

# STATEMENT OF NONDISCRIMINATION

South Louisiana Electric Cooperative Association is the recipient of Federal financial assistance from the Rural Electrification Administration, an agency of the U. S. Department of Agriculture, and is subject to the provisions of Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975 as amended, and the rules and regulations of the U. S. Department of Agriculture which provide that no person in the United States shall be excluded from participation in, admission or access to, denied the benefits of, or otherwise be subjected to discrimination on the basis of race, color, national origin, age or handicap under any of this organization's programs or activities.

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



# BYLAWS AND STATEMENT OF NONDISCRIMINATION

## Bylaws of South Louisiana Electric Cooperative Association ARTICLE I. MEMBERSHIP

**SECTION 1. REQUIREMENTS FOR MEMBERSHIP.** Any person, firm, association, corporation, or body politic or subdivision thereof may become a member of the South Louisiana Electric Cooperative Association (hereinafter called the "Cooperative") by:

- (a) making a written application for membership therein;
- (b) agreeing to purchase from the Cooperative electric energy as hereinafter specified;
- (c) agreeing to comply with and be bound by the articles of incorporation and bylaws of the Cooperative and any rules and regulations adopted by the board of directors; and
- (d) paying the membership fee hereinafter specified; provided, however, that no person, firm, association, corporation or body politic or subdivision thereof shall become a member unless and until he or it has been accepted for membership by the board of directors or the members. No member may hold more than one membership in the Cooperative, and no membership in the Cooperative shall be transferable, except as provided in these bylaws.

At each meeting of the members held subsequent to the expiration of a period of six months from the date of incorporation of the Cooperative, all applications received more than ninety days prior to such meeting which have not been accepted or which have been rejected by the board of directors shall be submitted by the Secretary to such meeting and, subject to compliance by the applicant with the requirements herein above set forth, any such application may be accepted by vote of the members. The Secretary shall give each applicant at least ten (10) days written notice of the members' meeting to which his application will be submitted and such applicant, shall be entitled to be present and heard at the meeting.

**SECTION 2. MEMBERSHIP NUMBERS.** Membership in the Cooperative shall be evidenced by a membership number. No membership number shall be issued for less than the membership fee fixed in these bylaws, nor until such membership fee has been fully paid for. (Amended at a meeting of the members held on April 28, 1983.)

**SECTION 3. JOINT MEMBERSHIP.** A husband and wife may apply for a joint membership and, subject to their compliance with the requirements set forth in Section 1 of this article, may be accepted for such membership. The term "member" as used in these bylaws shall be deemed to include a husband and wife holding a joint membership and any provisions relating to the rights and liabilities of membership shall apply equally with respect to the holders of a joint membership. Without limiting the generality of the foregoing, the effect of the hereinafter specified actions by or in respect to the holders of a joint membership shall be as follows:

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

**SECTION 4. CONVERSION OF MEMBERSHIP.** (a) A membership may be converted to a joint membership upon written request of the holder thereof and the agreement by such holder and his or her spouse to comply with the articles of incorporation, bylaws, and rules and regulations adopted by the board of directors. (Amended at a meeting of the members held on April 28, 1983.)

(b) Upon the death of either spouse who is a party to the joint membership, such membership shall be held solely by the survivor, provided, however, that the estate of the deceased shall not be released from any debts due the Cooperative. (Amended at a meeting of the members held on April 28, 1983.)

**SECTION 5. MEMBERSHIP AND SERVICE CONNECTION FEES.** The membership fee shall be five dollars, upon the payment of which a member shall be eligible for one service connection. A service connection fee of five dollars shall be charged for each additional service connection.

**SECTION 6. PURCHASE OF ELECTRIC ENERGY.** Each member shall, as soon as electric energy shall be available, purchase from the Cooperative all electric energy used on the premises specified in his application for membership, and shall pay therefor monthly at rates which shall from time to time be fixed by the board of directors; provided, however, that the board of directors may limit the amount of electric energy which the Cooperative shall be required to furnish to any one member. It is expressly understood that amounts paid for electric energy in excess of the cost of service are furnished by members as capital and each member shall be credited with the capital so furnished as provided in these bylaws. Each member shall pay to the Cooperative such minimum amount per month regardless of the amount of electric energy consumed, as shall be fixed by the board of directors from time to time. Each member shall also pay all amounts owed by him to the Cooperative as and when the same shall become due and payable.

**SECTION 7. TERMINATION OF MEMBERSHIP.** (a) Any member may withdraw from membership upon compliance with such uniform terms and conditions as the board of directors may prescribe. The board of directors of the Cooperative may, by the affirmative vote of not less than two-thirds of all the directors, expel any member who fails to comply with any of the provisions of the articles of incorporation, bylaws or rules or regulations adopted by the board of directors, but only if such member shall have been given written notice by the Secretary of the Cooperative that such failure makes him liable to expulsion and such failure shall have continued for at least ten days after such notice was given. Any expelled member may be reinstated by vote of the board of directors or by vote of the members at any annual or special meeting. The membership of a member who for a period of six (6) months after service is available to him, has not purchased electric energy from the Cooperative, or of a member who has ceased to purchase energy from the Cooperative, shall be canceled by resolution of the board of directors.

b) Upon the withdrawal, death, cessation of existence or expulsion of a member, the membership of such member shall thereupon terminate. Termination of membership in any manner shall not release a member or his estate from any debts due the Cooperative. (Amended at a meeting of the members held on April 28, 1983.)

(c) In case of withdrawal or termination of membership in any manner, the Cooperative shall repay the member the amount of the membership fee paid in cash by him, provided, however, that the Cooperative shall deduct from the amount of the membership fee the amount of any debts or obligations owing from the member to the Cooperative; and provided, further, however, that any membership fee which has been

other disposition shall provide that this cooperative's rates shall immediately be reduced to be the same as the utility rates of the acquiring company;

- (c) The acquiring company, entity or group shall guarantee that not more than a total of ten per cent (10%) of the cooperative's existing employees will be laid off involuntarily for a period of five years following the sale, merger or acquisition;
- (d) The vote by the members to sell, merge or otherwise be acquired shall be in person such that no mail balloting shall be permitted unless the proposed sale, merger or other disposition is to another Louisiana electric cooperative.
- (e) The acquiring company shall honor all existing contracts of this cooperative.
- (f) This article may be amended or deleted only by the affirmative vote of a majority of the entire membership, voting in person at either a regular or special meeting. (Added at a meeting of the members held on April 21, 1995.)

#### ARTICLE XIV.

Voting by mail ballot shall no longer be permitted other than in the event of a sale, merger, or other acquisition with another Louisiana electric cooperative. As such, all reference to the mail ballot as is set forth in Article III, Section 4; Article III, Section 4(a); and Article III, Section 8, is hereby deleted and amended in the following respects:

- (a) Article III, Section 4 shall delete the sentence which states "Provided, however, that in any year in which balloting by mail is conducted, not less than 15% of the members voting by mail and those present shall constitute a quorum."
- (b) Article III, Section 4(a) is deleted in its entirety.
- (c) Article III, Section 8, the following is deleted: In the first sentence thereof, the term "or by mail ballot." There is further deleted from said section the following language: "In the event the election is to be made by mail ballot, the secretary shall enclose with the notice of the meeting a ballot which shall contain by-law changes specifying separately each change. In the event that the vote on the by-laws is being conducted by mail ballot, there shall also be enclosed a return addressed envelope, postage prepaid, so that the member may mark the ballot and mail it to the addressee shown on the envelope. Instructions shall be contained with the notice of the meeting and balloting by mail regarding the date on which the mail ballot must be returned, and such other provisions for the regulation and management of the affairs of the cooperative not inconsistent with the Electric Cooperative Act or with its articles of incorporation." (Added at a meeting of the members held on April 21, 1995.)

#### ARTICLE XV

Article III, Section 2 shall be amended to state as follows:

Section 2. Special Meetings. Special meetings of the members may be called by resolution of the Board of Directors, or by 25% or more of all 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. Special meetings of the members may be held at any place within the Parish of Terrebonne, State of Louisiana, specified in the notice of the special meeting. (Added at a meeting of the members held on April 21, 1995.)

among other things, and subject to applicable laws and rules and regulations of any regulatory body, shall conform to such accounting system as may from time to time be designated by the Administrator of the Rural Electrification Administration of the United States of America. The Board of Directors shall also, after the close of each fiscal year, cause to be made a full and complete audit of the accounts, books and financial condition of the Cooperative by certified public accountants as of the end of such fiscal year. Such audit reports shall be submitted to the members at the next following annual meeting.

**SECTION 5. RULES OF ORDER.** Roberts' Rules of Order shall govern the proceedings of all meetings of this Cooperative and its constituent parts, subject to the provisions of State Law and the Articles of Incorporation and these Bylaws. (Added at a special meeting of the members held on August 19, 1972).

**SECTION 6. SUBSIDIARIES.** This cooperative, acting through its board of directors, may furnish other rural community utility services that are not otherwise available on an adequate, reliable and affordable area coverage basis which are substantially similar in nature which, by way of example only, could be an entity which engages in furnishing water, wastewater and sewerage treatment facilities, cablevision services, rural or direct television, satellite television antenna dishes, telephone, natural gas and propane, internet service providers and any related such entities which generally serve the rural public and, as such, this cooperative may engage in any lawful manner in those endeavors and may become a member of or own any percentage of shares in another corporation or cooperative regardless of whether the other corporation or cooperative engages in businesses in which the electric cooperative could engage and may serve any member or person or may establish member classes with different rights and obligations regarding voting, dissolution, redemption and transfer and may elect directors to serve said subsidiary and may retain non-operating margins whether or not the subject subsidiary is subject to the control and jurisdiction of the Louisiana Public Service Commission.

## ARTICLE XII. AMENDMENTS

**SECTION 1.** These bylaws 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, except as herein provided.

## ARTICLE XIII.

No sale, mortgage, lease, merger or other disposition of all or any substantial portion of the property or assets of the cooperative to any other entity, including but not limited to investor-owned utility companies, shall be approved by the affirmative vote of less than a majority of the entire membership of the cooperative, voting in person, except as hereafter provided, at either a regular or special meeting, provided that:

- (a) The price to be paid shall be not less than the fair market value of the assets and utility customers of this cooperative, which value shall be established by two independent expert utility appraisers, said value to be determined by taking not less than the average of the two appraisals, provided that one such appraiser shall be selected by this Cooperative;
- (b) The sale, merger or other disposition shall guarantee, by the acquiring company, entity or group that the retail rates of the cooperative shall not increase for a period of at least ten years from the date of the transaction. In the event the acquiring company is a utility whose rates are lower than this cooperative's rates, then and in that event, the terms of any sale, merger or

paid, in whole or in part, by the application of capital credited to the account of a non-member patron as provided in these bylaws, shall be repaid to the member only in accordance with the provisions of these bylaws with respect to the retirement of patronage capital.

## ARTICLE II. RIGHTS AND LIABILITIES OF MEMBERS

**SECTION 1. PROPERTY INTEREST OF MEMBERS.** Upon dissolution, after (a) all debts and liabilities of the Cooperative shall have been paid, and (b) all capital furnished through patronage shall have been retired as provided in these bylaws, the remaining property and assets of the Cooperative shall be distributed among the members and former members in the proportion which the aggregate patronage of each bears to the total patronage of all members during the seven years next preceding the date of the filing of the certificate of dissolution, or, if the Cooperative shall not have been in existence for such period, during the period of its existence.

**SECTION 2. NON-LIABILITY FOR DEBTS OF THE COOPERATIVE.** The private property of the members shall be exempt from execution or other liability for the debts of the Cooperative and no member shall be liable or responsible for any debts or liabilities of the Cooperative.

## ARTICLE III. MEETINGS OF MEMBERS

**SECTION 1. ANNUAL MEETINGS.** The annual meeting of members shall be held during April of each year, beginning with the year 1989, at such place in the Parish of Terrebonne, State of Louisiana, as shall be designated in the notice of the meeting, for the purpose of passing upon reports for the previous fiscal year and transacting such other business as may come before the meeting. It shall be the responsibility of the Board of Directors to make adequate plans and preparation for the annual meeting. If the day fixed for the annual meeting shall fall on a legal holiday, such meeting shall be held on the next succeeding day. Failure to hold the annual meeting at the designated time shall not work a forfeiture or dissolution of the Cooperative. (*Amended at a meeting of the membership held on April 28, 1988*).

**SECTION 2. SPECIAL MEETINGS.** Special meetings of the members may be called by resolution of the Board of Directors, or by 25% or more of all 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. Special meetings of the members may be held at any place within the Parish of Terrebonne, State of Louisiana, specified in the notice of the special meeting. (*Amended at a meeting of the membership held on April 21, 1995*.)

**SECTION 3. NOTICE OF MEMBERS' MEETING.** Written or printed notice stating the place, day and hour of the meeting, and, in case of a special meeting or an annual meeting at which business requiring special notice is to be transacted, the purpose or purposes for which the meeting is called, shall be delivered not less than ten days nor more than twenty-five days before the day of the meeting, either personally or by mail, by or at the direction of the Secretary, or upon a default in duty by the Secretary, by the persons calling the meeting, to each member. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears on the record of the Cooperative, with postage thereon prepaid. The failure of any member to receive notice of an annual or special meeting of the members shall not invalidate any action which may be taken by the members at such meeting.

**SECTION 4. QUORUM.** Four Hundred (400) members, or five per cent (5%) of the members, whichever shall be the lesser, shall constitute a quorum. If less than a quo-

rum is present at any meeting, a majority of those present in person may adjourn the meeting from time to time without further notice, provided that the Secretary shall notify any absent members of the time and place of such adjourned meeting. (Amended by resolution of the Board of Directors on October 19, 1982, pursuant to L.R.S. 12:408; and became effective on October 29, 1982. Amended at a meeting of the membership held on April 21, 1995. See Article XIV a.)

**SECTION 4 (A)** Deleted by amendment of the membership held on April 21, 1995. (See Article XIV b)

**SECTION 5. VOTING.** Each member shall be entitled to only one vote upon each matter submitted to a vote at a meeting of the members. All questions shall be decided by a vote of a majority of the members voting thereon in person, except as otherwise provided herein.

**SECTION 6. PROXIES.** At all meetings of members, a member may only vote in person. Voting by proxy is hereby prohibited. Only the president, officer or manager of a corporation may vote for the corporation at a meeting of the members. Any employee of the corporation may vote for the corporation as authorized by corporate resolution of the Board of Directors. This resolution must be adopted within ninety (90) days prior to the meeting. (Amended at a meeting of the membership held on May 29, 1986.)

**SECTION 7. ORDER OF BUSINESS.** The order of business at the annual meeting of the members and, so far as possible, at all other meetings of the members, shall be essentially as follows; except as otherwise determined by the members at such meeting:

1. Report on the number of members present in person in order to determine the existence of a quorum.
2. Reading of the notice of the meeting and proof of the due publication or mailing thereof, or the waiver or waivers of notice of the meeting as the case may be.
3. Reading of unapproved minutes of previous meetings of the members and the taking of necessary action thereon.
4. Presentation and consideration of reports of officers, directors and committees.
5. Unfinished business.
6. New business.
7. Adjournment.

In the event of a lack of a quorum at the annual meeting, other business not requiring a vote of the general membership may be conducted. Nothing contained herein shall affect the rights of district members set forth in Article IV, Section 4 (A). (Amended at a meeting of the membership held on April 28, 1988).

**SECTION 8. VOTING ON BYLAW AMENDMENTS.** In the event there are bylaw changes to be adopted by the Cooperative, such bylaw changes can be adopted at any special meeting or at the annual meeting. Not less than ten days before an annual or special meeting of the members at which bylaws are to be voted upon the secretary of the Cooperative shall mail to each member a list of the bylaws to be changed and the changes. This list may be included with the notice of the meeting. (Added at a meeting of the membership held on May 29, 1986.) (Amended at a meeting of the membership held on April 21, 1995. See Article XIV c.)

#### ARTICLE IV. DIRECTORS

**SECTION 1. GENERAL POWERS.** The business and affairs of the Cooperative shall be managed by a board of nine directors which shall exercise all of the powers of the Cooperative except such as are by law, the articles of incorporation or these bylaws, conferred upon or reserved to the members.

America Reconstruction Finance Corporation, or any other agency or instrumentality of the Federal Government, and to authorize the making and issuance of bonds, notes or other evidences of indebtedness, secured or unsecured, for money so borrowed and to secure the payment of such bonds, notes or other evidences of indebtedness, by mortgage or mortgages or deed or deeds or trust upon, or the pledge of, or other lien upon any or all of the property assets, rights, privileges, liabilities, franchises, and permits of the Cooperative whether acquired or to be acquired and wherever situated, all upon such terms and conditions as the Board of Directors shall determine. Provided further that no change shall be made in this Article (Article VIII) of the bylaws unless made at a regular or special meeting of the members and approved by two-thirds of the entire membership of the Cooperative present and voting in person. (Amended at a meeting of the members held on April 28, 1983.)

#### ARTICLE IX. SEAL

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

#### ARTICLE X. FINANCIAL TRANSACTIONS

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

**SECTION 2. CHECKS, DRAFTS, ETC.** All checks, drafts or other orders for the payment of money, and all notes, bonds or other evidences of indebtedness issued in the name of the Cooperative shall be signed by such 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 Directors.

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

**SECTION 4. FISCAL YEAR.** The fiscal year of the Cooperative shall begin on the first day of January of each year and shall end on the thirty first day of December of each year.

#### ARTICLE XI. MISCELLANEOUS

**SECTION 1.** Deleted by a vote of the members on April 17, 1998.

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

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

**SECTION 4. ACCOUNTING SYSTEM AND REPORTS.** The Board of Directors shall cause to be established and maintained a complete accounting system which,

the oldest outstanding capital credits as hereinabove provided. (Amended at a meeting of the membership held on April 28, 1988. )

In the event of dissolution or liquidation of the Cooperative, after all outstanding indebtedness of the Cooperative shall have been paid, outstanding capital credits shall be retired without priority on a pro rata basis before any payments are made on account of property rights of members. If, at any time prior to dissolution or liquidation, the Board of Directors shall determine that the financial condition of the Cooperative will not be impaired thereby, the capital then credited to the patrons' accounts may be retired in full or in part. Any such retirements of capital shall be made in order of priority according to the year in which the capital was furnished and credited, the capital first received by the Cooperative being first retired.

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

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

The patrons of the Cooperative, by dealing with the Cooperative, acknowledges that the terms and provisions of the articles of incorporation and bylaws shall constitute and be a contract between the Cooperative and each patron, and both the Cooperative and the patrons are bound by such contract, as fully as though each patron had individually signed a separate instrument containing such terms and provisions. (Amended at a meeting of the members held on April 25, 1985.)

**SECTION 3. Deleted by a vote of the members on April 17, 1998.**

**ARTICLE VIII.  
DISPOSITION OF PROPERTY**

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

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

unless such sale, mortgage, lease or otherwise disposition is authorized at a meeting of the members by the affirmative vote of not less than a majority of the entire membership of the Cooperative and the notice of such proposed sale, mortgage, lease or other disposition shall have been contained in the notice of the meeting; provided, however, that notwithstanding anything herein contained, the Board of Directors, without the consent or vote of the members of the Cooperative or any part hereof, shall have full power and authority to borrow money from the National Rural Utilities Cooperative Finance Corporation, New Orleans Bank for Cooperatives, the United States of

**SECTION 2. VOTING DISTRICTS.** The territories served or to be served by the Cooperative shall be divided into nine (9) districts and each district shall be represented by one (1) director. The nine (9) districts shall be as follows: (Amended at a meeting of the membership held on May 29, 1986.)

**District 1**

Beginning at the centerline of St. Louis Bayou and St. Louis Canal; thence in a southerly direction along the centerline of the St. Louis Canal to its intersection with the centerline of Bayou Terrebonne; thence in a southeasterly direction along the centerline of Bayou Terrebonne to its intersection with the centerline of Company Canal; thence northerly along the centerline of the Company Canal to its intersection with the Lafourche-Terrebonne Parish line; thence southeasterly along the Lafourche-Terrebonne Parish line to the Gulf of Mexico; thence along the Louisiana coast line to the Lafourche-Jefferson Parish line to the intersection of this line with the Lafourche-St. Charles Parish line in Lake Salvador; thence in a northwesterly direction along the Lafourche-St. Charles Parish line to its intersection with the centerline of U.S. Highway 90; thence in a southwesterly direction along the centerline of U.S. Highway 90 to its junction with the centerline of LA Highway 3199; thence in a southwesterly direction along the centerline of LA Highway 3199 to its intersection with the centerline of Bayou Lafourche; thence in a westerly direction along the centerline of Bayou Lafourche to its intersection with the centerline of LA Highway 3198; thence in a southwesterly direction along the centerline of LA 3198 to its intersection with the centerline of U.S. Highway 90; thence in a southwesterly direction along the centerline of LA Highway 182 to its intersection with the centerline of the Hollywood Canal; thence in a northwesterly direction along the centerline of the Hollywood Canal to its intersection with a projected line of the westernmost property line of Brien's Trailer Park; thence in a southwesterly direction along the westernmost property line of Brien's Trailer Park to its intersection with the centerline of LA Highway 316; thence in a southeasterly direction along the centerline of LA Highway 316 to its intersection with the centerline of LA Highway 182; thence in a southwesterly direction along the centerline of LA Highway 182 to its intersection with the centerline of the St. Louis Bayou; thence in a northwesterly direction along the centerline of the St. Louis Bayou to its intersection with the centerline of the St. Louis Canal which is the point of the beginning.

**District 2**

Beginning at the intersection of Bayou Black and the centerline of Tiger Bayou in Gibson; thence proceeding in a northerly direction along the centerline of Tiger Bayou to its first intersection with the centerline of the Southern Pacific Railroad; thence proceeding in a southwesterly line extending due north from the intersection of LA Hwy 20 and LA Hwy 182 (formerly known as U.S. Hwy 90) thence due north along said prolongation to its intersection with the Terrebonne-Lafourche Parish line; thence proceeding in an easterly direction along said parish line to its intersection with the centerline of the Southern Pacific Railroad; thence proceeding in a northeasterly direction along the centerline of the Southern Pacific Railroad to its intersection with the centerline of the St. Louis Bayou in Devil Swamp in Schriever; thence proceeding in a southeasterly direction along the centerline of the St. Louis Bayou to its intersection with the centerline of LA Highway 316; thence proceeding in an easterly, and then southeasterly direction along the centerline of LA Highway 316 to its intersection with the projected centerline of Mac Lane; thence proceeding in a southwesterly direction along the centerline of Mac Lane to its projected intersection with the centerline of the St. Louis Bayou; thence proceeding in a southeasterly direction along the centerline of the St. Louis Bayou to its intersection with the southwesterly prolongation of the centerline of the unnamed street serving Little Cajun Trailer Park; thence in a southwesterly direction to the intersection of the centerline of LA Highway 311 and the centerline of Bull

Run Road; thence in a southerly direction to the intersection of the centerline of Savanne Road and the centerline of the Hanson Canal; thence in a northwesterly direction along the centerline of Hanson canal to its intersection with the centerline of Bayou Black in the community of Humphreys; thence in a northwesterly and then southerly direction along the centerline of Bayou Black to its intersection with the centerline of Tiger Bayou, which is the point of beginning.

### District 3

Beginning at the intersection of the line dividing Lafourche Parish and St. Charles Parish and the centerline of U.S. Highway 90 in the town of Des Allemands; thence proceeding in a southwesterly direction along the centerline of U.S. Highway 90 to its junction with the centerline of LA Highway 3199; thence proceeding in a southwesterly direction along the centerline of LA Highway 3199 to its intersection with the centerline of Bayou Lafourche; thence proceeding in a westerly direction along the centerline of Bayou Lafourche to its intersection with the centerline of LA Highway 3198; thence proceeding in a southwesterly direction along the centerline of LA Highway 3198 to its intersection with the centerline of U.S. Highway 90; thence proceeding in a southwesterly direction along the centerline of LA Highway 182 to its intersection with the centerline of the Hollywood Canal; thence proceeding in a northwesterly direction along the centerline of the Hollywood Canal to its intersection with a projected line of the westernmost property line of Brien's Trailer Park; thence proceeding in a southwesterly direction along the westernmost property line of Brien's Trailer Park to its intersection with the centerline of LA Highway 316; thence proceeding in a southeasterly direction along the centerline of LA Highway 316 to its intersection with the centerline of LA Highway 182; thence proceeding in a southwesterly direction along the centerline of LA Highway 182 to its intersection with the centerline of the St. Louis Bayou; thence proceeding in a northwesterly direction along the centerline of the St. Louis Bayou to its intersection with the projected centerline of Mac Lane; thence proceeding in a northeasterly direction along the centerline of Mac Lane to its intersection with the centerline of LA Highway 316; thence proceeding in a northwesterly, then westerly direction along the centerline of LA Highway 316 to its intersection with the centerline of the St. Louis Bayou; thence proceeding in a northwesterly direction along the centerline of the St. Louis Bayou to its intersection with the centerline of the Southern Pacific Railroad in Devil Swamp near the community of Schriever; thence in a southwesterly direction along the centerline of the Southern Pacific Railroad to its intersection with the centerline of LA Highway 20; thence proceeding in a northerly direction along the centerline of LA Highway 20 and where divided, along the centerline of the eastern portion of LA 20, to its intersection with the centerline of Bayou Lafourche; thence proceeding in an easterly direction to the intersection of the St. Charles Parish and Lafourche lines and U.S. Highway 90, which is the point of beginning.

### District 4

Beginning at a point where the centerline of the Houma Navigation Canal enters Terrebonne Bay; thence in a northerly direction along the centerline of the Houma Navigation Canal to its intersection with the prolongation of the southern-most boundary line of the Ashland North Subdivision; thence easterly along said prolongation to its intersection with the Lafourche-Terrebonne Parish line; thence in a southerly direction along said parish line to its intersection with the easternmost part of Timbalier Island; thence in a northwesterly direction to the point of beginning. *(Amended by the Board of Directors at a regular board meeting held July 10, 1995 and July 31, 2000.)*

### District 5

Beginning at the point where the Houma Navigation Canal enters Terrebonne Bay; thence in a northerly direction along the centerline of the Houma Navigation Canal to

in the name of the Cooperative in such bank as shall be selected in accordance with the provisions of these bylaws; and

- (c) in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board of Directors.

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

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

**SECTION 10. COMPENSATION.** The powers, duties and compensation of officers, agents and employees shall be fixed by the Board of Directors, subject to the provisions of these bylaws with respect to compensation for directors and close relatives of directors.

**SECTION 11. REPORTS.** The officers of the Cooperative shall submit at each annual meeting of the members reports governing the business of the Cooperative for the previous fiscal year. Such reports shall set forth the condition of the Cooperative at the close of such fiscal year.

## ARTICLE VII. NON-PROFIT OPERATION

**SECTION 1. INTEREST OR DIVIDENDS ON CAPITAL PROHIBITED.** The Cooperative shall at all times be operated on a cooperative non-profit basis for the mutual benefit of its patrons. No interest or dividends shall be paid or payable by the Cooperative on any capital furnished by its patrons.

**SECTION 2. PATRONAGE CAPITAL IN CONNECTION WITH FURNISHING ELECTRIC ENERGY.** In the furnishing of electric energy, the Cooperative's operations shall be so conducted that all patrons will, through their patronage, furnish capital for the Cooperative. In order to induce patronage and to assure that the Cooperative will operate on a non-profit basis, the Cooperative is obligated to account on a patronage basis to all its patrons for all amounts received and receivable from the furnishing of electric energy in excess of operating costs and expenses properly chargeable against the furnishing of electric energy. All such amounts in excess of operating costs and expenses at the moment of receipt by the Cooperative are received with the understanding that they are furnished by the patrons as capital. The Cooperative is obligated to pay by credits to a capital account for each patron all such amounts in excess of operating costs and expenses. The books and records of the Cooperative shall be set up and kept in such a manner that at the end of each fiscal year the amount of capital, if any, so furnished by each patron is clearly reflected and credited in an appropriate record to the capital account of each patron, and the Cooperative shall, within a reasonable time after the close of the fiscal year, notify each patron of the amount of capital so credited to his account. All such amounts credited to the capital account of any patron shall have the same status as though they had been paid to the patron in cash in pursuance of a legal obligation to do so and the patron had then furnished the Cooperative corresponding amounts for capital, provided, however, that beginning with the year 1989, cash made available for retirement in any year may be used to retire capital furnished by all patrons during the most recent fiscal year subject to the requirement that at least fifty (50%) per cent of such cash shall be applied to the retirement of

Board of Directors whenever in its judgment the best interest of the Cooperative will be served thereby. In addition any member of the Cooperative may bring charges against an officer and by filing with the Secretary such charges in writing together with a petition signed by ten per centum of the members may request the removal of such officer. The officer against whom such charges have been brought shall be informed in writing of the charges at least ten days prior to the board meeting at which the charges are to be considered and shall have an opportunity at the meeting to be heard in person or by counsel and to present evidence in respect of the charges; and the person or persons bringing the charges against him shall have the same opportunity. In the event the board does not remove such officer, the question of his removal shall be considered and voted upon at the next meeting of the members.

**SECTION 4. PRESIDENT.** The President shall:

- (a) be the principal executive officer of the Cooperative, and unless otherwise determined by the members of the Board of Directors, shall preside at all meetings of the members and the Board of Directors;
- (b) sign any deeds, mortgages, deeds of trust, notes, bonds, contracts or other instruments authorized by the Board of Directors to be executed, except in cases in which the signing and execution thereof shall be expressly delegated by the Board of Directors or by these bylaws, to some other officer or agent of the Cooperative, or shall be required by law to be otherwise signed or executed.
- (c) in general perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time. *(Amended at a meeting of the members held on April 28, 1983.)*

**SECTION 5. VICE PRESIDENT.** In the absence of the President, or in the event of his inability or refusal to act, the Vice President shall perform the duties of the President, and when not acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall also perform such other duties as from time to time may be assigned to him by the Board of Directors.

**SECTION 6. SECRETARY.** The Secretary shall:

- (a) keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose;
- (b) see that all notices are duly given in accordance with these bylaws or as required by law;
- (c) be custodian of the corporate records and of the seal of the Cooperative and affix the seal of the Cooperative to all documents, the execution of which on behalf of the Cooperative under its seal is duly authorized in accordance with the provisions of these bylaws;
- (d) keep a register of the names and post office addresses of all members;
- (e) have general charge of the books of the Cooperative;
- (f) keep on file at all times a complete copy of the articles of incorporation and bylaws of the Cooperative containing all amendments thereto (which copy shall always be open to the inspection of any member) and at the expense of the Cooperative, forward a copy of the bylaws and of all amendments thereto to each member; and
- (g) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Board of Directors. *(Amended at a meeting of the members held on April 28, 1983.)*

**SECTION 7. TREASURER.** The Treasurer shall:

- (a) have charge and custody of and be responsible for all funds and securities of the Cooperative;
- (b) be responsible for the receipt of and the issuance of receipts for all moneys due and payable to the Cooperative and for the deposit of all such moneys

its intersection with the prolongation of the southern-most boundary line of the Ashland North Subdivision; thence easterly along said prolongation to its intersection with the Lafourche-Terrebonne Parish line; thence northerly along said parish line to its intersection with the centerline of Company Canal; thence southerly along Company Canal to its intersection with the center line of Bayou Terrebonne; thence westerly along Bayou Terrebonne to its intersection with the prolongation of Thompson Road; thence southwesterly along said prolongation to its intersection with Houma Navigational Canal; thence northerly to the centerline of the Intracoastal Waterway; thence in a westerly direction along the centerline of the Intracoastal Waterway to its intersection with the Assumption-Terrebonne Parish line; thence in a southwesterly direction along the Assumption-Terrebonne Parish line and then along the Terrebonne-St.Mary Parish line to the Gulf of Mexico; thence in an easterly direction along the southern Louisiana coast line to the western-most edge of Terrebonne Bay; thence in a northerly direction along the western edge of Terrebonne Bay to the centerline of the Houma Navigation Canal, which is the point of beginning. *(Amended at a meeting of the membership held on May 29, 1986 and by the Board of Directors at a regular board meeting held on July 31, 2000.)*

#### **District 6**

Beginning at the intersection of the centerline of Bull Run Road and the centerline of LA Highway 311; thence in a southerly direction to a point on the centerline of Savanne Road where a line extended from the point of beginning to the intersection of the centerline of Savanne Road and the centerline of Hanson Canal first crosses Savanne Road; thence in a northeasterly direction along the centerline of Savanne Road to its intersection with the centerline of Ouiski Bayou; thence in a southeasterly direction along the centerline of Ouiski Bayou to its intersection with the centerline of Bayou Cane; thence in an easterly and southerly direction along the centerline of Bayou Cane to its intersection with the centerline of Little Bayou Black; thence along the centerline of Little Bayou Black to its intersection with a prolongation of the westernmost boundary line of Southdown Industrial Park; thence in a southerly direction along said prolonged line to the southernmost boundary of Southdown Industrial Park; thence in a southeasterly direction along the southern boundary line of Southdown Industrial Park to its intersection with the westernmost boundary line of Hollywood Fields subdivision; thence in a southerly direction along the westernmost boundary line of Hollywood Fields subdivision to the southernmost boundary of said subdivision; thence in a southeasterly direction along said southern boundary line to the easternmost boundary line of said subdivision; thence in a northerly direction along the easternmost boundary of said subdivision to the intersection of said boundary and a line connecting the intersection of the centerline of Hanson Canal and the centerline of Savanne Road with the intersection of LA Highway 311 and the centerline of St. Charles Street extension; thence in an easterly direction along said line to the intersection of the centerline of LA Highway 311 and the centerline of St. Charles Street extension; thence southwesterly along the centerline of St. Charles Street Extension to its intersection with the prolongation of the western-most boundary of Mulberry Subdivision; thence in a southerly direction along said prolonged line to its intersection with the centerline of the Intracoastal Waterway; thence along the centerline of the Intracoastal Waterway to its intersection with the centerline of the Houma Navigation Canal; thence southerly along the centerline of the Houma Navigation Canal to its intersection with the prolongation of the centerline of Thompson Road; thence easterly along said prolonged line to its intersection with the centerline of Bayou Terrebonne; thence in a northwesterly direction along the centerline of Bayou Terrebonne to its intersection with the centerline of the St. Louis Canal; thence in a northerly direction along the centerline of said canal to its intersection with the centerline of St. Louis Bayou; thence in a northwesterly direction along the centerline of St.

Louis Bayou to its intersection with the prolongation of the centerline of Kajun Street (in Little Cajun Trailer Park); thence proceeding in a southwesterly direction to the point of beginning. *(Amended by the Board of Directors at a regular board meeting held on July 10, 1995 and February 2, 1998.)*

#### **District 7**

Beginning at the intersection of the centerline of Bayou Black and the prolongation of the southernmost property line of Oak Forest Blvd. Subdivision; thence in a southwesterly direction along said prolongation to its intersection with the centerline of Bayou Cocodrie in Gibson, thence in a westerly direction along centerline of Bayou Cocodrie to its intersection with the centerline of Bayou black; thence in a southerly direction along the centerline of Bayou Black to its intersection with the centerline of the Intracoastal Waterway; thence in an easterly direction along the centerline of the Intracoastal Waterway to its intersection with the southerly prolongation of the westernmost boundary of Mulberry Subdivision; thence in a northerly direction along said prolonged line to its intersection with the centerline of St. Charles Street Extension; thence northeasterly along the centerline of St. Charles Street Extension to its intersection with the centerline of LA Hwy 311; thence westerly along a line connecting the intersection of the centerline of St. Charles Street Extension and the centerline of LA Hwy 311 with the intersection of the centerline of Hanson canal and the centerline of Savanne Road to said line's intersection with the easternmost boundary line of Hollywood Fields Subdivision; thence in a southerly direction along said boundary line to the southernmost boundary of said subdivision; thence in a westerly direction along said southernmost boundary line to its intersection with the western boundary of Hollywood Fields Subdivision; thence northerly along said western boundary to its intersection with the southernmost boundary of Southdown Industrial Park; thence westerly along said southernmost boundary to the western boundary of Southdown Industrial Park; thence in a northerly direction along said boundary to its prolonged intersection with the centerline of Little Bayou Black; thence in a westerly direction along the centerline of Little Bayou Black to its intersection with the centerline of Bayou Cane; thence along the centerline of said bayou to its intersection with the centerline of Ouiski Bayou; thence along the centerline of Ouiski Bayou to its intersection with the centerline of Savanne Road; thence southerly along said centerline to its intersection with a line drawn between the intersection of the centerline of Bull Run Road and the centerline of LA Highway 311 and the intersection of the centerline of Savanne Road and the centerline of Hanson Canal; thence southerly along said line to its intersection with Hanson Canal; thence in a northwesterly and then southerly direction along the centerline of Hanson Canal to its intersection with the centerline of Bayou Black; thence westerly along the centerline of Bayou Black to its intersection with the prolongation of the southernmost property line of Oak Forest Blvd. Subdivision which is the point of Beginning.

#### **District 8**

Beginning at the intersection of the centerline of Bayou Lafourche and the centerline of LA Highway 20; thence proceeding in a southerly direction along the centerline of LA Highway 20 and where divided along the centerline of the eastern portion of LA Highway 20 to its intersection with the centerline of the Southern Pacific Railroad; thence proceeding in a westerly direction along the centerline of the Southern Pacific Railroad to its intersection with the Lafourche-Terrebonne Parish line; thence proceeding west along said parish line to its intersection with a line extending due north from the intersection of LA Hwy. 20 and LA Hwy. 182 (formerly known as U.S. Hwy. 90); thence due south along said prolongation to its intersection with the centerline of the Southern Pacific railroad; thence westerly along the centerline of the Southern Pacific Railroad to its intersection with the southerly prolongation of the easternmost bound-

receive compensation for serving the Cooperative, unless the payment and amount of compensation shall be specifically authorized by a vote of the members or the service by such director or close relative shall have been certified by the Board of Directors as an emergency measure. *(Amended at a meeting of the membership held on May 29, 1986.)*

### **ARTICLE V. MEETINGS OF DIRECTORS**

**SECTION 1. REGULAR MEETING.** A regular meeting of the Board of Directors shall be held without notice, immediately after and at the same place as the annual meeting of the members. A regular meeting of the Board of Directors shall be held monthly at such time and place within the area served by the Cooperative as the Board of Directors may provide by resolution. Such regular monthly meeting may be held without notice other than such resolution fixing the time and place thereof. *(Amended at a meeting of the members held on April 26, 1984.)*

**SECTION 2. SPECIAL MEETING.** Special meetings of the Board of Directors may be called by the President or by any three directors, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. The President or the directors calling the meeting shall fix the time and place (which shall be within the area served by the Cooperative) for the holding of the meeting. *(Amended at a meeting of the members held on April 26, 1984.)*

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

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

### **ARTICLE VI. OFFICERS**

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

**SECTION 2. ELECTION AND TERM OF OFFICE.** The officers shall be elected by ballot, annually by and from the Board of Directors at the meeting of the Board of Directors 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 Directors following the next succeeding annual meeting of the members or until his successor shall have been elected and shall have qualified. A vacancy in any office shall be filled by the Board of Directors for the unexpired portion of the term.

**SECTION 3. REMOVAL OF OFFICERS AND AGENTS BY DIRECTORS.** Any officer or agent elected or appointed by the Board of Directors may be removed by the

two candidates receive the same number of votes, there shall be a second election between the top two candidates. In the event of another tie, the Board of Directors shall select a director from among said candidates who were tied. In the event there are only two candidates and there is a tie, there shall be no second election and the Board of Directors shall select the director from among said candidates who were tied. *(Amended at a meeting of the membership held on May 29, 1986.)*

**SECTION 4(D). PENALTIES FOR VIOLATING THE VOTING PROCEDURES ESTABLISHED BY THESE BYLAWS AND THE BOARD OF DIRECTORS.**

Any employee of this Cooperative who violates any of the election procedures established by these bylaws and by the Board of Directors shall be discharged from his employment. Any member of this Cooperative who violates any of the election procedures established by these bylaws and by the Board of Directors may be terminated in his membership after a hearing concerning the charges against him before the Board of Directors. Any member may bring charges against another member for violation of election rules. Thereafter the accused member shall be informed in writing of the charges at least ten days prior to the hearing before the Board of Directors at which the charges are to be considered and shall have an opportunity to be heard in person or by counsel and to present evidence in his own behalf.

The question of whether or not to terminate the membership for violation of the election rules shall be voted on by the Board of Directors, and any decision made by the Board of Directors may be appealed to the membership at either the annual or special meeting. *(Amended at a special meeting of the members held on August 19, 1971.)*

**SECTION 5. REMOVAL OF DIRECTORS BY MEMBERS.**

Any member may bring charges against a director and, by filing with the Secretary such charges in writing together with a petition signed by at least five per centum of the members, may request the removal of such director by reason thereof. Such director shall be informed in writing of the charges at least ten days prior to the meeting of the members at which the charges are to be considered and shall have an opportunity at the meeting to be heard in person or by counsel and to present evidence in respect of the charges; and the person or persons bringing the charges against him shall have the same opportunity. The question of the removal of such director shall be considered and voted upon at a meeting of the members and any vacancy created by such removal may be filled by vote of the members at such meeting without compliance with the foregoing provisions with respect to nominations.

**SECTION 6. VACANCIES.** Subject to the provisions of these bylaws with respect to the filling of vacancies caused by the removal of Directors by the members, or removal for any other reason whereby a vacancy occurs, that vacancy, on the Board of Directors of this Cooperative, shall be filled by the existing Board appointing a qualified member to fill the unexpired term until the next annual meeting or until the next district election at which the vacancy could be filled. In the event of a lack of quorum at the next annual meeting, or the next district meeting, whichever the case may be, the Board of Directors may reappoint the same member or any member of its choosing to serve until the next annual meeting, or until the next district meeting at which there is an election which will fill the subject vacancy at which a quorum will be present. *(Amended at a meeting of the membership held on April 28, 1988).*

**SECTION 7. PER DIEM & EXPENSES.** Directors shall, as determined by resolution of the Board of Directors, receive on a per diem basis, a fixed fee for attending meetings and committee meetings of the Board of Directors. Directors may also receive insurance benefits as approved by the Board of Directors. Directors shall also receive advancement or reimbursement of any travel and out-of-pocket expenses actually, necessarily and reasonably incurred, which expenses shall be authorized by the Board of Directors in advance of being incurred. No director shall receive compensation for serving the Cooperative in any other capacity, nor shall any close relative of a director

ary of Wildwood Subdivision; thence in a northerly direction along said prolonged line to its intersection with the centerline of LA Highway 662; thence in a southwest-erly direction along the centerline of LA Highway 662 to its intersection with the centerline of LA Highway 663; thence west to the St. Martin-St. Mary Parish line in Lake Palourde; thence in a westerly direction along said parish line to its intersection with the prolongation of the easternmost boundary of Section 6, T16S-R13E; thence in a southerly direction along said line to its intersection with the southern shore of Lake Palourde, where said section line becomes the corporate limits of the City of Morgan City; thence in a southerly then southeasterly direction along the corporate limit of the City of Morgan City to its (or its prolongation's) intersection with the centerline of the Intracoastal Waterway; thence south to the St. Mary-Terrebonne Parish line; thence proceeding in a southwesterly direction along the St. Mary-Terrebonne Parish line to its intersection with the centerline of the Lower Atchafalaya River in Sweetbay Lake; thence proceeding in a northerly direction along the centerline of the Lower Atchafalaya River through Berwick Bay to its intersection with the centerlines of Stouts Pass, Drew Pass and the Intracoastal Waterway (Alternate Route); thence proceeding in an easterly and then northerly direction along the centerline of the Intracoastal Waterway (Alternate Route) to its intersection with the southwesterly projection of the centerline of an unnamed road in Section 18, T14S-R13E serving Adam's Boat Landing; thence in an easterly direction to the point of beginning. *(Amended by the Board of Directors at a regular board meeting held on July 10, 1995 and July 31, 2000.)*

**District 9**

Beginning at the intersection of the centerline of LA Highway 662 and the centerline of LA Highway 663; thence west to the St. Martin-St. Mary Parish line in Lake Palourde; thence in a westerly direction along said parish line to its intersection with the prolongation of the easternmost boundary of Section 6, T16S-R13E; thence in a southerly direction along said prolonged line to its intersection with the southern shore of Lake Palourde where said section becomes the corporate limit of the City of Morgan City; thence in a southerly then southeasterly direction along the corporate limit of the City of Morgan City to its (or its prolongation's) intersection with the centerline of the Intracoastal Waterway; thence south to the St. Mary-Terrebonne Parish line; thence proceeding in a northeasterly direction along said parish line to its intersection with the centerline of the Intracoastal Waterway; thence proceeding in an east-erly direction along the centerline of the Intracoastal Waterway to its intersection with the centerline of Bayou Black; thence in a northerly direction along the centerline of Bayou Black to its intersection with the centerline of Bayou Cocodrie; thence in an easterly direction along the centerline of Bayou Cocodrie to its intersection with the southwesterly prolongation of the southernmost property line of Oak Forest Blvd. Subdivision; thence in a northeasterly direction along said prolonged line to its inter-section with the centerline of Bayou Black; thence in a northwesterly direction along the centerline of Bayou Black to its intersection with the centerline of Tiger Bayou in Gibson; thence in a northerly direction along the centerline of Tiger Bayou to its first intersection with the centerline of the Southern Pacific Railroad; thence proceeding in a southwesterly direction along the centerline of the Southern Pacific Railroad to its intersection with the southerly prolonged centerline of the Union Oil Canal Road; thence proceeding in a northerly direction along said prolonged line to its intersec-tion with the centerline of LA Highway 662; thence in a southwesterly direction along the centerline of LA Highway 662 to its intersection with the centerline of LA Highway 663 which is the point of beginning.

**SECTION 2(A). REAPPORTIONMENT.** All districts shall be reapportioned so that they contain within 25% of the average district membership in accordance with the dis-

districts set forth in Article IV, section 2, as amended. Reapportionment shall not affect the rotation of election of directors as provided in Article IV, Section 3 of the bylaws. *(Amended at a meeting of the membership on May 29, 1986.)*

**SECTION 2(B).** The board of directors shall, as soon as is practical, change any district to accomplish reapportionment so that each district contains within 25% of the average district membership, as set forth in this Article, and shall re-describe the districts affected and shall record a map reflecting the changes at the courthouse, Houma, Terrebonne Parish, Louisiana. *(Added at a meeting of the membership April 21, 1995.)*

**SECTION 3. QUALIFICATIONS AND TENURE.** (A). The persons named as directors in the articles of conversion shall compose the Board of Directors until the next meeting or until their successors shall have been elected and shall have qualified. These bylaws acknowledge and affirm the action of the Board of Directors that directors from District 1, 2 and 3 are serving three year terms beginning in the year 1980; that the directors from District 7, 8 and 9 are serving three year terms beginning in the year 1981; and the directors from Districts 4, 5 and 6 will be elected for three year terms in the year 1982. At the annual meeting in 1983, the directors from Districts 1, 2 and 3 will be elected to serve for a period of three years. Thereafter, a director whose term shall expire as above provided shall be elected at the respective district meeting to serve for a period of three years or until their successors shall have been elected by and from the members of the respective district. No member shall be eligible to become or remain director or to hold any position of trust in the Cooperative who is not a bonafide resident in a district served by the Cooperative or who is in any way employed by or financially interested in a competing enterprise. *(Amended at a meeting of the membership held on April 28, 1988.) (Amended at a meeting of the membership held on April 10, 1992.)*

(B). In order to qualify to become or remain on the Board of Directors, a person seeking or holding the position of Director must live and reside in the District in which he is elected. If said Director should move within the area served by the Cooperative during his term, he shall remain on the board until his successor is chosen at the next district meeting. In the event the Director moves outside the area served by the Cooperative a vacancy shall occur and the Board of Directors shall appoint a new Director. Additionally, in order to qualify as a candidate for director from a district, the candidate must sign qualifying papers at the Cooperative's main office in Houma, Louisiana during the first five working days of February. The qualifying papers shall be returned to Cooperative's main office.

All applicants attempting to qualify for director will be notified within forty-eight (48) hours of the close of the qualifying period that they do or do not qualify. Written reasons will be submitted for any rejection upon request.

In order to qualify for the Board of Directors, any candidate for election to the Board shall be not more than 45 days in arrears regarding any indebtedness or any electric bill owed to the Cooperative. In the event said candidate is a majority stockholder in a corporation which likewise shall be indebted to the Cooperative by being more than 45 days in arrears on any indebtedness or any electric bill, then that person shall not so qualify as a candidate to be a member of this Board. Further, if any Board member, once elected, becomes indebted for any electric bill or otherwise for more than 45 days, or any corporation in which he owns a majority of stock becomes indebted to the Cooperative for its electric bill or otherwise for a period of more than 45 days, in arrears, then that Board member must resign from the Board of Directors at the end of any 45 day period; provided, in the event of a Board member being asked to resign, he will be given thirty (30) day's additional written notice; provided, further, any party affected by the foregoing may make arrangements with the Cooperative to pay any arrearages on a workout plan approved by the Board so as to remain a member in good standing and thus eligible to be either a candidate for election to the Board or to remain on the Board. *(Amended at a meeting of the membership held on April 28, 1988.)*

*(Amended at a meeting of the membership held on April 10, 1992).*

(C). Blood relatives of employees of the Cooperative shall not be permitted to qualify and run for the Board of Directors. Blood relatives are defined as direct ascendants, descendants and collateral relations; that is, mother, father, son, daughter, grandfather, grandmother, brother, sister, aunt and uncle. *(Amended at a meeting of the members held on April 26, 1984.)*

**SECTION 4(A) NOMINATION AND ELECTION OF DIRECTORS.** Not less than twenty (20) days prior to any meeting in which directors are to be elected, the Board of Directors shall serve notice of a separate meeting of the members of each district from which directors will be elected to be held at a suitable place in such district for the purpose of selecting a director to represent such district and the members located within such district, the notice of such meeting shall be delivered to each member located in such district in the same manner as provided in Section 3, of Article III, and shall indicate the district to which such member belongs. The notice shall state names of the persons running for director and shall state the exact time and place of the meeting. The meeting shall, however, be opened for discussion of any other matters pertaining to the business of the Cooperative, regardless of whether or not such matters were listed in the notice of the meeting; and recommendations with respect thereto may be submitted to the Board of Directors of the entire membership.

The district meeting shall be called to order by the director representing the district or by another designated representative of the Board of Directors, or in his absence, by any member residing within the district. The members shall then proceed to elect a chairman, who shall be someone other than a director, and who shall appoint a secretary to act for the duration of the meeting. Forty members residing in the district shall constitute a quorum. Members must be present to vote. In the event no quorum exists at the district meeting, the election from that district will be held at the regular annual meeting. However, only members from any district lacking a quorum at the district level would be allowed to constitute a quorum for that district (a quorum being a minimum of 40 members) at the annual meeting and vote for the candidate(s) who previously qualified for director as provided for herein. It will not be necessary for there to be a quorum at the regular annual meeting to conduct the district election, provided that district have a quorum of at least 40 of its members present at the regular annual meeting. *(Amended at a meeting of the membership held on April 28, 1988.)*

**SECTION 4(B). ELECTION OF DIRECTORS.** Nominations for directors shall not be allowed from the floor at the district meeting. The election for directors from the various districts shall take place at least twenty (20) days and not more than forty-five (45) days prior to the annual meeting and newly elected directors shall take office and be sworn in at the annual meeting. Notice of the time for directors to qualify as a candidate for director from a district shall be given to the members at least ten (10) days prior to the time of qualification. *(Amended at a meeting of the membership held on May 29, 1986.)*

**SECTION 4(C). PROCEDURE FOR VOTING FOR DIRECTORS.** The Board of Directors is authorized and directed to enact policies to insure and protect the sanctity of the ballot at all elections for members of the Board of Directors. Voting shall be by secret ballot and can be by voting machine or by ballot box. No member or employee of this Cooperative shall be authorized to fill out the ballot of another member or assist another member with his or her ballot. If a member needs assistance in casting his ballot, this assistance may only be furnished by a person designated to do so by the Board of Directors of this Cooperative and approved by the candidates in the election. After a member has received his official ballot he shall be directed forthwith to the ballot box to cast his vote. No unauthorized persons shall be in the voting area during the time that members are receiving their ballots and casting their votes.

The candidate receiving a plurality of the vote shall be declared as the elected director from the district. In the event there are more than two candidates and the top