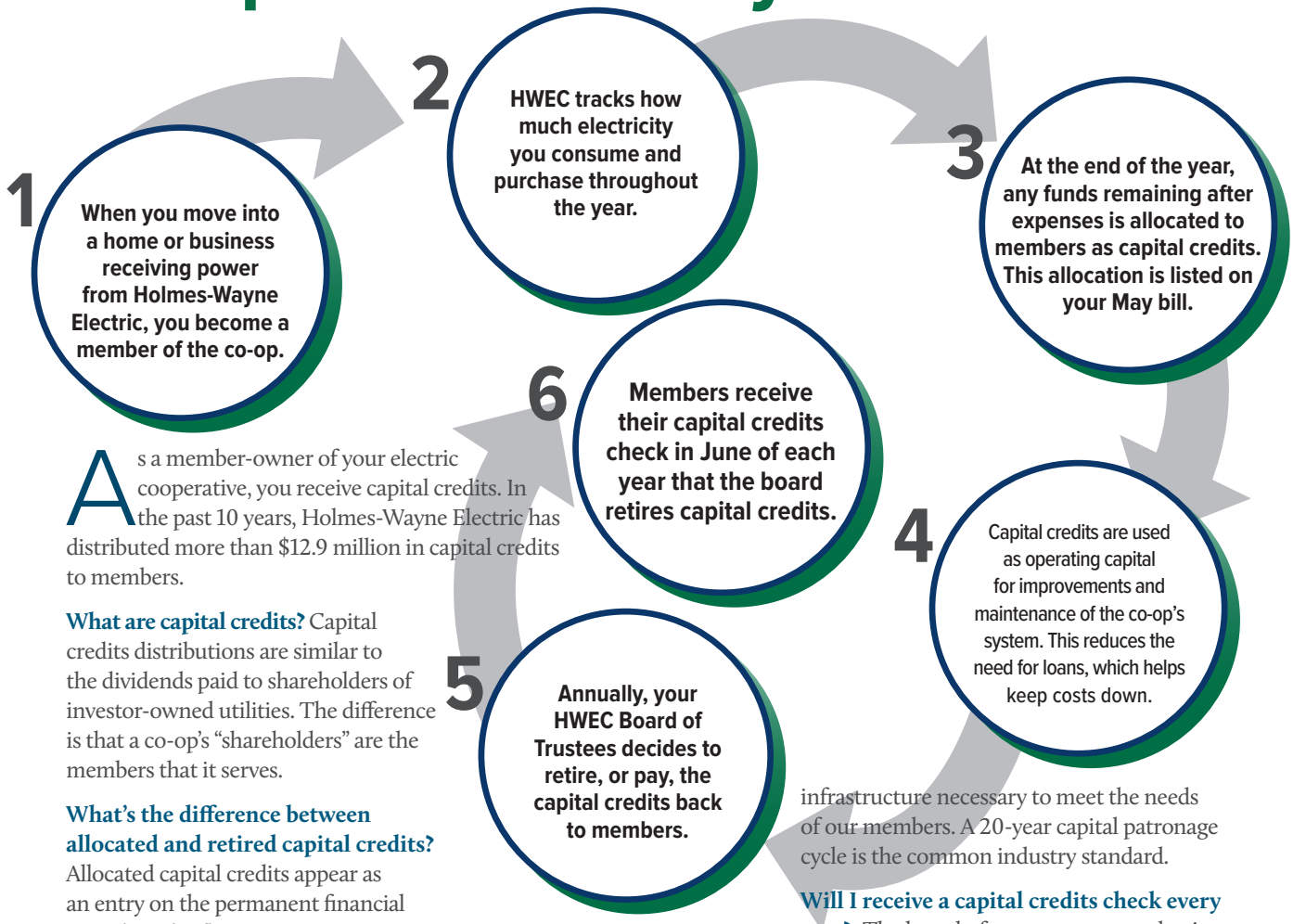
We need a full year’s worth of data to create an accurate budget plan, so you must be an HWEC member for at least 12 months before signing up for this program.

You can enroll and exit the program at any time.

You can enroll through our mobile app SmartHub (link) or contact one of our team members in Millersburg at 866-674-1055

Holmes-Wayne Electric Cooperative,Inc
A Touchstone Energy® Cooperative

The capital credits cycle



As a member-owner of your electric cooperative, you receive capital credits. In the past 10 years, Holmes-Wayne Electric has distributed more than $12.9 million in capital credits to members.

What are capital credits? Capital credits distributions are similar to the dividends paid to shareholders of investor-owned utilities. The difference is that a co-op's "shareholders" are the members that it serves.

What's the difference between allocated and retired capital credits? Allocated capital credits appear as an entry on the permanent financial records and reflect your equity, or ownership, in HWEC. Every year, the cooperative notifies its member-owners of the amount added to their patronage capital account through a printed notice on their May electric bills.

How are capital credits calculated? Each year, net margins of the cooperative are divided among the members based on each member's electric bills for the year. The more a member contributes to the co-op's revenues, the greater the capital credits allocated to their account.

When will I receive a capital credits check? When capital credits are retired, a check is issued to you. Most recently, the HWEC Board of Trustees approved the retirement of capital credits from 2000 and 2001. Members who joined the cooperative since 2000–01 have not yet received a general capital credits retirement. The unretired capital credits, or "equity" of the cooperative, serves a vital function — allowing the cooperative to operate economically and effectively, while investing in the infrastructure necessary to meet the needs of our members. A 20-year capital patronage cycle is the common industry standard.

Will I receive a capital credits check every year? The board of trustees must authorize a retirement before you receive a check. The board must consider the financial condition of the cooperative, the need for cash, and the availability of loan funds.

What happens to my capital credits when I leave HWEC's service area? Capital credits remain on the books in your name and member number until they are retired. HWEC makes payments to current and former members, so please ensure that we have your current mailing address.

What are unclaimed capital credits? Sometimes we are not able to reach members after they have moved, leaving their capital credits "unclaimed." The following pages are a list of members who have not claimed their capital credits. If you recognize any of the names listed, please have the person contact our office toll-free at 866-674-1055. HWEC also needs to be notified by a relative or other legal representative when a member passes away so that the account can be closed or transferred to another person's name.



What are Capital Credits?

As a member-owned cooperative, Holmes-Wayne Electric strives to safely provide reliable, competitively priced electric service for our member-owners. We sell and deliver electricity to our members at cost plus a small margin. It is necessary to maintain an operating margin to provide working capital, which is used to maintain the electric distribution system, to build and upgrade lines, and substations to help provide service to new members.

However, because we are a not-for-profit cooperative, we return these margins to the members in a form called patronage capital credits.

Allocation:

Capital credits are returned to each member based on patronage. Capital credits are assigned, or "allocated," to each member-owner for the prior year.

They are divided among the members according to the amount of power purchased by the member; the more power you buy, the higher your share of capital credits.

You also receive an allocation of capital credits from our electricity supplier, Buckeye Power, which is also a cooperative. Holmes-Wayne Electric is a member-owner of Buckeye Power, similar to the way you are a member-owner of HWEC.

Buckeye Power allocates capital credits to Holmes-Wayne Electric based on the same principles. We, in turn, allocate these capital credits to you. You are notified annually of your allocation of the capital credits assigned to your account for the prior year.

Retirement:

Your member-elected board of trustees oversees the financial well being of the Cooperative. As the financial status of the Cooperative permits, the board will 'retire' a portion of the capital credits.

Capital credits are currently being retired on the industry recommended 20-year cycle.

When these capital credits are retired they are returned to current and former members via check.

This is one reason why you always should keep your cooperative apprised of your address. If you move off of Holmes-Wayne Electric's lines, you may have money coming to you in the future.

Estate Information:

Capital credits are retired to the estates of deceased members on a 'present day value' based on the current 30-year U.S. Treasury Note yield, which is similar to the rate at which the Cooperative borrows money.

If you are the executor of the estate for a deceased member of the Cooperative, please contact the Cooperative office to arrange for the return of the member's capital credits.

If the estate is 'open' you will need a copy of the death certificate and a copy of the appointment of executor.

If the estate has been closed, you need only the death certificate.





AS A MEMBER OF HOLMES-WAYNE ELECTRIC COOPERATIVE, YOU ARE ALSO AN OWNER...

Holmes-Wayne Electric Cooperative Inc. operates on a not-for-profit basis. Of course, we are a business and must generate enough revenue to cover costs, the largest being the purchase of wholesale power. But we don't have to charge rates to pay outside stockholders.

Therefore, you, the member-owners, receive capital patronage from the annual business net margin. This is the remaining margin from revenue after operating expenses are deducted.

Read more about how every member-owner not only invests in the success of our community through a rural electric cooperative, but how you can receive a check back from your utility company!

The Cooperative Difference

Holmes-Wayne Electric Cooperative is a not-for-profit, member-owned electric company. Abiding by one of the Cooperative's Seven Principles: Member Economic Participation, the board of trustees determines the retirement of capital credits to its members, based on the cooperative's financial stability. Capital Credits are just one of the many benefits of being a cooperative member-owner.

Office:
P.O. Box 112
6060 State Route 83
Millersburg, Ohio 44654

Phone:
Local: 330-674-1055
Toll-Free: 866-674-1055

Online:
www.hwecoop.com
capitalcredits@hwecoop.com

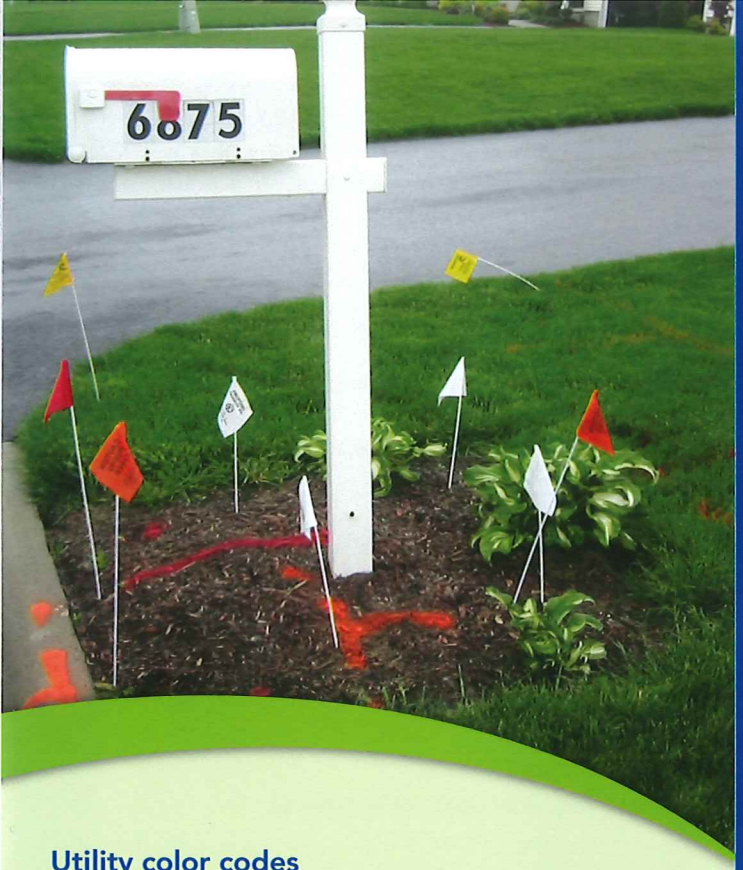
Capital Credits

Everything you need to know about the monetary benefits of being a cooperative member-owner



Holmes-Wayne Electric Cooperative, Inc.

Your Touchstone Energy® Partner



Utility color codes

With either paint or flags, these colors are used to mark the ground where underground lines exist:

RED	*Electric power lines, cables, conduit and lighting cables*
YELLOW	*Gas, oil, steam, petroleum or gaseous materials*
ORANGE	*Communication, alarm or signal lines, cables or conduit*
BLUE	*Potable water*
PURPLE	*Reclaimed water, irrigation and slurry lines*
GREEN	*Sewers and drain lines*
PINK	*Temporary survey markings*

811

Know what's **below.**
Call before you dig.

Dig Safely Ohio!

Remember to call before you dig, at least 48 hours before you dig. For more information, visit our Web site.

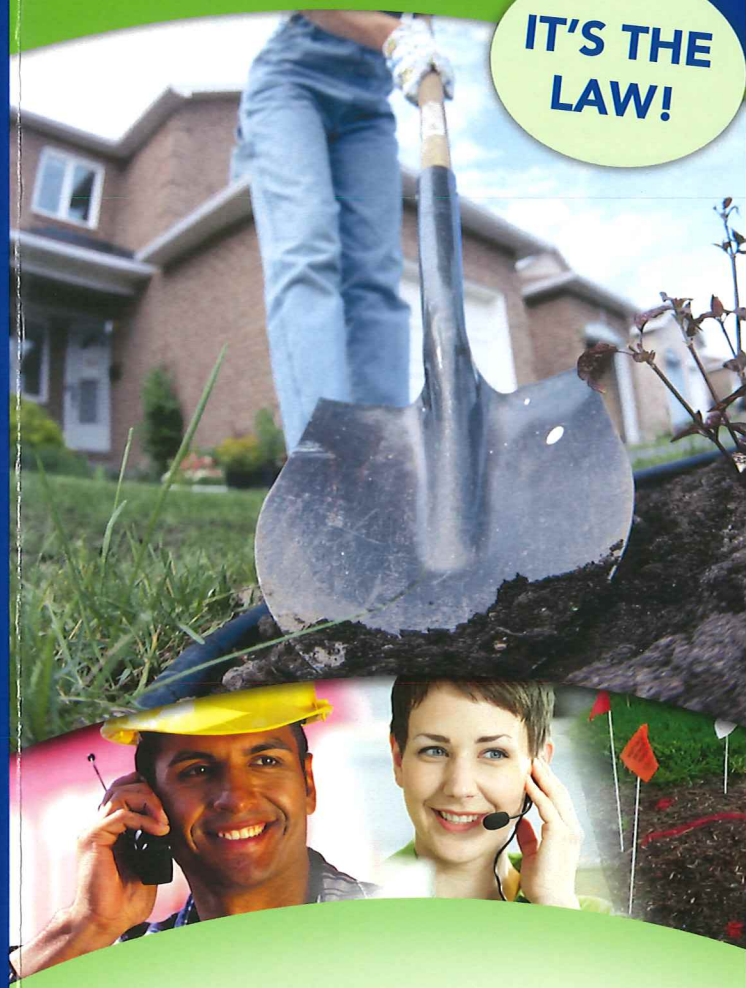
1-800-362-2764 or 8-1-1
www.OHIO811.org

Ohio Utilities Protection Service
12467 Mahoning Avenue

Ohio residents and contractors:

Know what to do BEFORE you dig

IT'S THE LAW!



OHIO811.org
Before You Dig

Call before you dig: Because it's the law

Calling before you dig is important not only for safety reasons, but also because IT'S THE LAW. By law, all citizens—home or business owners, professional contractors and everyone—must contact the Ohio Utilities Protection Service (now doing business as OHIO811). Failure to call at least 48 hours before starting any digging or excavation work could result in fines or penalties. For more information, please visit OHIO811.org.

Call before you dig: Because it saves time, money, property...and lives

Whether your project is small, like a mailbox or backyard garden; large, like a deck, fence, or basement; or something even more complex, calling OHIO811 at least 48 hours BEFORE you begin will put the digging notification process in motion. It's fast, free, and you can call 24 hours every day, including holidays.

Think your digging project is too small? It's best to call. Because, frankly, there is so much at stake.



How OHIO811 works

Here is the simple, five-step process for having the area marked where you plan to dig:

1) At least 48 hours before digging begins, a homeowner, excavator or contractor calls OHIO811 at 1-800-362-2764 or 8-1-1. Excavation requests can also be submitted online at OHIO811.org.

2) OHIO811 asks you for the required information (see checklist). Then, we contact our members who own or operate underground utilities in the area. (We will let you know in the rare instance when a company requires you to contact them directly.)

3) Representatives from the companies that were contacted have 48 hours (excluding weekends and holidays) to mark their lines.

4) The lines are marked 48 hours after calling OHIO811.

5) Check Positive Response before going to job site. http://www.OHIO811.org/positive-response



Knowing what's beneath your feet matters!

Day after day and night after night all the year through, an underground network of pipes, cables and lines provides the utilities we all count on. For electricity, water, natural gas and more—OHIO811 is a vital communications link on your behalf, so utilities owners and operators can mark their lines before you begin digging.

Call before you dig checklist

The following information will be needed when you call (information needed varies depending on project type):

- ☐ Your county, city or township
- ☐ Digging location (street address)
- ☐ Intersecting streets and/or roads
- ☐ Extent of work (front/rear/both sides)
- ☐ Digging start date
- ☐ Approximate start time
- ☐ Type of work
- ☐ Your name
- ☐ Contractor/contact number
- ☐ Contact person for additional information

Recommended Good Practices

1) Request markings necessary for your work scope. Don't request markings outside of your excavation area.

2) Marking size and frequency should be appropriate for the situation or area. Locate what is necessary for the excavator to perform their job safely.

3) It is recommended that the color pink be substituted for white premarkings when snow is on the ground. Indicate the use of this alternate color on your locate request.

4) Provide detailed information about your premarking on your locate request when possible (i.e., number of premarkings).

5) Use markers appropriate for decorative surfaces (i.e., whiskers, chalk, etc.) when appropriate.



RELIABILITY PROGRAM - TREE TRMMING PROGRAM

We love trees too, but they are the number one reason for power outages.

Plant trees to shade your home not our power lines.

Help us continue to provide reliable service.
HWEC 4-year reliability tree trimming program trims back tree growth to prevent outages for you and your neighbors.

Consider following when selecting and planting a tree:

Height: Will it come within 15 ft. of power lines when it's fully grown?
Canopy Spread: How wide will the tree grow (both height and width)?
Growth Rate: A slow growing species is typically stronger and lives longer than fast growing species.

811 Know what's below. Call before you dig.

Holmes-Wayne Electric Cooperative, Inc.
A Touchstone Energy® Cooperative

866-674-1055

Upgrading Electrical Systems

Touchstone Energy® Cooperatives

Is Your Home Ready to Meet the Demands of New Appliances and Modern Technology?

As technologies have evolved, the electrical demands of our homes have evolved in turn. Modern technologies, such as energy-efficient appliances and electric vehicles (EVs), may put new strains on outdated home electrical systems. This guide will help you assess whether your home's wiring and electric panels are up to the task.



1 Signs Your Electrical System May Need an Upgrade

Your home may struggle to meet modern demands if you notice:

- Frequent tripped breakers or blown fuses.
- Flickering or dimming lights when multiple devices run simultaneously.
- Warm power strips or extension cords.
- Discolored outlets.
- An older, small panel, such as one under 100 amps or featuring older components, like fuses.

2 Proactive Steps for Homeowners

- ☐ **Get an Electrical Assessment:** An electrical professional inspection can identify outdated components in your system and offer the proper upgrades for your needs to maintain safety.
- ☐ **Prioritize Safety:** Install or check Ground Fault Circuit Interrupters (GFCIs) in kitchens, bathrooms and outdoor areas — anywhere water is present.
- ☐ **Plan for Future Needs:** Even if you're not ready for an EV or other upgrades, installing a higher-capacity panel or a smart panel (capable of safely managing more breakers) can save money later.
- ☐ **Stay Code-Compliant:** Ensure your system meets current National Electrical Code (NEC) standards by verifying all your electrical parts can work together.

3 Questions to Ask Your Electrician

When evaluating your home's readiness for advancing electrical demands, questions to ask could include:

- ☐ What is the current capacity of my electric panel?
- ☐ Do I have enough dedicated circuits or space for new appliances?
- ☐ Will my existing circuits handle the energy demands of my new appliance?
- ☐ Will my electric panel manage changes to my appliance loads?
- ☐ Is my home wired for 240-volt (V) outlets where necessary (e.g., for a water heater, EV charger, dryer, cook stove) along with the more-common 120V plugs?
- ☐ Should I consider upgrading to a 200-amp panel or smart load panel?
- ☐ What incentives are available for these upgrades?
- ☐ Do I need whole-home surge protection?

4 New Technology, New Demands

Modern appliances and devices are more energy efficient but may still require dedicated circuits or upgraded electrical systems to function safely and reliably.

Common examples of new demands include the following:

Heat Pumps: Demand power ranging from 20 to 50 amps depending on the size of the system and the possible need for auxiliary strip heat in cold weather. These components commonly require at least one dedicated 240V circuit.

High-Efficiency Appliances (240V): A dryer uses around 30 amps and requires a 240V dedicated circuit. Compare that to newer washer and dryer combos that pull around 15–20 amps depending on the model. Another comparison would be between electric stoves using somewhere between 30 and 40 amps and newer induction stoves, with power demands in the 40- to 50-amp range.

Water Heaters: Electric resistance water heaters typically pull around 20 amps and require a 240V dedicated circuit. High-efficiency heat pump water heaters need the same size circuit but pull 15–30 amps. Heat pump water heaters may require a larger dedicated circuit but make up for this in overall energy efficiency.

EVs: Require Level 1 or Level 2 chargers, often needing 120V or 240V outlets and dedicated circuits. Level 2 chargers can pull up to 80 amps, requiring up to a 100-amp circuit breaker. If your home only has a 100-amp electric panel, upgrading to a 200-amp panel is required before an EV charger can be installed.

Smart Home Devices: Increased connectivity (Wi-Fi routers, security systems, etc.) may not strain power but could benefit from surge protection.

5 Electric Panels: The Backbone of Your System

Older homes may have electric panels rated for only 60 to 100 amps, whereas modern homes often require 200 amps or more. **Consider upgrading your panel if you:**

- Add high-power appliances (e.g., a heat pump or hot tub).
- Expand your home or add new rooms.
- Regularly experience overloaded circuits.
- Want to go all-electric with your appliances.
- Plan to install an EV charger.

Tip: Consult a licensed electrician to determine if your panel can handle new demands and contact your local electric cooperative with any questions.

6 Surge Protection: A Small Investment for Big Protection

Power surges, often caused by storms or grid fluctuations, can damage sensitive electronics and appliances. Surge protectors can safeguard your devices in ways that traditional fuses or circuit breakers may not.

Reasons newer devices are more vulnerable:

Sensitivity to Voltage Fluctuations: Devices such as computers, televisions, routers, smart home systems and phone chargers contain sensitive electronic components (e.g., microprocessors). These components are easily overwhelmed by sudden voltage spikes, even if the surge is relatively small. New large appliances with "smart" features are also vulnerable to spikes as they employ the same microprocessor technology as their smaller counterparts.

Absence of Built-in Protection: Many devices lack robust internal surge protection mechanisms, relying on external surge protectors or whole-home systems to shield them.

Common Usage with Outlets: Many electronics are often connected directly to standard 120V outlets, making them vulnerable to any surges traveling through the home's wiring system.

Types of surge protection:

Power Strip Surge Protectors: Affordable and portable, ideal for small electronics.

Whole-Home Surge Protectors: Installed at the electric panel for comprehensive protection, especially valuable for homes with newer appliances and connected devices.

To learn more, Eaton, a trusted electrical product company, and the National Fire Protection Association (NFPA), the national code body, wrote about how surge protectors are rated and the proper level of protection for your home.

Touchstone Energy® Cooperatives
The power of human connections®
advanced energy

Residential Generators

Touchstone Energy® Cooperatives

Residential generators can be lifesaving during power outages caused by severe weather or other significant events. When sized correctly, they can keep household appliances, such as refrigerators, heating and cooling systems, as well as medical devices, working. They can also maintain lighting, communication devices and security systems for safety during prolonged outages.

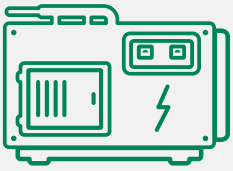


1 Understanding Costs

The price of a generator can vary significantly depending on its type, capacity and brand, though your electric cooperative may offer programs that provide credits or rebates for Members who own one.



Portable generators can range from a few hundred dollars to a couple thousand for high-end models.



Stationary, standby (backup) generators, which are permanently installed and automatically kick in during a power outage, can cost on average between $5,000 and $30,000, including installation. If you add on a smart electrical panel to control the generator, the total cost could be $40,000 or more.

In addition to the initial purchase price, you'll also want to consider maintenance, regular servicing, fuel consumption and potential repairs, as these contribute to the long-term expense of owning a generator. Fuel type, as well, heavily influences operating costs; natural gas, propane, gasoline and diesel have different pricing structures and availability depending on location. Permits and inspections add to your overall costs, too.

2 Properly Sizing a Generator

Estimating the load capability of your generator — the amount of electricity it can provide to support your home's electrical needs — is crucial. First, you'll need to determine whether you would like to be able to power your whole home or only a few critical appliances. Whole-home standby generators are best for keeping everything powered but come with a high price tag. Portable generators may be a better and more affordable option for those who only need a few important appliances running, such as lights and refrigerators.

Once you've identified which system you'd like to install, you'll need to calculate the total wattage, or energy consumption, of the appliances and equipment you intend to operate. Most equipment will need more power to start up than to run.

You can use the U.S. Department of Energy's "Appliance Energy Calculator" to estimate your home's energy consumption.

CLICK HERE

The key is to size a generator approximately 20–30% larger than the total load you want to have supported in the event of an outage. Total load is the amount of electricity required to operate your desired appliances. This buffer is necessary so that the generator isn't overloaded by being strained too severely, which can diminish power output and possibly damage the generator itself. Your co-op can also provide meter data to assist with generator sizing.

3 Electrical Safety with the Grid

(if your generator will not be wired to your home, see next section)

When connecting a generator to your home's wiring system, it's important to let your co-op know for the safety of utility workers and others. The co-op needs this information for awareness of potential backfeeding to the grid. This can pose serious risks to utility workers who might be repairing lines (that they believe are not energized) or other people who may be around downed lines. To keep this from happening, co-ops require that members have a transfer switch, either manual or automatic, or an interlock kit when installing a generator. These technologies ensure the power from the generator is isolated from the grid.

There are many ways to safely wire in a generator depending on the goals of the homeowner, either feeding to the main panel or a subpanel — which could be installed to serve critical devices that you want kept on with your generator. It is essential to contact your co-op to discuss local regulations and options for interconnection. Some may require that you pull a permit to install your generator.

4 Health & Safety Considerations

Generators should always be operated in well-ventilated areas to prevent people and animals from breathing harmful carbon monoxide. They should never be used indoors or in enclosed spaces, including basements, garages or sheds. Here are other health and safety recommendations.

- Keep the generator dry and clean of dust and debris. Grime or debris can restrict output capacity and may shorten equipment life.
- Always operate it on a level surface to prevent fuel spills or engine damage.
- Use extension cords that are rated for outdoor use and sized for the generator's electrical output. This will prevent overloads and electrical fires.
- Connecting the generator directly to your household wiring should only be performed by a qualified electrician to avoid backfeeding (see Part 3).
- Store fuel in a safe area, in approved containers and away from living areas and ignition sources.

Generator Selection Process



Consider Cost

In addition to the initial purchase price, consider maintenance, regular servicing, fuel consumption and potential repairs.



Calculate Consumption

A generator should be sized approximately 20–30% larger than the total load you want to have supported.



Contact Co-op

It is critical to discuss local regulations and options for interconnection.



Connect with Care

Keep health and safety recommendations in mind.



Check & Change

Whether the oil or filters, maintenance is key to ensure generator reliability and longevity.



Choose Carefully

Consider the different brands and the benefits of each.

5 Maintenance Considerations

Maintenance is essential to ensure generator reliability and longevity. Here are some best practices.

- Regularly check the oil level and change it according to manufacturer guidelines.
- Inspect the air filter and replace it as needed to maintain efficient airflow, preventing the generator from overheating.
- Keep an eye on the fuel system for any leaks, and make sure the fuel remains fresh. Stale fuel can clog the system and lead to poor performance or engine damage.
- Regularly inspect power cords for damage.
- Regularly check the battery's charge and clean any corrosion around the terminals to guarantee that the generator starts without issue when needed. Running the generator periodically can help keep all components in working order. This full-system exercise not only keeps the parts lubricated but also identifies any potential problems before they become critical failures.
- Schedule professional inspections annually. Technicians can perform a thorough checkup, addressing issues that might not be immediately visible and ensuring your generator is always ready when you need it most.

6 Popular Brands

Several popular brands dominate the market:

- Generac is recognized for its large range of home generators and portable models, known for their durability and performance.
- Champion is appreciated for its affordability and user-friendly designs.
- Honda is known for the quiet operation and fuel efficiency of its generators, which are great for those who prioritize low noise levels and long-term use.
- Briggs & Stratton offers generators that combine reliability with ease of maintenance.
- Westinghouse provides traditional and inverter generators, catering to varying power needs with advanced technologies.
- Kohler is known for its high-performance standby generators that feature enhanced diagnostics durability.

Remember to contact your local co-op with questions or for more information on generators, generator safety and maintenance, as well as local regulations and interconnection options.

Sources

American Red Cross: How to Choose a Generator

American Red Cross: How to Prevent CO Poisoning When Using a Generator

Electrical Safety Foundation: Generator Safety

FEMA: 5 Steps to Portable Generator Safety

FEMA: Use Generators Safely at Home

General Power: Automatic Transfer Switch vs. Interlock: Which is Best?

OSHA: Grounding Requirements for Portable Generators

OSHA: Preventing Carbon Monoxide Poisoning While Working with Portable Generators

OSHA: Using Portable Generators Safely

SafeElectricity.org: Use a Generator Safely

Medical Awareness Certification form

Is someone living in your home with a medical condition that requires electrical assistance? If so, you must notify Holmes-Wayne by completing the form below to be added to or remain on our Medical Awareness list.

Holmes-Wayne Electric makes every effort to keep power flowing to all our members. Because of factors beyond our control, like care accidents and weather, it always is our recommendation that you create a backup plan in case of a power outage. Coordinate an emergency plan with your health care provider. This may be as simple as having a small generator or another location to relocate to if such a case would occur.

All members who maintain up-to-date contact information are notified for planned outages for maintenance and repair.



The Medical Awareness Certification form must be completed on an annual basis.

Holmes-Wayne Electric Cooperative, Inc. — Medical Awareness Certification

If you or someone in your home is dependent on medical equipment operated by electricity, please provide the following information.

Name_____ Account number _____

Address_____ Phone number_____

_____ Cellphone_____

We request that the attending physician please complete and certify the following information.

Equipment in use_____

Physician's signature_____ Date_____

Return completed form in your next bill or to: **Holmes-Wayne Electric Cooperative Inc.**
Attn: Medical Awareness List
P.O. Box 112; Millersburg, OH 44654
Fax: 330-674-1869 • Email: memberservices@hwecoop.com

The Cooperative Difference

OHIO'S ELECTRIC COOPERATIVES

Your Touchstone Energy® Cooperatives



Electric Cooperatives

The foundations for the success of the rural electric cooperative program in America can be found in the seven principles that are the framework of every cooperative.

Seven Cooperative Principles

- Voluntary and Open Membership
- Democratic Member Control
- Members' Economic Participation
- Autonomy and Independence
- Education, Training and Information
- Cooperation Among Cooperatives
- Concern for Community

Touchstone Energy®

The power of human connections

The Cooperative *Difference*

Electric cooperatives were born of the exercise of self-reliance by people who wanted the benefits of electricity.

They are doctors. Some are lawyers. Some are teachers. Still others are farmers. But all 400,000 of these people have one thing in common — they're members of the 25 independently owned and operated electric cooperatives serving Ohio.

From their inception, electric cooperatives have been guided by one principle throughout — an emphasis on people, not profit.

It's that principle which allows local people to ensure for themselves the best possible rates and service quality to meet their needs. These self-determined people are in charge of their futures because they have their own interests at heart.

Local people who are committed to serving the electricity needs of themselves and their neighbors: That's the electric cooperatives of Ohio.



Rural People *Control Their Energy Futures*

It is caring for people that led to the creation of Ohio's electric cooperatives. In the 1930s and '40s, almost no one living in the Ohio countryside had electricity. The big power companies said the distances were too far; serving the rural areas wasn't economical. So rural folks, partnering with Washington through loan guarantees, chose to control their energy future by forming their own power companies — the electric cooperatives.

Today, there are 25 electric cooperatives serving Ohio (one is based in Michigan), with nearly 400,000 members. The power lines and generating plants of electric cooperatives are much like those of other electric utilities.

The electric cooperatives' difference lies in their ownership, which in turn creates a culture unique in the utility industry. Because the members own the cooperative, the goal of the organization is not to maximize profitability but only to cover its costs. Revenues that exceed expenses are returned to the members in the form of capital credits.

But even more important is the local ownership and local control built into the cooperative structure. The members of an electric cooperative are the owners of their utility. As an owner, you are in a better position than anyone else to determine what you want from your power company. And you can make your wishes known through the democratic process of electing a board of trustees that represents you. The board is composed of local community leaders who are chosen among the members at the cooperative's annual meeting. The board hires the manager who oversees the day-to-day operation of the utility.

All electric cooperative members are invited every year to their cooperative's annual meeting. It is similar to an annual stockholders' meeting. The cooperative notifies all members when the meeting will be held. This is an opportunity for them to participate directly in the affairs of their power company, a privilege only 10 percent of the U.S. population enjoys.

There's another major difference between electric cooperatives and their municipal and investor-owned counterparts. It's a matter of consumer density. This results in a much higher investment per consumer because of the greater distances between consumers — more than double the investment per consumer than Ohio's seven investor-owned utilities (IOUs). Members of electric cooperatives are



In the 1930s and ’40s, rural folks, partnering with Washington through loan guarantees, chose to control their energy future by forming their own power companies — the electric cooperatives.

spread pretty thin, averaging only 7.4 per mile of line, while investor-owned utilities average 34 customers per mile of line.

Their electric use profile also is quite different. Electric cooperatives find that 57 percent of their electricity goes to residences and farms. Only 43 percent of electric use is by commercial and industrial establishments. It’s just the opposite for investor-owned and municipal electric utilities; only 36 percent of their electricity use goes to comparatively low-intensity residential and farm accounts. Their big business is done with commercial and industrial accounts.

The revenue generated per mile of line is a good illustration of this difference. Nationally, electric cooperatives average about $15,000 in annual revenue per mile of line. By contrast, investor-owned utilities take in more than $75,500 for each mile of line — five times as much.

And without a doubt, electric cooperatives have the toughest service challenge of all the state’s electricity providers. They serve nearly 40 percent of the land area of Ohio, including some of the most difficult terrain, yet only 6 percent of Ohio’s population live in these areas. The other half of Ohio, the part with 94 percent of the people and most of the state’s commerce and industry, is served by the seven investor-owned and 85 municipal electric systems.

Despite these economic disadvantages, the members of the electric cooperatives in Ohio have realized some remarkable benefits. Several of Ohio’s electric cooperatives can boast rates lower than many of the state’s investor-owned electric utilities.



Excellent customer service and cost-of-service based rates continue to be the hallmark of your electric cooperative. Customer satisfaction surveys show cooperatives consistently lead the competition. In fact, recent American Customer Satisfaction Index (ACSI) results show Ohio's co-ops outpace the electric industry average by 9 to 10 points.

Why do cooperatives consistently top the competition? One primary reason — the members of the cooperative also are the owners of the cooperative. Also, cooperative employees live and work in their local communities. They often go above and beyond what is expected, not only because they care but also because they see you as their neighbor.

Buckeye Power—
Your Source of Power

Early leaders had the vision that the Ohio electric cooperatives should have their own generating plants. Through Buckeye Power, a power generating and transmission co-op owned by the local distribution cooperatives (like yours), co-op members own units 2 and 3 at the Cardinal Station, a coal-fired power plant located about seven miles south of Steubenville.

The two units came on line in 1968 and 1977, respectively, and have a combined 1,230 megawatts (MW) of low-cost generating capacity. And, thanks to an investment of nearly $1 billion in environmental enhancements, the Cardinal units rank among the cleanest in the country.

Through a unique joint ownership and operating arrangement, Buckeye Power contracts with American Electric Power, the owner of Cardinal Unit 1, to operate units 2 and 3.

Additional generation dedicated to serve Ohio's electric co-ops includes the Robert P. Mone Plant, dedicated in 2002. Located in Van Wert County, its 510 megawatts of power, provided by three natural gas or oil-fired combustion turbines, are there to meet peak electric demand periods.

Ohio's Electric Cooperatives' generation mix also includes:

- 55 MW of hydro power from the New York Power Authority.
- 200 MW of coal-fired generation through an ownership interest and associated rights in the Ohio Valley Electric Corporation (OVEC).
- 200 MW of peaking power from single-cycle, natural gas-fired combustion turbines at a plant in Greenville, Ohio.
- 9.6 MW from landfill methane gas at the Suburban Regional Landfill near Mt. Perry, Ohio, and the Hancock County Landfill near Findlay.
- 4.45 MW from agricultural biogas projects in Ohio.

The electric utility industry has three main components:

GENERATION
The cost of generating electricity at the power plant represents about half of your bill. Your power is produced by Buckeye Power, Inc., a generation and transmission cooperative owned by the 25 distribution cooperatives serving Ohio.

TRANSMISSION
A long-distance high-voltage "grid" moves large volumes of bulk power to your local substation. Transmission costs are about 5 percent of your electric bill.

DISTRIBUTION
The local lines you see in your neighborhood distribute power from substations to the meter on your house.

Technology important to the future



Electric cooperatives use cutting-edge technology to serve their members' needs. And Ohio's 25 electric cooperatives are constantly seeking new technology applications to improve their industry-leading service.

Distribution lines use high-tech instruments to monitor the flow of electricity and maintain the power quality necessary to run sophisticated equipment demanded by today's commercial and industrial customers. Honda of America manufacturing plants at Marysville, Russells Point and Anna are among the many high-tech facilities that depend on Ohio electric cooperatives for their electricity.

Computerized mapping systems guide crews quickly and efficiently. GPS systems are used to pinpoint locations for crews responding to calls. SCADA (Supervisory Control and Data Acquisition) systems are capable of automatic and constant reporting of distribution line conditions, including voltage and amperage, among other things. Computerized switching systems provide instantaneous backup for loop-fed substations.

Advanced metering infrastructure (AMI) is an exciting technology used by many of Ohio's cooperatives. AMI brings special services to individual consumers, including automatic outage reporting, meter reading and, in some cases, the ability to monitor their own energy use.

Grassroots *In Action*

It has long been said that the electric cooperatives, having been born in politics, would die in politics.

Over the years, electric cooperatives have developed an effective grassroots political outreach to convey the rural electric consumer's interests to their governmental representatives. The Ohio Legislature has responded with a public policy of endorsing the cooperatives' rights to self-determination.

A good example of grassroots political advocacy in action was the way electric cooperative consumer voices came together in opposition to plans that would regulate carbon dioxide emissions from power plants.

After the U.S. EPA announced its plans to implement regulations affecting how electricity could be produced, electric cooperatives across the state and the nation asked their members to speak up for affordable, reliable electricity. The regulations would threaten both of those priorities.

More than 122,000 Ohio electric cooperative members and supporters of affordable electricity sent comments to the EPA asking it to work with electric cooperatives in recrafting the proposals in a way that kept the American consumer in mind. Nationally, more than 1.2 million comments were sent in by electric cooperative members.

Co-op members also have the opportunity to be politically active by joining ACRE Co-op Owners for Political Action®, the political action committee for electric cooperative members. Ohio leads the nations in the number of members who have joined Co-op Owners.





"Cooperation among cooperatives" is one of the seven cooperative principles

Ohio's cooperatives are part of the largest national network of electric utilities in America. Electric cooperatives distribute electricity over 47 states and 75 percent of the geographic territory of the United States.

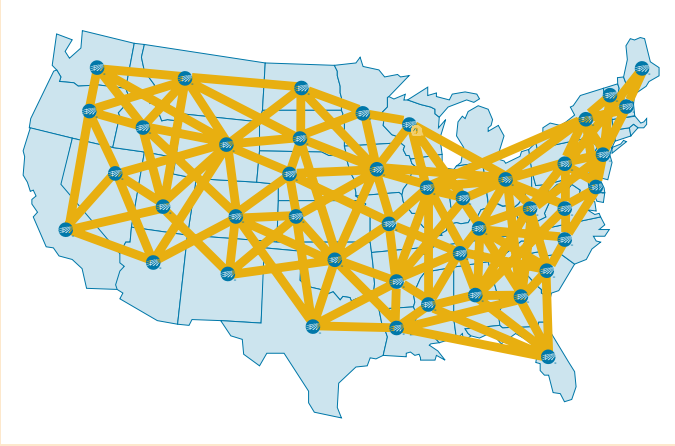
Local People, *Affordable Electricity*

The friendly atmosphere of rural Ohio carries over to the attitudes of electric cooperative employees. A member is seen as an individual with specific needs, and cooperative employees respond to you in a personal way.

The rates of Ohio's electric cooperatives are, on the average, lower than those of the investor-owned utilities in Ohio.



Buckeye Power and Ohio Rural Electric Cooperatives, Inc., the service association for the state's electric cooperatives, were created by Ohio distribution cooperatives. These two co-ops and your distribution cooperative have links with many national organizations that provide resources beyond what any one organization might easily do on its own.



The National Rural Electric Cooperative Association (NRECA), headquartered in Arlington, Virginia, provides training and education programs, and legislative, public relations and management services, as well as other programs that benefit electric cooperative consumers across the country.

But there's another, sometimes unmentioned, characteristic of electric co-ops that has allowed them not only to survive but prosper and be regarded today as industry leaders: our ability to "network," to freely and efficiently share among one another the best ideas, programs and practices that allow us to meet the challenges of serving the members' interests.

Not-for-profit Utilities Put Focus On *Innovation, Cooperation*

Ohio has made many contributions to the cooperative network when it comes to both new ideas and our willingness to share them. From the Cardinal Station agreement in the 1960s to a lineman apprentice training program, we are continuing a tradition of innovation and cooperation that has benefited rural Americans everywhere.



Access to financial resources

The electric utility business is capital intensive, meaning it requires a great deal of expensive equipment, such as power plants, poles, transformers, substations and lines to do business. Because of these costs, electric cooperatives need ready sources of money. Basically, cooperatives have three choices: They can obtain loans from the Federal Financing Bank (FFB), which are guaranteed by the Rural Utilities Service (RUS); from cooperative lenders, such as CFC or CoBank; or from private resources like banks.

The lion's share of borrowing is done through RUS. Here, money is borrowed from the FFB at an interest rate based on the cost to the U.S. Treasury plus one-eighth of 1 percent. Congress has authority to impose ceilings on FFB lending.

CFC is the National Rural Utilities Cooperative Finance Corporation. It is an independent, self-help financing institution created by electric cooperative systems across the country to provide supplemental loans.

CoBank specializes in providing financial solutions and leasing services to cooperatives, agribusinesses, farm credit associations, and rural communications, energy and water companies. The bank also finances agricultural exports.

All funds that electric cooperatives get are loans, and the cooperatives have an excellent track record of paying them back.

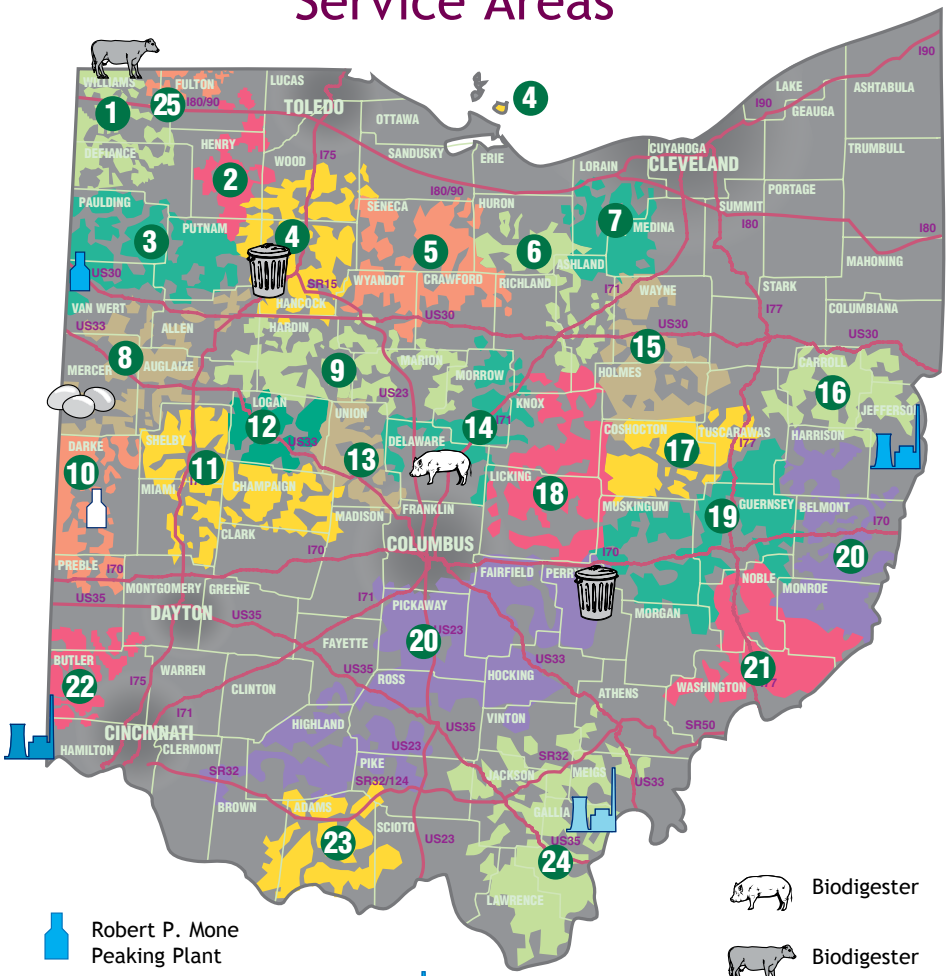


The future is bright for Ohio's electric cooperatives.

They are close to their members and always will offer services that enhance their members' lives. You can be sure your cooperative's not-for-profit status helps it keep its focus on your needs. Your cooperative's years of building trust and dependability will continue to reassure you that it has your best interests at heart, even as the electric industry changes.



Ohio's Rural Electric Cooperative Service Areas



Robert P. Mone Peaking Plant

Greenville Electric Generating Station

Clifty Creek Generating Station

Cardinal Generating Station

Kyger Creek Generating Station

Biodigester

Biodigester

Biodigester

Landfill

1 — North Western
2 — Tricounty
3 — Paulding-Putnam
4 — Hancock-Wood
5 — North Central
6 — Firelands
7 — Lorain-Medina
8 — Midwest
9 — Mid-Ohio
10 — Darke
11 — Pioneer
12 — Logan
13 — Union
14 — Consolidated
15 — Holmes-Wayne
16 — Carroll
17 — Frontier
18 — The Energy Co-op (Licking)
19 — Guernsey-Muskingum
20 — South Central
21 — Washington
22 — Butler
23 — Adams
24 — Buckeye
25 — Midwest Energy (based in Michigan)

Edition: 11/15

Electric cooperatives have created a national brand image for electric cooperative service.

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The power of human connections

"Touchstone" is a sign of quality. The brand name conveys a promise of

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Innovation

Integrity

Commitment to community

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- ❍ **Vice President's Club:** $20.83/Month ($250/year)*
- ❍ **President's Club:** $41.66/Month ($500/year)*
- ❍ **Leadership Circle:** $83.32/Month ($1,000/year)*
- ❍ **Other:** $_____

Payment by Check

Send checks to:
America's Electric Cooperatives PAC
PO Box 718778
Philadelphia, PA 19171

Payment by Credit Card

Pay online:
cooperative.com/pacdonation

I affirm that my contribution has been made with personal funds:

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

COOPERATIVE: _____

EMAIL: _____

SIGNATURE: _____

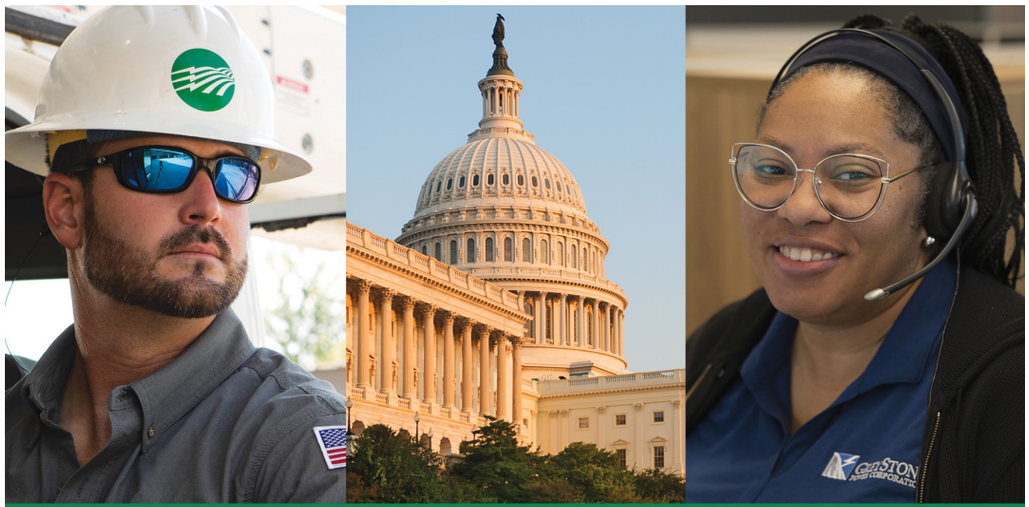
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EMPLOYER: _____

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America's Electric Cooperatives | PAC

Amplifying Your Voice in Washington



www.cooperative.com/pacdonation

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It's a fact, whether we like it or not, decisions made in Washington, D.C. and at our state capitals impact us from how much we pay for electricity to what benefits we provide our employees. That's why it is so important to elect and re-elect people who understand the concerns of America's electric cooperatives.



About America's Electric Cooperatives PAC

America's Electric Cooperatives PAC is the federal political action committee (PAC) of the National Rural Electric Cooperative Association (NRECA) and is backed by nearly 35,000 eligible employees, directors and consumer-members across the country. It is truly a grassroots movement powered by thousands of contributors giving an average of $65.00 per year.



Please Join America's Electric Cooperatives PAC today!

Your PAC contribution builds our collective strength, which is grounded in the relationships between local electric co-ops, the communities they serve and the candidates seeking to represent them. Join the thousands of co-op leaders who value political engagement and the role it plays in our collective success. For just a small amount a month, you can be sure your voice is heard in Washington, D.C. Simply scan the QR code, visit www.cooperative.com/pacdonation or fill out the form on the back of this brochure.

Who Can Join America's Electric Cooperatives PAC?

Eligible: Directors; salaried employees with policymaking, managerial, professional or supervisory responsibilities; and any consumer-member of an electric co-op that belongs to NRECA.

Ineligible: Non-exempt hourly employees*; salaried foreman with direct supervision over hourly employees*; outside contractors, such as consultants or outside attorneys*; consumers of a public power district; and general public.

*If any of these are consumer members of an electric co-op that belongs to NRECA, they can join America's Electric Cooperatives PAC.

Donate Today!

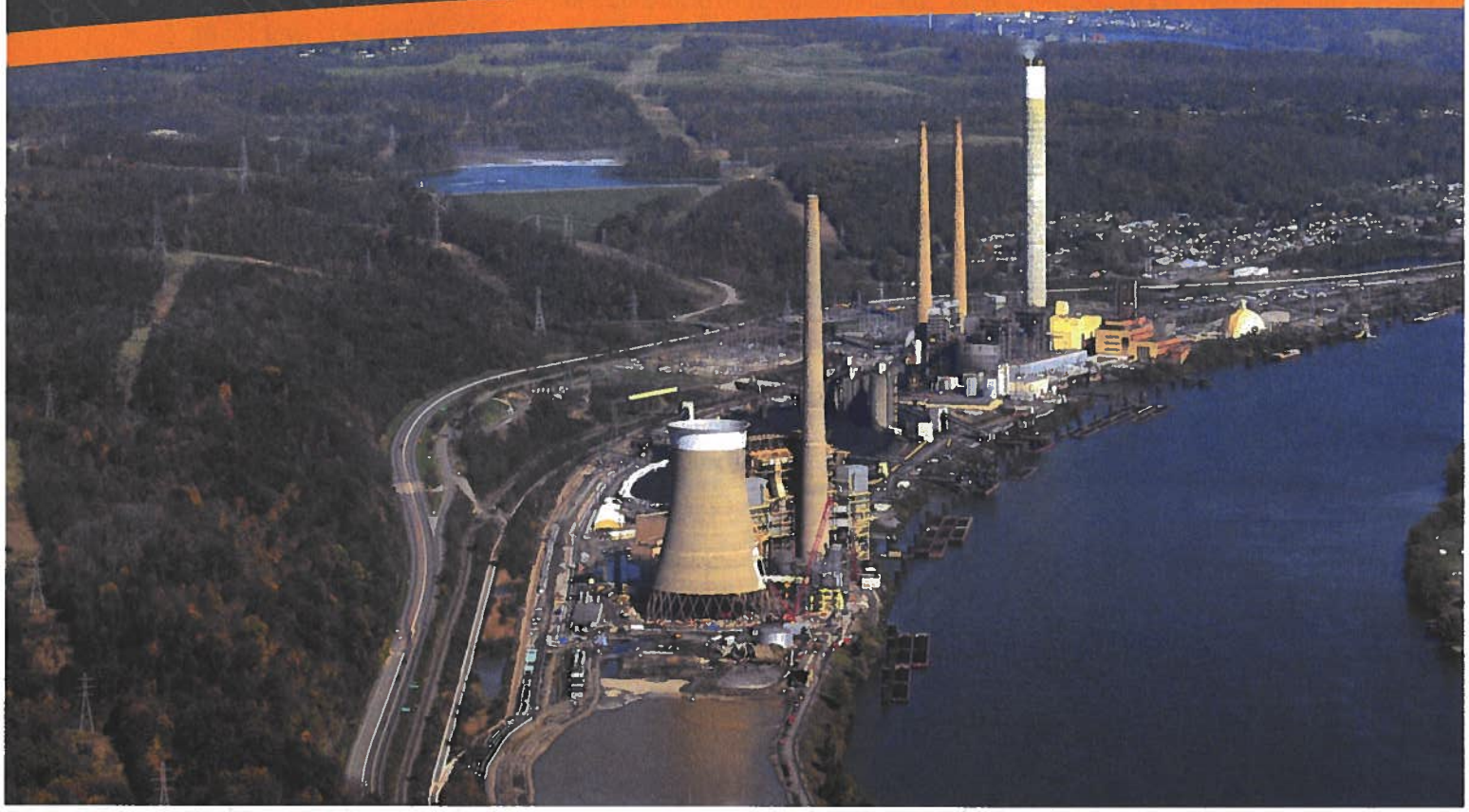
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Contributions to the NRECA America's Electric Cooperatives PAC are not tax deductible for federal income tax purposes. Contributions to America's Electric Cooperatives PAC are voluntary and will be used for political purposes. You have the right to refuse to contribute without reprisal. Federal law prohibits contributions from foreign nationals who lack permanent resident status. Any contribution guidelines presented are merely suggestions. You are free to contribute more or less than the suggested amounts, or not at all. NRECA will not favor or disadvantage anyone by reason of the amount contributed or a decision not to contribute. For more information on the PAC, please contact your local cooperative or NRECA PAC team at 703-907-5799 or by email at pacteam@nreca.coop.

*Federal law requires us to use our best efforts to collect and report the name, mailing address, occupation and name of employer of individuals whose contributions exceed $200.

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Cardinal Power Plant: How We Generate Electricity



Coal arrives at the station by truck, rail, or barge and is stored in the coal yard. Conveyor belts carry the coal into the plant, where pulverizers grind it into a fine, talcum-powder-like consistency. The powdered coal is injected into the steam generators, where it burns at high temperatures, turning water into steam.

The steam is directed into the turbines, where it turns blades, much like wind turns a windmill. The spinning turbine drives a generator that produces electricity. Exhaust steam from the turbine is cooled in the condenser and returned to the steam generator to start the process again.

Electricity is generated the instant that a customer needs it. Cardinal's generators produce electricity at 23,000 to 25,000 volts. Transformers outside the plant step up the voltage to 138,000 and 345,000 volts so it can be transmitted efficiently to consumers' homes, farms, and businesses.

Cardinal Plant occupies a unique place in the history of electric power generation. It represents the first alliance of an investor-owned electric utility — **American Electric Power (AEP)** — and a consumer-owned electric utility — **Buckeye Power**, the power generation arm of **Ohio's Electric Cooperatives** — to build and operate a power plant to serve both sets of consumers. Buckeye Power is owned and governed by 25 rural and suburban electric cooperatives that collectively serve about 1 million Ohioans.

In 2022, Buckeye Power completed its purchase of Cardinal Unit 1 from AEP. Buckeye Power now owns and operates all three units at the Cardinal Plant, for the benefit of Buckeye's members and AEP. Unit 1 was placed in commercial service in 1967. Unit 2 was placed in commercial operation later that same year. Each unit has generation capacity of 590 megawatts (MW). Unit 3 began operation in 1977 and has generating capacity of 620 MW.

OHIO'S ELECTRIC COOPERATIVES
Your Touchstone Energy® Cooperatives

Buckeye Power: The wholesale power supplier serving 1 million consumer-members in 77 of Ohio's 88 counties.
Ohio Rural Electric Cooperatives: The statewide trade and services association for the 24 co-ops serving Ohio.
Together, we are **Ohio's Electric Cooperatives**.

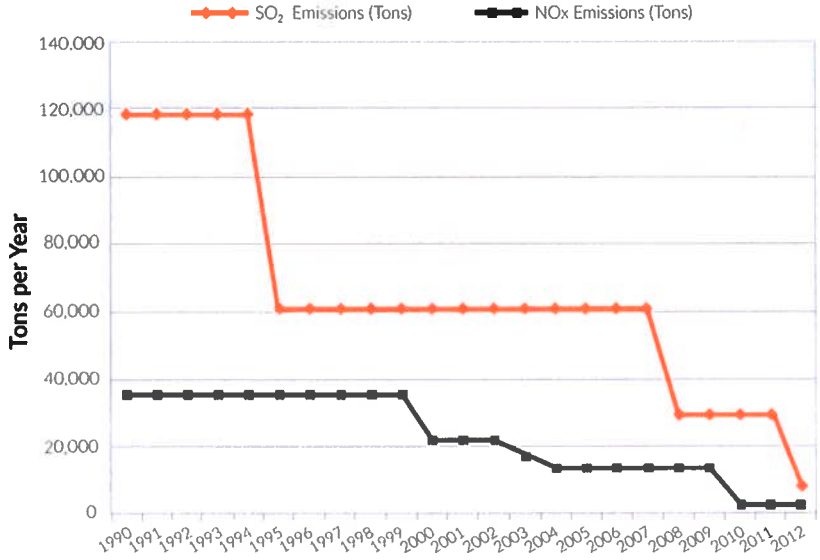
www.ohioec.org

Ohio's Electric Cooperatives

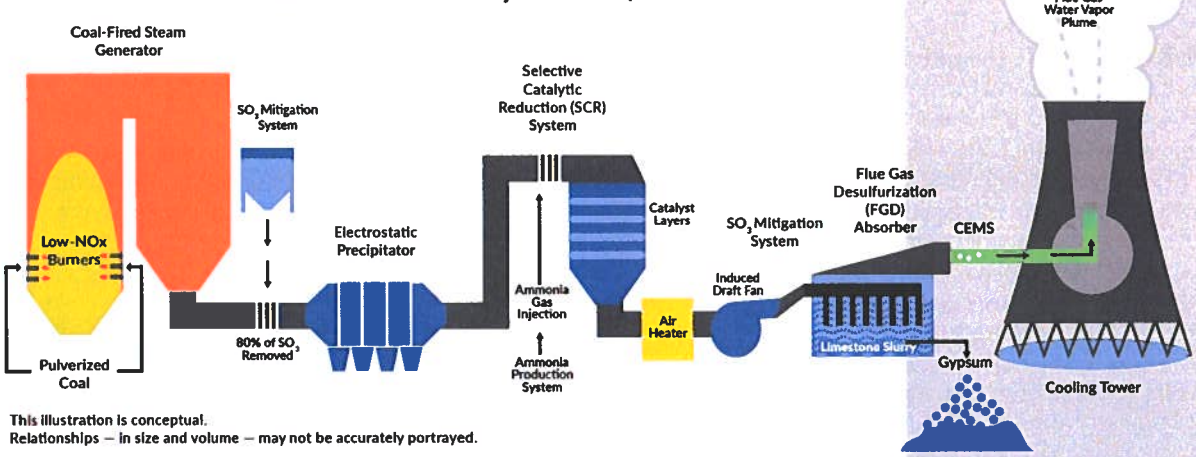
Buckeye Power is a generation and transmission cooperative owned by and supplying electricity to the electric distribution cooperatives in Ohio. The cooperatives' certified service territory covers nearly 40 percent of the land area in the state and encompasses 77 of Ohio's 88 counties. The cooperatives collectively serve nearly 400,000 homes, farms, and businesses — about 1 million Ohioans in total.



SO_2 and NOx Emissions Trends from Cardinal Plant



Unit 3 Cardinal Plant Emission Control Systems — $1.2 billion



This illustration is conceptual.
Relationships — in size and volume — may not be accurately portrayed.

Quick Facts About Cardinal Power Plant

- Location: Along the Ohio River, south of Brilliant, Ohio
- Capacity: 1,800 MW total
- Units: 3
- Stack height of units 1 and 2: 1,000 feet
- Unit 3 cooling tower capacity: 16.8 million gallons per hour
- Average annual coal use: 5.2 million tons
- Coal yard storage capacity: 1.3 million tons
- Average daily coal use: 15,800 tons
- Employees: 300

OHIO'S ELECTRIC COOPERATIVES
Your Touchstone Energy® Cooperatives

Ohio's Electric Cooperatives
6677 Busch Blvd.
Columbus, OH 43229
614.846.5757 | 800.282.6962

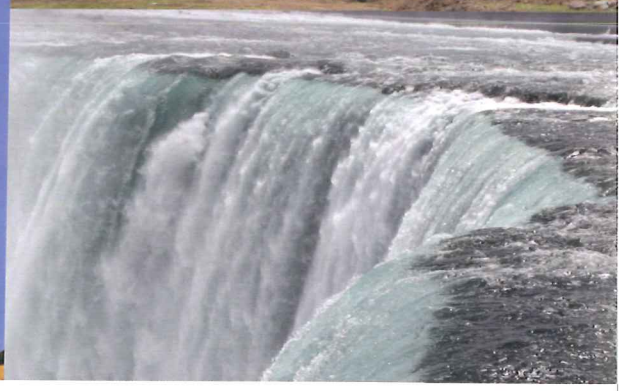
Ohio's Electric Cooperatives & Renewable Energy











Ohio's Electric Cooperatives has added capacity from a variety of renewable energy sources in and out of the state:

OurSolar community solar farms
2.1 MW of aggregate solar energy capacity installed locally at 24 locations throughout Ohio. Individual sizes range from 25 kW to over 600 kW. Local member cooperatives may offer subscriptions to these solar farms as an alternative source of generation. These subscriptions provide direct access to solar generation to electric consumers who otherwise may not have the means or ability to have their own rooftop systems.

Story County, Iowa, wind energy center
30 MW of wind energy capacity from the Story County Wind Energy Center in Story County, Iowa. Buckeye is one of six G&T cooperatives jointly sharing the output from this facility under separate purchase power agreements (PPAs).

Anaerobic manure digesters at dairy, egg, and hog farms.
4.45 MW from agricultural biogas projects in Ohio. Buckeye Power purchases the excess generation from animal waste anaerobic digester systems at four locations across the state. Bacteria break down the manure produced at these dairy, pork and poultry operations to create the methane gas used to fuel engine-and-generator sets. Power flows onto the grid via interconnections with the member systems Consolidated, Midwest, North Western, and Paulding Putnam electric cooperatives.

Methane gas generation at landfills
9.6 MW from the Hancock County Landfill and Suburban Regional Landfill (in Perry County), using interconnections provided by Hancock-Wood Electric Cooperative and South Central Power.

Hydropower from upstate New York
55-MW entitlement from the New York Power Authority (NYPA), an attractively priced hydroelectric power that was added in 2004. NYPA is the largest state-owned power organization in the nation and a not-for-profit provider of generation to electric cooperatives, community-owned electric systems, and private utilities. Power comes primarily from the Niagara (90 percent) and St. Lawrence rivers.

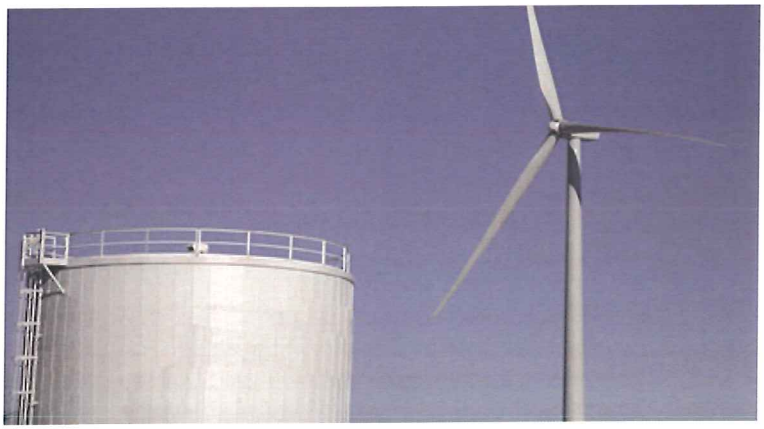
OHIO'S ELECTRIC COOPERATIVES
Your Touchstone Energy® Cooperatives

Buckeye Power: The wholesale power supplier for the 25 distribution cooperatives serving Ohio.
Ohio Rural Electric Cooperatives: The statewide trade and services association.
Together, we are **Ohio's Electric Cooperatives.**

www.ohioec.org

Renewable Energy Partnerships







In FY 2008, Ohio's Electric Cooperatives joined the National Renewables Cooperative Organization (NRCO), a "super cooperative" tasked with identifying viable renewable energy projects and making green power available to its members. NRCO includes cooperatives in multiple states that serve more than 22 million consumers. NRCO allows members to jointly pool their resources to participate in and benefit from utility-scale renewable energy projects.

Ohio's Electric Cooperatives and Logan County Electric Cooperative worked with Honda on the installation of two wind turbines at the company's transmission manufacturing plant near Russells Point. The turbines supplied about 13 percent of the plant's electricity needs in 2014, their first year of operation.

EnviroWatts® — Electric cooperative members can elect to purchase green energy through this program. Renewable energy comes from Ohio's Electric Cooperatives' biogas and landfill gas generation systems, as well as the Story County Wind Energy Center.

Our renewable energy demonstration projects — a wind turbine at Indian Lake High School in Logan County and a solar panel at Butler Rural Electric Cooperative—continue to provide educational opportunities for students and the public, while helping build a performance database for evaluating the efficiency and return-on-investment of small distributed generation systems. The wind turbine erected and monitored by high school science students won a Cooperative Research Network "Cooperative Innovators" award.

(See real-time data at www.ohioec.org)

OHIO'S ELECTRIC COOPERATIVES
Your Touchstone Energy® Cooperatives

Ohio's Electric Cooperatives
6677 Busch Blvd.
Columbus, OH 43229
614.846.5757 | 800.282.6962



CODE OF REGULATIONS

Holmes-Wayne
Electric Cooperative, Inc.

A Touchstone Energy® Cooperative

AS AMENDED TO JUNE 27, 2019
MILLERSBURG, OHIO 44654

Holmes-Wayne Electric Cooperative, Inc.
6060 State Route 83
P.O. Box 112
Millersburg, Ohio 44654

Phone: 330.674.1055
866.674.1055 *toll free*
Fax: 330.674.1869

www.hwecoop.com
www.facebook.com/holmeswayneelectriccoop
www.hwecoop.smarthub.coop

The mission of the Holmes-Wayne Electric Cooperative, Inc. is to safely provide reliable, competitively-priced electric service for our member-owners to enhance the quality of life in the communities we serve while embracing cooperative principles and values.

CODE OF REGULATIONS
HOLMES-WAYNE ELECTRIC
COOPERATIVE, INC.
Amended June 27, 2019

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STATEMENT OF NONDISCRIMINATION

CODE OF REGULATIONS
OF
HOLMES -WAYNE
ELECTRIC COOPERATIVE, INC.
Amended June 30, 2005

ARTICLE I
MEMBERSHIP

SECTION 1 Requirements for Membership. Any person, firm, association, partnership, corporation, body politic or subdivision thereof will become a Member of Holmes-Wayne Electric Cooperative, Inc. (herein after called the "Cooperative") upon receipt of electric service from the Cooperative, provided that he, she or it has first:

(a) Made a written application for membership in the Cooperative signed by one person or entity;

(b) Agreed to purchase electric energy from the Cooperative as hereinafter specified;

(c) Agreed to comply with and be bound by the Articles of Incorporation of the Cooperative, this Code of Regulations and any rules and regulations adopted by the Board of Trustees, and;

(d) Paid the membership fee and other fees hereinafter specified.

Each person, firm, association, partnership, corporation, body politic or subdivision thereof that has complied with the above requirements and those set forth in Section 2 below shall be hereinafter called a "Member" and collectively called "Members."

SECTION 2 Members of Acquired Systems. Where electric systems, or portions thereof, other than those constructed by the Cooperative are acquired, or are merged into or otherwise become a part of the Cooperative's electric system, each person, firm, partnership, corporation, body politic or subdivision thereof, or other organization then receiving service from such acquired systems shall become and shall be considered a Member of the Cooperative provided that the other requirements for membership specified in Section 1 above have been met.

SECTION 3 One Membership; One Vote; Transferability. No Member may hold more that one membership in the Cooperative except for those Members that have been issued more than one membership prior to June 10, 1998. No Member, regardless of the number of memberships held by such Member shall be entitled to more than one vote. No Member may transfer his, her or its membership, except as provided in this Code of Regulations.

SECTION 4 Evidence of Membership. Each Member who has complied with the requirements of this Code of Regulations for membership shall be issued such evidence of membership as the Board of Trustees deems appropriate.

SECTION 5 Joint Membership. Applications for joint membership shall not be accepted; however, in those cases where such applications have been accepted prior to June 10, 1998, the term "Member" as used in this Code of Regulations shall include a husband and wife holding joint membership and all provisions relating to the rights and liabilities of membership shall apply equally 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 joint membership shall be as follows:

(a) The presence at a meeting of either or both shall be regarded as the presence of one Member and shall constitute a joint waiver of notice of the meeting;

(b) The vote of either separately or both jointly shall constitute one vote;

(c) A waiver of notice signed by either or both shall constitute a joint waiver;

(d) Notice to either shall constitute notice to both;

(e) Expulsion of either shall terminate the membership of both;

(f) Withdrawal of either shall terminate the membership of both;

(g) Either but not both may be elected or appointed as an officer or Trustee, provided that both meet the qualifications for such office.

SECTION 6 Representation of Members. Membership applications for partnerships, corporations, organizations, associations, firms, bodies politic or subdivisions thereof shall be signed by the person authorized by such partnership, corporations, organization, association, firm, body politic or subdivision thereof, and the person signing such application shall upon approval of the application, become the agent for the Member on the records of the Cooperative, and shall be authorized to vote for the Member in any election or balloting held by the Cooperative. Such organization may designate a voting delegate, other than the regularly authorized agent, at any Meeting of the Members. Such delegate shall be furnished written credentials by the organization which he represents at the particular meeting involved. It shall be the obligation of the partnership, corporation, organization, association, firm, body politic or subdivision thereof, to notify the Cooperative in the event of any change in person authorized to represent it in dealings with the Cooperative.

SECTION 7 Membership Fee; Connection and Other Fees; Aid in Construction. Membership fees, service connection fees and additional aid in construction fees shall be in such amounts as shall be determined from time to time by the Board of Trustees. In addition, the Board of Trustees may from time to time establish such other fees as the Board of Trustees deems appropriate in connection with the furnishing of electric power or other services provided by the Cooperative.

SECTION 8 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 application for membership, and shall pay therefore monthly at rates which shall from time to time be fixed by the Board of Trustees. It is expressly understood that amounts paid for electric energy in excess of the cost of services are furnished by Members as capital and each Member shall be credited with the capital so furnished as provided in this Code of Regulations. Each Member shall pay to the Cooperative such minimum amounts per month regardless of the amount of electric energy consumed, as shall be fixed by the Board of Trustees from time to time. Each Member shall also pay all amounts owed by Member to the Cooperative as and when the same shall become due and payable.

SECTION 9 Expulsion of Members. The Board of Trustees of the Cooperative may, by the affirmative vote of not less than two-thirds (2/3) of the members of the Board of Trustees, expel any Member who has violated or refused to comply with any of the provisions of the Articles of Incorporation of the Cooperative or this Code of Regulations or any rules or regulations adopted from time to time by the Board of Trustees. Any Member so expelled may be reinstated as a Member by the affirmative vote of a majority of the Members at any annual or special meeting of the Members. The action of the Members with respect to any such reinstatement shall be final.

SECTION 10 Responsibility For Wiring of Premises, Meter Tampering or Bypass and Damage to Cooperative Property: Access to Premises. Each Member shall cause all premises receiving electric service from the Cooperative to become and to remain wired in accordance with the specifications of the National Electrical Code, any applicable State or local government ordinance, and the Cooperative. Each Member shall be responsible for and shall indemnify the Cooperative and any other person against death, injury, loss or damage resulting from any defect in or improper use or maintenance of such premises and all wiring and apparatus connected thereto or used thereon. Each Member shall make available to the Cooperative a suitable site, as determined by the Cooperative, whereon to place the Cooperative's facilities for the furnishing and metering of electric service and shall permit the Cooperative's authorized employees, agents and independent contractors to have access thereto for inspection, maintenance, replacement, relocation, repair and reading thereof at all reasonable times. As part of the consideration for such service, each Member shall be the Cooperative's bailee of the Cooperative's facilities and shall accordingly desist from interfering with, impairing the operation of or causing damage to such facilities, and shall use the Member's best efforts to prevent others from so doing. In the event any Cooperative facilities are interfered with, impaired in their operation or damaged by the Member, or by any other person when the Member's reasonable care and surveillance could have prevented such, the Member shall indemnity the Cooperative and any other person against death, injury, loss or damage resulting therefrom, including but not limited to the Cooperative's cost of repairing, replacing, or relocating any such facilities and its loss, if any, of revenues resulting from the failure or defective functioning of its metering equipment.

In no event shall the responsibility of the Cooperative extend beyond the point at which its service wires are attached to the meter loop provided for measuring electricity used on such premises, except that the Cooperative shall, in accordance with its applicable service rules and regulations, indemnify the Member for any overcharges for service that may result from a malfunctioning of its metering equipment.

SECTION 11 Grant of Easements to Cooperative. Each Member shall, upon request of the Cooperative, execute and deliver to the Cooperative, grants of easement or right-of-way over, on and under the premises of the Member to be serviced by the Cooperative with electric, for distribution lines, in accordance with such reasonable terms and conditions, as the Cooperative shall require.

SECTION 12 Transfer and Termination of Membership

(a) Membership in the Cooperative shall not be transferable, except as specifically provided in this Code of Regulations, and upon the death, cessation of existence, expulsion or withdrawal of a Member, the membership of such Member shall terminate forthwith. Termination of membership in any manner shall not release the Member from the debts or liabilities of such Member to the Cooperative.

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

SECTION 13 Non-liability for Debts of the Cooperative. The private property of the Members shall be exempt from execution for the debts of the Cooperative and no Member shall be individually liable for any duties or liabilities of the Cooperative.

SECTION 14 Withdrawal of Membership. Any Member may withdraw as a Member upon payment in full of all debts and liabilities of such Member to the Cooperative and upon compliance with such terms and conditions as the Board of Trustees may prescribe. Provided, however, that no Member may withdraw from membership for the purpose of having a person other than the Cooperative provide electric energy for use on the premises specified in the Member's application for membership, any such withdrawl being automatically null and void.

SECTION 15 Furnishing Electric Energy and Service to Non-Members. Nothing contained in this Code of Regulations shall be deemed or construed to prevent or prohibit the Cooperative from generating, manufacturing, purchasing, acquiring, or accumulating electric energy for non-members, or from transmitting, distributing, furnishing, selling or disposing of such electric energy to, or rendering services to non-members, nor to prohibit the Cooperative from executing and performing franchise or other contracts with political subdivisions or

bodies politic providing for the furnishing of electric energy or rendering of services to such subdivisions or bodies, or the citizens thereof, in the manner prescribed by law.

ARTICLE II
MEETINGS & VOTING OF MEMBERS

SECTION 1 Annual Meeting. The annual meeting of the Members shall be held at such time and on such date during the last ten (10) days of February, or within one hundred eighty (180) days thereafter of each year and at such place as selected by the Board of Trustees and which shall be designated in the notice of annual meeting, for the purpose of electing Trustees, unless the Board of Trustees has determined to conduct the election by mail ballot or other means as permitted by Section 8 of this Article II, considering reports for the previous fiscal year and transacting such other business as may come before the annual meeting. Failure to hold the annual meeting at the designated time and place shall not work a forfeiture or dissolution of the Cooperative. In the event that any annual meeting is not held, for any reason, a special meeting in lieu thereof shall be called by the Board of Trustees and held as soon thereafter as convenient, and any business transactions or elections held at such special meeting shall be as valid as if transacted or held at the annual meeting.

SECTION 2 Special Meetings. Special meetings of the Members may be called by the Chairperson, Vice-Chairperson or a majority of the members of the Board of Trustees (acting with or without a meeting) or by twenty percent (20%) or more of the Members, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. A special meeting of the Members may be held only at a place within any of the counties wherein service is provided by the Cooperative, day and hour designated by the Board of Trustees. If any written request to call a special meeting by any persons entitled to call a special meeting is refused after deliver to the Chairperson or Secretary, the persons making such request may call a special meeting by giving notice in the manner prescribed by this Code of Regulations.

SECTION 3 Notice of Members' Meetings. Written or printed notice stating the place, day and hour of the annual meeting, and in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) days nor more than forty-five (45) days before the date of the meeting, either personally or by mail (including publication within a magazine mailed to the Members), at the direction of the Secretary or the persons calling the meeting, to each Member. If mailed, notice shall be deemed delivered when deposited in the United States mail, postage prepaid, addressed to the Member at the Member's address as it appears on the records of the Cooperative. 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 such meeting. Notice of adjournment of a Member's meeting need not be given if the time and place to which it is adjourned are fixed and announced at such meeting.

SECTION 4 Quorum. The Members entitled to vote present in person or by proxy at any meeting of the Members or those Members casting a vote by mail ballot or other means as permitted by Section 8 of this Article II shall constitute a quorum.

SECTION 5 Voting. Each Member shall be entitled to one (1) vote and not more upon each matter submitted to a vote at a meeting of the Members. At all meetings of the Members at which a quorum is present and for all votes conducted be mail ballot or other means as permitted by Section 8 of this Article II, all questions shall be decided by vote of a majority of the Members voting thereon in person, by proxy or by mail ballot or other means as permitted by Section 8 of this Article II, except as otherwise provided by law, the Articles of Incorporation of the Cooperative, or this Code of Regulations. If a husband and wife hold a joint Membership, they shall jointly be en-tided to one (1) vote and no more upon each matter submitted to a vote of the Members.

SECTION 6 Representative of Member. The vote of a Member who is a firm, association, partnership, corporation, body politic or subdivision thereof, who has not authorized an agent to act on its behalf on its membership application, as provided in Article I Section 6, may designate a voting agent, for any vote of the Members of the Cooperative. Such voting agent shall be furnished with written credentials by the governing body of the organization he is to represent. Once so designated, he shall remain the voting agent for the organization, until revoked in written by the governing body of the organization. No person may serve as voting agent for more than one organizational Member.

SECTION 7 Proxies. Members may vote by proxy. All proxies shall be in writing, signed by the Member in the presence of at least one witness and shall be filed with the Secretary at least three (3) days prior to the date the vote of the Members is cast. No proxy shall be voted unless it shall designate the particular meeting at which or vote for which it is to be voted, and no proxy shall be voted at any meeting or for any vote of the Members other than the one so designated. Only Members may vote as proxy and no Member shall vote as proxy for more than one (1) Member at any meeting of the Members or for any vote of the Members. No proxy shall be valid after sixty (60) days from the date of its execution. The presence of a Member at a meeting of the Members or the vote of the Member if cast other than at a meeting of the Members shall revoke a proxy theretofore executed by said Member and such Member shall be entitled to vote at such meeting or on the matter to be voted on by mail ballot or other means as permitted by Section 8 of this Article II in the same manner and with the same effect as if the Member had not executed the proxy. Notwithstanding the above, the spouse of a Member may, this Article II in the same manner and with the same effect as if the Member had not executed the proxy. Notwithstanding the above, the spouse of a Member may, upon presentation of written authorization at any time before a vote is taken, cast the vote on behalf of such Member. Such written authorization need not be witnessed.

SECTION 8 Alternative Voting Methods. On all matters to be submitted to a vote of the Members, voting thereon may,submitted to a vote of the Members, voting thereon may, in the discretion of the Board of Trustees be conducted at a duly called meeting of the Members, by mail ballot or by other means deemed appropriate by the Board of Trustees except as otherwise provided by law, the Articles of Incorporation of the Cooperative or this Code of Regulations. For all matters voted on by the Members other than at a meeting of the Members, the Secretary shall prepare a ballot which lists the nominees for Trustee nominated as provided in this Code of Regulations and all other matters to be voted on by the Members. The ballot shall be delivered to the Members at least twenty (20) days prior to the date of the meeting of the Members at which the vote is to be taken or the results announced. The ballot may be delivered to the Members personally, by regular mail at the Members current address on the books and records of the Cooperative (including with a magazine, monthly billing statement or other mailing addressed to all Members), or by any other means deemed appropriate by the Board of Trustees). The ballot when voted shall be returned to the to the Secretary by mail, personal delivery or other means deemed acceptable by the Board of Trustees, and must arrive at the office of the Cooperative at least seven (7) days prior to the meeting of the Members at which the vote is to be taken or the results announced. An auditing or legal firm selected by the Board of Trustees shall supervise the tabulation of all ballots, which shall thereby determine the results of the election.

SECTION 9 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 include the following matters with the order to be determined by the Board of Trustees or the Chairperson of such meeting:

1. Call to order.
2. Invocation.
3. 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.
4. Approval of Minutes of previous meeting as contained in Annual Report.
5. Chairperson's Report.
6. Election of Board of Trustees Member(s) if to be conducted at such meeting.
7. Financial Report.
8. Unfinished business.
9. New business.
10. President's Report.
11. Report on Election of Trustees and other matters submitted to the Members for vote.
12. Adjournments.

ARTICLE III
BOARD OF TRUSTEES

SECTION 1 General Powers. The business and affairs of the Cooperative shall be managed by a board of nine (9) trustees which shall exercise all of the powers of the Cooperative except such as are by law or by the Article of Incorporation

of the Cooperative or by this Code of Regulations conferred upon or reserved to the Members (herein singularly called a "Trustee" and collectively the "Board of Trustees").**SECTION 2 Qualifications.** No person shall be eligible to become or remain a Trustee who:

(a) At the time of election or appointment is not a Member and bona fide resident of and receiving service from the Cooperative in the District which the Member is to represent as Trustee or who shall not continue to be a Member and a bona fide resident, receiving service from the Cooperative in the District which the Member was elected or appointed to represent as Trustee, after election or appointment to the Board of Trustees, or;

(b) Is an employee of the Cooperative or within the three (3) year period ending on the date of the annual meeting at which the Trustee is to be elected or the results of election announced has been an employee of the Cooperative or is closely related to an employee of the Cooperative or to someone who has been an employee of the Cooperative within the three (3) year period ending on the date of the annual meeting at which the Trustee is to be elected or results of election announced. Closely related, in this Section, shall mean the relationship of spouse, father, mother, brother, sister, son and daughter (or the spouse of any of the foregoing) existing by reason of blood, marriage (step children and in-laws) or adoption.

(c) Is in any way employed by or financially interested in a competing enterprise or a business selling electric power, energy or supplies to the Cooperative.

Nothing contained in this Section shall affect in any manner whatsoever the validity of any action taken by the Board of Trustees.

SECTION 3 Voting Districts. The territory served or to be served by the Cooperative shall be divided into nine (9) districts, each of which shall contain as nearly as possible the same number of Members (herein called a "District" and collectively the "Districts"). Each District shall be represented by one Trustee. As of June 10, 1998, the date of adoption of this Amended Code of Regulations, the nine Districts are as follows:

District No. 1: Paint and Walnut Creek Townships, Holmes County; Paint, Wayne County; Sugar Creek Township, Stark County; and, Wayne Township, Tuscarawas County.

District No. 2: Clark, Monroe, New Castle and Tiverton Townships, Coshocton County; Killbuck, Knox and Richland Townships, Holmes County; and, Jefferson and Union Townships, Knox County.

District No. 3: Hanover, Lake, Mohican and Perry Townships, Ashland County; Ripley and Washington Townships, Holmes County; and Clinton Township, Wayne County.

District No. 4: Berlin, Clark, Mechanic and Salt Creek Townships, Holmes County.

District No. 5: Hardy, Monroe and Prairie Townships, Holmes County.

District No. 6: Chester and Plain Townships, Wayne County.

District No. 7: Jackson Township, Ashland County and Congress Township, Wayne County.

District No. 8: Canaan, Green, Milton and Wayne Townships, Wayne County.

District No. 9: East Union, Franklin, Salt Creek and Wooster Townships, Wayne County.

The Board of Trustees shall have the power to change the boundaries of the Districts whenever in their opinion inequalities in representation have developed which can be corrected by a redelineation of the Districts, so that each District shall contain as nearly as possible the same number of Members. Any redistricting by the Board of Trustees shall not shorten the term of any currently serving Trustee, i.e. all Trustees serving at the time of redistricting by the Board of Trustee will serve the remaining term for which they were elected or appointed.

SECTION 4 Election and Tenure of Office. Each District shall be represented by one Trustee. Trustees shall be elected for a term of three (3) years from the date of their election and until the election and qualification of their successors, subject to removal as provided in this Code of Regulations. In the 2005 election, Trustees shall be elected from Districts No. 4, No. 5 and No. 6. In the 2006 election, Trustees shall be elected from Districts No. 1, No. 3 and No. 7. In the 2007 election, Trustees shall be elected from Districts No. 2, No. 8 and No. 9. In elections thereafter the same rotation among the Districts shall be adhered to.

For each election of Trustees, the candidates selected by the nominating committee and those nominated by the Members as provided in Article III, Section 5 shall be placed in nomination. Nomination of Trustees from the floor at any meeting shall not be permitted. Trustees shall be elected by secret ballot if there is more than one nominee to represent a District. Each Member in the manner provided in this Code of Regulations, shall be entitled to vote for one nominee from each District from which a Trustee is to be elected. The nominee from each District receiving the highest number of votes shall be declared and elected as Trustee, subject to removal as provided in this Code of Regulations.

SECTION 5 Nominations. It shall be the duty of the Board of Trustees to appoint, not less than 150 days nor more than 180 days before the date of a meeting of the Members at which Trustees are to be elected or the results of election are to be announced, a committee on nominations consisting of at least six (6) persons. One (1) nominating committee person shall be selected from each District, from which a Trustee is to be elected and the remaining nominating committee persons shall be selected from the remaining six (6) Districts. No officer

or Trustee shall be appointed a member of the nominating committee. The nominating committee shall prepare and post at the principal office of the Cooperative at least 120 days beforethe meeting a list of nominations for Trustees, which shall include at least one (1) and not more than three (3) nominees from each District from which a Trustee is to be elected. Any 15 or more Members residing in the District from which a Trustee is to be elected may make other nominations in writing over their signatures, not less than 105 days prior to the meeting at which Trustees are to be elected or the results of election are to be announced, and the Secretary shall post the same at the place where the list of nominations made by the nominating committee is posted.

SECTION 6 Removal of Trustee. Any Member may bring specific charges of malfeasance, misfeasance or nonfeasance in office against a Trustee and, by filing with the Secretary in writing a detailed description of each charge and the evidentiary basis therefor: together with a petition signed by at least ten (10) percent of the Members may request the removal of such Trustee by reason thereof. If more than one Trustee is sought to be removed, individual charges against each such Trustee and the evidentiary basis for each such charge shall be specified. For purposes of this Article "malfeasance, misfeasance or nonfeasance" means an act or omission amounting to gross negligence, fraud, or criminal conduct, which has a material adverse affect on the business and affairs of the Cooperative. At the next regular or special meeting of the Members occurring not less than forty-five (45) days after the filing of such charges, the Member bringing the charges against the Trustee shall have an opportunity to be heard in person or by counsel and to present evidence in support of the charges; and the Trustee shall have the opportunity to be heard in person or by counsel and to present evidence in response to the charges. No Trustee shall be removed from office unless the specific charges against such Trustee are supported by clear and convincing evidence. The question of the removal of such Trustee shall be considered and voted upon at the meeting of Members and any vacancy created by such removal shall be filled, by the affirmative vote of a majority of the remaining Trustees, for the unexpired portion of the term and until a successor shall have been elected and qualified. The removal of no more than two (2) Trustees may be considered or voted upon at any meeting of Members.

SECTION 7 Vacancies. Subject to the provisions of this Code of Regulations with respect to the removal of Trustees, vacancies 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 and until a successor shall have been elected and qualified.

SECTION 8 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.

Trustees may also be reimbursed, when authorized by the Board of Trustees, for expenses actually and necessarily incurred in carrying out the business of the Cooperative, including attendance at conferences, training programs, and district, state and nationwide meetings; or in lieu thereof Trustees may, in any particular instance, be granted a reasonable allowance for such expenses by the Board of Trustees when, in the opinion of the Board of Trustees, a detailed accounting appears to be burdensome or impracticable.

SECTION 9 Rules and Regulations. The Board of Trustees have power to make and adopt such rules and regulations, not inconsistent with law, the Articles of Incorporation of the Cooperative or this Code of Regulations, as it may deem advisable for the management, administration and regulation of the business affairs of the Cooperative.

SECTION 10 Accounting Systems and Reports. The Board of Trustees shall cause to be established and maintained, a complete accounting system. The Board of Trustees shall also cause to be made by a certified public accountant a full and complete audit of the accounts, books and financial condition of the Cooperative on an annual basis. A report of such audit shall be submitted to the Members at the next following annual meeting.

SECTION 11 Membership in Other Organizations. The Trustees shall have full power and authority to authorize the Cooperative to purchase stock in or to become a Member of any corporation, Cooperative, or other organization whose purposes are related to the functions and purposes of this Cooperative.

SECTION 12 Executive Committee. The Board of Trustees may appoint an executive committee of not less than three from their own number. The executive committee shall have charge of management of the business and affairs of the Cooperative in the interim between meetings of the Board of Trustees. The executive committee shall at all times act under the direction and control of the Board of Trustees and shall make a report to the Board of Trustees of their acts which shall form a part of the records of the Cooperative.

SECTION 13 Contracts. Whenever, in the judgment of the Board of Trustees, it is deemed advisable for the best interests of the Cooperative, the Board of Trustees may enter into a contract or contracts with another cooperative or association for the purpose of securing managerial, auditing, accounting, engineering and other technical services for the Cooperative. The terms and conditions of such contracts shall be determined by the Board of Trustees.

SECTION 14 Trustee or Former Trustee as Employee. No person shall be hired as an employee of the Cooperative who has been a Trustee of the Cooperative within three (3) years of date of hire or whose close relative has been a Trustee of

the Cooperative within three (3) years of the date of hire. Close relative means the relationship of spouse, father, mother, brother, sister, son and daughter (or the spouse of any of the foregoing) existing by reason of blood (step children and in-laws) or adoption.

ARTICLE IV
MEETING OF TRUSTEES

SECTION 1 Regular Meetings. A regular meeting of the Board of Trustees shall be held monthly at such time and place in the State of Ohio, or such other place, 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 Chairperson or by a majority of the Trustees. The person or persons calling special meetings of the Board of Trustees may fix the time and place, which shall be in the State of Ohio or such other place as the Board of Trustees shall direct.

SECTION 3 Notice. Notice of the time, place and purpose of any special meeting of the Board of Trustees shall be given at least four (4) days (exclusive of Sundays and holidays) prior to the holding of said meeting, by written notice, delivered personally or mailed, to each Trustee at the Trustee's last known address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. The attendance of a Trustee at any meeting shall constitute a waiver of notice of such meeting, except in case a 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 4 Quorum. A majority of the Board of Trustees shall constitute a quorum for the transaction of business at any meeting of the Board of Trustees, provided, that if less than a majority of the Trustees is present at a meeting, a majority of the Trustees present may adjourn the meeting from time to time without further notice.

ARTICLE V
OFFICERS

SECTION 1 Number. The officers of the Cooperative shall be Chairperson of the Board, Vice Chairperson, Secretary, Treasurer, President and such other officers as may be determined by the Board from time to time. The office of Secretary and Treasurer may be held by the same person.

SECTION 2 Election and Term of Office. Each officer, except the President and any officer appointed pursuant to Article V Section 3, shall be elected by ballot annually by and from the Board of Trustees at the meeting of the Board of Trustees held immediately 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 a successor shall have been elected andshall have qualified, subject to the provisions of this Code of Regulations with respect to the removal of officers. A vacancy in any office shall be filled by the Board of Trustees for the unexpired portion of the term. The President shall be chosen and employed by the Board of Trustees and the President's compensation shall be set by the Board of Trustees.

SECTION 3 Additional Officers. In addition to the officers specified in Section 1 of this Article V, the Board of Trustees, in its discretion, may appoint one or more Assistant Secretaries, one or more Assistant Treasurers and such other officers as may be deemed necessary or desirable who shall have such duties and authority as generally pertains to their respective offices and such as may be prescribed by the Board of Trustees and who shall hold office for such period as may be prescribed by the Board of Trustees.

SECTION 4 Removal of Officers and Agents by the Board of Trustees. Any officer 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.

SECTION 5 Resignations. Any officer may resign at any time by giving written notice to the Board of Trustees, the Chairperson or the Secretary. Any such resignation shall take effect at the time specified therein and unless otherwise specified therein the acceptance of such resignation shall not be necessary to make if effective.

SECTION 6 Vacancies. A vacancy in any office, except that of President, may be filled by the Board of Trustees for the unexpired portion of the term. In the event of a vacancy in the office of President, the Board of Trustees shall choose and employ a President upon terms and conditions as the Board of Trustees considers to be in the best interest of the Cooperative.

SECTION 7 Chairperson of the Board of Trustees. The Chairperson of the Board of Trustees shall:

(a) Be the principal officer of the Cooperative and, unless otherwise determined by the Board of Trustees, shall preside at all meetings of the Board of Trustees;

(b) On behalf of the Cooperative, subject to the direction and instruction of the Board of Trustees, sign, with the Secretary, evidence of Membership and any deeds, mortgages, deeds of trust, notes, bonds, financing statements, security agreements, contracts or other instruments, except in cases in which the signing and execution thereof shall be expressly delegated by the Board of Trustees or by this Code of Regulations to some other officer or agent of the Cooperative, or shall be required by law to be otherwise signed or executed;

(c) In general perform all duties incident to the office of Chairperson and such other duties as may be prescribed by the Board of Trustees from time to time.

SECTION 8 Vice Chairperson of the Board of Trustees. In the absence of the Chairperson, or in the event of the Chairperson's inability or refusal to act, the Vice Chairperson shall perform the duties of the Chairperson, and when so acting shall have all the power of and be subject to all the restrictions upon the Chairperson. The Vice Chairperson shall also perform such other duties as from time to time may be assigned by the Board of Trustees or by the Chairperson.

SECTION 9 Secretary. The Secretary shall be responsible for:

(a) Keeping the minutes of the meetings of the Board of Trustees in books provided for that purpose;

(b) Seeing that all notice are duly given in accordance with this Code of Regulations or as required by law;

(c) The safekeeping of the books and records and the seal of the Cooperative and affixing the seal of the Cooperative or a facsimile thereof to all evidence of Membership prior to the issue thereof, and to all documents, the execution of which on behalf of the Cooperative under this seal is duly authorized in accordance with the provisions of this Code of Regulations;

(d) Keeping a register of the names and post office addresses of all Members;

(e) Signing, with the Chairperson, evidence of Membership;

(f) Keeping on file at all times a complete copy of the Articles of Incorporation and Code of Regulations of the Cooperative containing all amendments thereto (which copy shall always by open to the inspection of any Member) and at the expense of the Cooperative, furnish a copy of the Code of Regulations and of all amendments thereto to any Member upon request; and,

(g) In general performing all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the Board of Trustees.

SECTION 10 Treasurer. The Treasurer shall be responsible for:

(a) Custody of all funds and securities of the Cooperative;

(b) The receipt of and issuance of receipts for all monies due and payable to the Cooperative and for the deposit of all such monies in the name of the Cooperative in such bank or banks as shall be selected in accordance with the provisions of this Code of Regulations; and,

(c) The general performance of all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the Board of Trustees.

SECTION 11 President. The President shall:

(a) Be the chief administrative officer responsible for

the general direction, coordination and control of all operations of the Cooperative in accordance with the policies adopted by the Board of Trustees, subject to the direction and instruction of the Board of Trustees;

(b) Have supervision over and be responsible for the operations of the Cooperative and, in performing this duty, carry out and administer the policies adopted by the Board of Trustees;

(c) Prepare for the Board of Trustees such reports and budgets as are necessary to inform the Board of Trustees concerning the operations of the Cooperative;

(d) Appoint, hire, fire and discipline operational employees and fix salaries and wages for operational employees (within ranges set by the Board of Trustees) and to have supervision over and be responsible for all operational employees. The President shall report all such actions to the Board of Trustees; and,

(e) In general perform all duties incident to said office and shall perform such other duties as may from time to time be assigned by the Board of Trustees.

SECTION 12 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 be bonded 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 be bonded in such amount and with such surety as it shall determine.

SECTION 13 Compensation. The powers, duties and compensation of officers, agents and employees shall be fixed by the Board of Trustees subject to the provisions of this Code of Regulations with respect to compensation for a Trustee. The Board of Trustees may delegate the fixing of the compensation of employees, except that of the President, to the President, within a range determined by the Board of Trustees.

SECTION 14 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 conditions of the Cooperative at the close of such fiscal year.

ARTICLE VI
CONTRACTS, CHECKS AND DEPOSITS

SECTION 1 Contracts. Except as otherwise provided in this Code of Regulations, 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. All checks, drafts or other orders for the payment of money, and all notes, bonds, or other

evidences of indebtedness issued in the name of the Cooperative shall be signed by such 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 of Trustees. Although any officer of the Cooperative whose manual or facsimile signature is affixed to any such instrument ceases to be such officer before the instrument is delivered, such instrument nevertheless shall be effective in all respects when delivered.

ARTICLE VII
FINANCIAL TRANSACTIONS

SECTION 1 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 each year.

SECTION 2 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 3 Patronage Capital in Connection with Furnishing Electric Energy.

(a) In the furnishing of electric energy, the Cooperative's operations shall be so conducted that all Members and non-member customers (collectively "Patrons") will through their patronage, furnish capital for the Cooperative. In order to induce patronage and to assure that the Cooperative will operate on a nonprofit basis, the Cooperative is obligated to account, on a patronage basis, to all its Patrons for all amounts received and receivable from the furnishings of electric energy in excess of operating costs and expenses properly chargeable against the furnishing of electric energy. All such amounts 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, revenues of the Cooperative from whatever source derived, 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 manner that at the end of each fiscal year the amount of capital, if any, so furnished by each Patron is clearly reflected and credited in an appropriate record to the capital account of each Patron, and the Cooperative shall, within a reasonable time after the close of the fiscal year, notify each Patron of the amount of capital so credited to his/her account. All such amounts credited to the capital account of any Patron shall have the same status as though they have been paid to the Patron in cash in pursuance of a legal obligations to do so and the Patron had then furnished the Cooperative corresponding amounts for capital. All other amounts received by the Cooperative from its operations other than from the furnishing of electric energy in excess of costs and expenses shall insofar as permitted by law, be;

(1) Used to offset any losses incurred during the current or any prior Fiscal Year; and,

(2) To the extent not needed for that purpose, allocated

to its Patrons on a patronage basis and any amounts so allocated shall be included as a part of the capital credited to the accounts of Patrons, as herein provided.
All amounts credited to the accounts of a Patron as provided in this subsection (a) shall be subject to diminution to the extent of any obligation of said Patron. Such patronage capital credited to the accounts of Patrons shall be subject to diminution to the extent of loss, if any, incurred in the operation of the Cooperative, provided that each Patron's accumulation credits in the Cooperative shall be subject to a pro-rated diminution of the aggregate of credit caused by said losses.

(b) 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 Patrons.

(c) 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. The Board of Trustees shall determine the method, the basis, the priority, the assignment of patronage, if any, and the order of retirement, if any, for all amounts furnished as capital. The Cooperative shall not be obligated to issue checks to Patrons for the retirement of capital in an amount less than ten dollars ($10.00). In such cases, the Board of Trustees shall determine the method and manner of payment to such Patrons which may include credit to such Patron's electric bill, accumulation until the total capital refundable to such Patron is ten dollars ($10.00) or more or such other methods as deemed appropriate by the Board of Trustees. Provided further, however, that the Board of Trustees shall have the power to adopt rules providing for the separate retirement of that portion of capital credited to the accounts of Patrons which corresponds to capital credited to the account of the Cooperative by an associated organization furnishing electric service and/or furnishing financing service to the Cooperative. Such rules shall:

(1) establish a method for determining the power supply portion of capital credited to each Patron for each applicable fiscal year;

(2) provide for separate identification on the Cooperatives's books of the power supply portion of capital credited to the Cooperative's Patrons;
(3) provide for appropriate notifications to Patrons with respect to the power supply portion of capital credited to the Cooperative's Patrons; and,

(4) 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 or any capital credited to Patrons for any prior fiscal year.

(d) At the discretion of the Board of Trustees, the capital credited to any discontinued or former Patron who has moved off line and which shows a remaining balance of fifty

dollars ($50.00) or less may be retired in full. Payment under this provision shall be discounted to the present day value of the amount credited to the former Patron's account compared to the date the account would have been retired and paid (based upon the plan of retirement in effect at the time of such determination).

(e) Notwithstanding any other provision of this Code of Regulations or otherwise, if any Patron or former Patron fails to claim any cash retirement of capital credits or other payment from the Cooperative within four years after payment of the same has been made available to the Patron by notice or check mailed to said Patron at such Patron's last address, furnished by Patron to the Cooperative, such failure shall be and constitute an irrevocable assignment and gift by such Patron of such capital credit or other payment to the Cooperative. Failure to claim any such payment within the meaning of this section shall include the failure by such Patron or former Patron to cash any check mailed by the Cooperative to the last address furnished by the Patron to the Cooperative. The assignment and gift provided for under this subsection (e) shall become effective only upon the expiration of four (4) years from the date when such payment was made available to such Patron or former Patron without claim therefor and only after the further expiration of sixty (60) days following the giving of a notice by mail and publication that unless such payment is claimed within said sixty (60) day period, such gift to the Cooperative shall become effective. The notice by mail herein provided for shall be one mailed by the Cooperative to such Patron or former Patron at the last known address and the notice of publication shall be two (2) consecutive insertions in a newspaper circulated in the service area by the Cooperative, which may be the Cooperative newsletter or magazine. The sixty (60) day period following the giving of such notice shall be deemed to terminate sixty (60) days after the mailing of such notice or sixty (60) days following the last day of publication thereof, whichever is later.

(f) Capital credited to the account of each Patron shall be assignable only on the books of the Cooperative pursuant to written instructions from the assignor and only to successors in interest or successors in occupancy in all or a part of such Patron's premises served by the Cooperative unless the Board of Trustees, acting under policies of general applications, shall determine otherwise.

(g) Notwithstanding any other provisions of the Code of Regulations, the Board of Trustees, at its discretion, shall have the power at any time upon the death of any Patron, if the legal representative of such Patron'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, 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; provided, however, that the financial condition of the Cooperative will not be impaired thereby.

(h) The Patrons of the Cooperative, by dealing with the Cooperative, acknowledge that the terms and provisions

of the Articles of Incorporation and this Code of Regulations 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 shall be called to the attention of each Patron of the Cooperative by posting it at a conspicuous place in the Cooperative's office.

(i) It is the responsibility of every past and present Patron or his legal representative to keep the Cooperative advised of his current address, and in the event any capital credited becomes retireable and the Cooperative cannot within six months of such date locate the person entitled to payment of such capital, any obligation to retire such capital shall be considered discharged and all claim against the Cooperative by reason thereof shall be forfeited. If any Patron to whom such capital becomes payable is at the time for payment indebted to the Cooperative, the amount available to retire such capital shall be used to discharge such indebtedness to the Cooperative and no statute of limitations shall be a bar to this procedure. This forfeiture is in addition to the gift and assignment provided for in subsection (e) above.

ARTICLE VIII
MERGER, CONSOLIDATION AND DISPOSITION OF PROPERTY

The Cooperative shall not sell, mortgage, lease or otherwise dispose of or encumber all or any substantial portion of its property or merge or consolidate with any other corporation unless such sale, mortgage, lease, other disposition, encumbrance, merger or consolidation is authorized at a meeting of the Members thereof by the affirmative vote of not less than sixty-six and two-thirds percent (66 2/3%) of all of the Members of the Cooperative, and unless the notice of such proposed sale, mortgage, lease, other disposition, encumbrance, merger or consolidation shall have been contained in the notice of the meeting; provided, however that notwithstanding any other provision of this Article, 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 mortgages, deeds of trust, security agreements and financing statements or otherwise pledge, encumber, subject, to a lien or security interest, 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 of America or any instrumentality or agency thereof or to any other bona fide lender, lending institution or investor; provided, further, however, that notwithstanding any other provision of this Article, the Board of Trustees may upon the authorization of a majority of those Members of the Cooperative present at a meeting of the Members thereof, sell, lease or otherwise dispose of all or a substantial portion of its property to, or merge or consolidate with, another non-profit corporation which is an electric distribution cooperative that was previously at any time a borrower from the Rural Utilities

Service or The Rural Electrician Administration or a generation and transmission cooperative whose members are electric distribution cooperatives.

ARTICLE IX
AMENDMENTS TO
CODE OF REGULATIONS

This Code of Regulations may be altered, amended or repealed by the Members at any regular or special meeting, provided the notice of such meeting shall have contained a copy of the proposed alteration, amendment or repeal. Any alteration, amendment or repeal of this Article or Article VIII shall require the affirmative vote of at least sixty-six and 2/3 percent (66-2/ 3%) of all the Members of the Cooperative, and no other provisions of this Code of Regulations may be altered, amended or repealed by an affirmative vote which is less in number or different in character than the affirmative vote required for action under that provision.

ARTICLE X
INDEMNIFICATION

SECTION 1 Third-Party Action Indemnification. The Cooperative shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed civil, criminal, administrative, or investigative action, suit, or proceeding, including all appeals (other than an action, suit or proceeding by or in the right of the Cooperative), by reason of the fact that such person is or was a Trustee, officer, employee, or volunteer as defined in Section 1702.01 (N) of the Ohio Revised Code ("Volunteer"), of the Cooperative, or is or was serving at the request of the Cooperative as a Trustee, director, officer, employee, or volunteer of another domestic or foreign non-profit corporation or corporation for profit, or a partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees), judgments, decrees, fines, penalties, and amounts paid in settlement actually and reasonable incurred by such person in connection with the action, suit, or proceeding, unless it is proved by clear and convincing evidence in a court of competent jurisdiction that such person's action or failure to act involved an act or omission undertaken with deliberate intent to cause injury to the Cooperative or undertaken with reckless disregard for the best interests of the Cooperative and that, with respect to any criminal action or proceeding, such person had reasonable cause to believe that such person's conduct was unlawful; the termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, constitute such proof.

SECTION 2 Derivative Action Indemnification. Other than in connection with an action or suit in which the liability of a Trustee under Section 1702.55 of the Ohio Revised Code is the only liability asserted, the Cooperative shall 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, including all appeals, by or in the right of the Cooperative to procure a judgment in its favor by reason of the fact that

such person is or was a Trustee, officer, employee or volunteer of the Cooperative, or is or was serving at the request of the Cooperative as a Trustee, director, officer, employee, or volunteer of another domestic or foreign nonprofit corporation or corporation for profit, or a partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees) actually and reasonably incurred by such person in connection with the defense or settlement of the action or suit unless it is proved by clear and convincing evidence in a court of competent jurisdiction that such person's action or failure to act involved an act or omission undertaken with deliberate intent to cause injury to the Cooperative or undertaken with reckless disregard for the best interest of the Cooperative, except that the Cooperative shall indemnify such person to the extent the court in which the action or suit was brought determines upon application that, despite the proof but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

SECTION 3 Determination of Indemnification Rights. Any indemnification under Section 1 or 2 hereof (unless ordered by a court) shall be made by the Cooperative only as authorized in the specific case upon a determination that indemnification of a Trustee director, officer, employee, or volunteer is proper in the circumstances. The determination shall be made (a) by a majority vote of those Members of the Board of Trustees who in number constitute a quorum of the Board of Trustees and who also were not and are not parties to or threatened with any such action, suit, or proceeding or (b), if such a quorum is not obtainable (or even if obtainable) and a majority of disinterested Member of the Board of Trustees so directs, in written opinion by independent legal counsel compensated by the Cooperative or (c) by the court in which the action, suit, or proceeding was brought.

SECTION 4 Advances of Expenses. Unless the action, suit, or proceeding referred to in Section 1 or 2 hereof is one in which the liability of a Trustee under Section 1702.55 of the Ohio Revised Code is the only liability asserted, expenses (including attorney's fees) incurred by the Trustee, director, officer, employee, or volunteer of the Cooperative in defending the action, suit or proceeding shall be paid by the Cooperative as they are incurred, in advance of the final disposition of the action, suit or proceeding upon receipt of an undertaking by or on behalf of the Trustee, director, officer, employee, or volunteer in which such person agrees both (a) to repay the amount if it is proved by clear and convincing evidence in a court of competent jurisdiction that such person's action or failure to act involved an act or omission undertaken with deliberate intent to cause injury to the Cooperative or undertaken with reckless disregard for the best interests of the Cooperative and (b) to cooperate with the Cooperative concerning the action, suite or proceeding.

SECTION 5 Purchase of Insurance. The Cooperative may purchase and maintain insurance or furnish similar protection, including, but not limited to, trust funds, letters of credit, and self-insurance, for or on behalf of any person who is or was a Trustee, officer, employee, agent, or volunteer or the Cooperative, or is or was serving at the request of the

Cooperative as a Trustee, director, officer, employee, agent, or volunteer of another domestic or foreign nonprofit corporation or corporation for profit, or a partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Cooperative would have the power to indemnify him against liability under the provisions of this Article X or of the Ohio Nonprofit Corporation Law. Insurance may be purchased from or maintained with a person in which the Cooperative has financial interest.

SECTION 6 Mergers. Unless otherwise provided in the agreement of merger pursuant to which there is a merger in to this Cooperative of a constituent corporation that, if its separate existence had continued, would have been required to indemnify board members, directors, officers, employees, or volunteers in specified situations, any person who served as a trustee, officer, employee, or volunteer of the constituent corporation, or served at the request of the constituent corporation as a trustee, director, officer, employee, or volunteer of another domestic or foreign nonprofit corporation, or corporation for profit, or a partnership, joint venture, trust or other enterprise, shall be entitled to indemnification by this Cooperative (as the Surviving Corporation) to the same extent such person would have been entitled to indemnification by the constituent corporation if its separate existence had continued.

SECTION 7 Non-Exclusivity; Heirs. The indemnification provided by this Article X shall not be deemed exclusive of, and shall be in addition to, any other rights granted to a person seeking indemnification as a matter of law under the Articles of Incorporation, this Code of Regulations, any agreement, vote of Members or the disinterested members of the Board of Trustees, any insurance purchased by the Cooperative, any action by the Board of Trustees to take into account amendments to the Ohio Nonprofit Corporation Law that expand the authority of the Cooperative to indemnify a Trustee, officer, employee or volunteer of the Cooperative, or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding an office or position, and shall continue as to a person who has ceased to be a Trustee, officer, employee or volunteer and shall inure to the benefit of the heirs, executors and administrators of such a person.

SECTION 8 Liability of a Trustee or Officer. Other than in connection with an action or suit in which the liability of a Trustee under Section 1702.55 of the Ohio Revises Code is the only liability asserted, a Trustee or officer of the Cooperative shall be liable in damages for any action he takes or fails to take as a Trustee or as an officer, as the case may be, only if it is proved, by clear and convincing evidence, in a court, with jurisdiction that his act or omission was one undertaken with deliberate intent to cause injury to the Cooperative or was undertaken with a reckless disregard for the best interest of the Cooperative.

STATEMENT OF NONDISCRIMINATION

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

Person with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, 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 online at http://www.ascr.usda.qov/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.intakeusda.gov.

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