

BYLAWS
Florida Reliability Coordinating Council, Inc.

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**BYLAWS OF
THE FLORIDA RELIABILITY COORDINATING COUNCIL, INC.**

ARTICLE I

Membership

Section 1.1 Eligibility and Purpose.

(a) “**Membership**” in the Florida Reliability Coordinating Council, Inc. (“**FRCC**”) is open to any entity that satisfies the criteria for membership specified in Sections 1.2 or 1.3.

(b) The purpose of FRCC shall be to engage in certain “**Member Services Activities**,” under which it provides, coordinates, or administers a variety of services relating to the planning and operation of the bulk power system in the “**FRCC Region**” (defined as peninsular Florida east of the Apalachicola River) for or on behalf of its Members. Member Services Activities are specified in the “**Business Plan and Budget**” approved by the Board of Directors in accordance with these Bylaws. Funding shall be as specified in Section 7.2 of these Bylaws.

(c) FRCC shall have two types of “**Members**,” as further described in Sections 1.2 and 1.3: Voting Members and Affiliate Members. To become a member, a written request for membership must be submitted to the FRCC Corporate Secretary, which must be approved by the Board of Directors.

Section 1.2 Voting Member.

(a) A “**Voting Member**” is a Member that is not an Affiliate Member, as defined in this Article, and who meets all of the following criteria for membership:

(i) has a material interest in the reliability of the bulk power system in the FRCC region;

(ii) qualifies for eligibility in one or more of the “**Sectors**” identified in this section;

(iii) agrees to comply with and be bound by these FRCC Bylaws (“**Bylaws**”) and other rules and regulations adopted by the FRCC Board of Directors, by execution of the most current approved form of Member Agreement (“**Member Agreement**”), as set forth in Appendix A to these Bylaws or such other form of Member Agreement as may be approved by the Board of Directors; and

(iv) meets the financial and other obligations set forth in these Bylaws and the Member Agreement.

(b) A Voting Member must qualify for one of the Sector classifications, as defined in these Bylaws.

(i) For purposes of the following Sector classifications, “**Load Serving Entity**,” whether standing alone or as part of another specified term, shall mean an entity that provides electric service to persons or entities other than the Load Serving Entity itself that purchase such service for their own use and not for resale.

(ii) Voting Members shall be classified into one of the following Sectors, based on the primary nature of its activities in Florida Region:

(1) **“Suppliers Sector”** - The Suppliers Sector shall be open to entities who engage in wholesale power marketing transactions in the FRCC Region, or generating entities that are included in the NERC Compliance Registry as generation owners or generation operators for facilities in the FRCC Region, or that own or are developing generation greater than 20 MW (single unit, which may include solar) located within the FRCC Region, which entities also meet any of the following: (1) have FERC-approved market-based rate authority, or (2) are an exempt wholesale generator, or (3) are a facility selling output pursuant to a power purchase agreement (including fuel conversion arrangements), or (4) are a FERC-approved Qualifying Facility.

(2) **“Non-Investor Owned Utility Wholesale Sector”** – The Non-Investor Owned Utility Wholesale Sector shall be open to generation and transmission cooperatives and municipal joint action agencies that sell electricity to non-investor owned Load Serving Entities with native load in the FRCC Region.

(3) **“Load Serving Entity Sector”** – The Load Serving Entity Sector shall be open to Load Serving Entities that are not investor owned and that generate less than 25% of its energy requirements for retail sales or have an annual Full Requirements Energy for Load (**“FREL”**) of 1800 GWH or less in the FRCC Region.

(4) **“Generating Load Serving Entity Sector”** – The Generating Load Serving Entity Sector shall be open to Load Serving Entities that are not investor owned, and generate at least 25% of their energy requirements for retail sales, and - have an annual FREL greater than 1800 GWH in the FRCC Region.

(5) **“Investor Owned Utility Sector”** - The Investor Owned Utility Sector shall be open to Investor owned utilities generating and serving retail native loads greater than 15,000 GWH in the FRCC Region.

(6) **“General Sector”** – The General Sector shall be open to persons or entities that take delivery of energy within the FRCC Region not purchased for resale, agents or associations representing groups of such entities that are commercial or industrial entities, agents or advocate groups representing small customers, and other persons or entities owning assets or engaging in commercial activities in the FRCC Region.

Section 1.3 Affiliate Member.

(a) An **“Affiliate Member”** is defined as an entity that:

(i) otherwise qualifies as a Voting Member pursuant to Section 1.1 and 1.2,

(ii) is an Affiliate of a Voting Member, and

(iii) agrees to comply with and be bound by these Bylaws and other rules and regulations adopted by the FRCC Board of Directors, by execution of the most

current approved form of Member Agreement, as set forth in Appendix A to these Bylaws or such other form of Member Agreement as may be approved by the Board of Directors.

(b) For purposes of these Bylaws, being an “**Affiliate**” shall mean

(i) that a Voting Member controls, is controlled by, or is under common control with, such Affiliate Member, or

(ii) for any exempt wholesale generator, as defined the Public Utility Holding Company Act of 2005, as amended, the meaning provided in Section 214 of the Federal Power Act.

(c) Affiliate Members shall have no right to vote on any matter, nor any right to be elected or appointed to the Board. Except as to funding, Affiliate Members shall be bound by the same obligations as Voting Members of FRCC. Questions as to whether an entity is an Affiliate of a Voting Member shall be resolved by the Board.

Section 1.4 New Members.

The Board shall review and act upon applications for Membership. Prior to approving Membership, the Board shall determine whether at the applicant complies with the eligibility criteria set forth in this Article based on the information supplied by the applicant.

Section 1.5 Membership Commitment.

Each Member of the FRCC shall be required to execute a Membership Agreement, as applicable, in the most current approved form.

Section 1.6 Obligations.

(a) Each Member of the FRCC shall promote, support, and comply with the purposes and policies of the FRCC as set forth in its Certificate of Incorporation, Bylaws, and other documents governing the activities of FRCC identified in the Bylaws.

(b) Each Member of the FRCC shall appoint a representative as provided herein to receive notices from the FRCC and shall give to the FRCC Chief Executive Officer (“**CEO**”) in writing (signed by a duly authorized representative of the Member) the name, business address and electronic address of the person thus appointed (the “**Delegate of Record**”). A Delegate of Record who is unable to attend a meeting may designate, in writing, alternate(s) or a proxy to act on behalf of the Member, as authorized in these Bylaws.

Section 1.7 Participation.

(a) For purposes of these Bylaws, an entity and all of its Affiliates shall be considered one “**Entity**.” No Entity shall simultaneously hold more than one Voting Member status, have more than one voting representative on a Standing Committee, or fill more than one seat on the Board.

(b) An Entity may join FRCC in any Sector in which it qualifies for Membership, provided that an Entity may join as a Voting Member in only one Sector. In the event that an Entity qualifies for more than one Sector, such Entity may join such other Sectors as an Affiliate Member upon payment of any applicable Affiliate Member Annual Fees in accordance with Article VII, Section 7.2(b)(ii) for each Sector in which such Entity desires to participate as an Affiliate Member. Once an Entity has elected to be a Voting Member of one Sector, the Entity must continue to vote in that Sector for a minimum of one (1) year. If, at any point, it is determined that an Entity no longer meets the qualifications for the Sector it selected, the Entity may not vote in that Sector; however, that Entity may then immediately elect to become a Voting Member in any Sector for which it does qualify. Questions as to whether an Entity meets the qualifications of a Sector shall be resolved by the Board.

(c) A Member in “**Good Standing**” is one that

(i) meets all qualifications for Membership as provided in these Bylaws,

(ii) is not in arrears for payment of any applicable annual fees for Membership or payment of any other fees owed to FRCC (unless such payment is being disputed in good faith), and

(iii) has not been found by a court to be in breach of any contract with FRCC.

(d) Subject to the requirements of these Bylaws and the Articles of Incorporation, only a Voting Member in Good Standing will be entitled to vote on matters submitted to a vote of the Voting Members.

(e) Members that are not in Good Standing are not entitled to vote on any matter until they have regained Good Standing status.

ARTICLE II

Member Meetings

Section 2.1 Annual Meeting of Voting Members.

Voting Members shall meet at least annually on a date and at a place to be established by the Board (“**Annual Meeting**”). The Voting Members from each Sector shall elect, by majority vote and with each Voting Member having one (1) vote, Directors and, if desired, Alternate Directors, who will represent their Sector on the Board. The Voting Members shall conduct such other business as may be properly brought before them. The Annual Meeting shall be open to Voting Members, Affiliate Members, and such other invitees as the Board may deem appropriate.

Section 2.2 Special Meetings.

(a) A “**Special Meeting**” of the Voting Members, unless otherwise prescribed by the laws of the State of Florida, or by the Articles of Incorporation, may be called for any purpose(s) either by the Chair of the Board or upon request of six (6) or more Voting Members representing three (3) or more Sectors.

(b) A notice stating the place, date, hour, and agenda for the Special Meeting shall be sent not less than three (3) business days before the meeting by electronic means to all eligible to attend using the electronic address specified in accordance with Section 1.7(b). The notice shall also state the purpose or purposes of the proposed Special Meeting, which shall be included as part of an agenda to be distributed with the Notice.

Section 2.3 Place and Manner of Meetings.

Meetings may be held in-person, by telephone conferencing, video conferencing, or by other means enabling all participants in the meeting to communicate with each other. All in-person meetings shall be held at or near the principal office of the FRCC in Tampa, Florida, or at such other place as shall be determined from time to time by the Board.

Section 2.4 Notice of Meetings.

(a) Notice of the Annual Meeting or any regular meeting of the Voting Members shall be sent by mail or electronic means to each Voting Member’s Delegate of Record at the business or electronic address on record at least ten (10) business days before the date of the meeting. The notice shall set forth a proposed agenda for the meeting, but any matter may be considered and acted upon at any meeting, whether or not the matter was listed in the proposed agenda, if addition of the item to the agenda is approved at the meeting by the vote of the eligible Voting Members whose votes equal 60% or more of the sum of the total current membership voting strength; provided, however, that at least three (3) Sectors are represented in the affirmative. Meetings may be held at any time without notice if all of the eligible Voting Members are present, or if those not present waive notice in writing either before or after the meeting.

(b) The record date for determining Voting Members entitled to notice shall be one (1) month prior to the meeting date.

Section 2.5 Quorum.

Representation at any meeting of Members of more than 50% of the Voting Members shall constitute a quorum for the transaction of business at such meeting; provided, however, that in each case at least four (4) Sectors are represented.

Section 2.6 Voting.

Voting by Voting Members shall be by the six (6) Sectors as defined in Section 1.2, except as otherwise provided herein. Each Voting Member within a Sector has one non-divisible vote. Each Sector shall have a “**Sector Vote**” in proportion to the voting rights specified in Section 3.2(d), which is to be split into an affirmative and a negative component, in the proportion that

each component bears to the total votes of the current Voting Members within that Sector. Action by the Voting Members shall require affirmative Sector Votes greater than 6.5.

Section 2.7 Action without Meeting.

Any action that may be taken at a meeting of the Voting Members may be taken without a meeting if consent in writing, setting forth the action so to be taken, shall be signed by all Voting Members eligible to vote in such meeting before the action is taken.

Section 2.8 Remote Attendance.

Any Member otherwise eligible may participate in any meeting by telephone, videoconference communications equipment, or other means enabling all persons participating in the meeting to communicate with each other. A Member participating in a meeting by such means shall be deemed present in person at such meeting.

Section 2.9 Termination of Members.

(a) A Member may be terminated for non-payment of fees or monies due FRCC as provided in Section 7.3, for a significant violation of obligations as set forth in Section 1.6, or for failure to remain in Good Standing. The Board may, by resolution, establish a fair and reasonable procedure to terminate a Member.

(b) A Member whose membership has been terminated shall be liable to FRCC for fees and any other monies due FRCC as a result of obligations incurred or commitments made prior to termination.

Section 2.10 Withdrawal.

Any other provision of these Bylaws notwithstanding, any Member may withdraw from participation in the activities of FRCC at any time upon written notice to the CEO, whereupon it shall cease to be a Member and shall cease to be entitled or obligated to participate in the activities of the Board, Standing Committees, or any subcommittees, and shall have no further obligations as a Member; provided, however, that if such notice is given more than thirty (30) days after such Member's receipt of its statement of fees and expenses for a fiscal year, the Member shall be obligated to pay its fees and other monies due to FRCC for the full fiscal year within which such termination is effective.

Section 2.11 Reinstatement.

A former Member shall be required to apply for Membership. The Board may reinstate Membership on any reasonable terms that the Board deems appropriate.

Section 2.12 Property Ownership and Control.

Subject to applicable laws, rules, regulations, agreements, and FRCC protocols, each Member shall retain sole control of its own facilities and the use thereof, and nothing in these Bylaws shall require a Member to construct or dedicate facilities for the benefit of any other electric system or allow its facilities to be used by any other Member or to construct or provide any facilities for its own use, and nothing herein shall be deemed to impair the ability or right of any Member to take such actions or to fail to act, as it deems necessary or desirable, with respect to the management, extension, construction, maintenance and operation of its own facilities, present and future. A Member has no interest in the property of FRCC and waives the right to require a partition of any FRCC property.

ARTICLE III

Board of Directors

Section 3.1 Powers.

The affairs of FRCC shall be managed by the Board of Directors (the “**Board**”). The Board may exercise all such powers of the FRCC and do all such lawful acts and things as are not prohibited by the laws of the State of Florida, the Federal Power Act, the Articles of Incorporation, or these Bylaws.

Section 3.2 Number, Election, Tenure, and Governance.

(a) **Election.**

(i) Directors, with the exception of the CEO, shall be elected from the Voting Members as described herein. Directors allocated to a particular Sector shall be elected by the Voting Members of such Sector by majority vote. In addition, within each Sector, Voting Members from that Sector may, by majority vote, elect additional Directors, subject to a maximum of five (5) Directors representing such Sector.

(ii) The Voting Members in a Sector may elect, by majority vote, an “**Alternate Director**” for each Director. Each Alternate Director shall be designated as an alternate for a particular elected Director of that Sector. To be eligible, an Alternate Director shall either be a direct report to the Director for which that person is the designated Alternate Director, or a senior officer or manager of the Voting Member represented by the Alternate Director.

(iii) Notwithstanding the foregoing, under no circumstance shall the total votes of the Directors or their Alternate Directors for a Sector exceed the total votes of the Directors of such Sector specified in Section 3.2(d).

(iv) Within each Sector, only Voting Members from a given Sector may elect

Directors or Alternate Directors for that Sector.

(v) Within the Load Serving Entity Sector, Director(s) representing 0.5 votes shall all be from a municipal and Director(s) representing 0.5 votes shall be from a cooperative.

(b) **Alternate Director.** In the event that a Director is unable to attend a Board meeting, his or her Alternate Director shall be vested with all the powers and duties of the Director for which he or she serves as an alternate. Unless otherwise specified, references in these Bylaws to Directors shall include any Alternate Director acting in place of a Director. If the related Director is present at a Board meeting or Board committee meeting, the Alternate Director may attend such meeting, but shall not have any vote, nor have any authority to speak on any issue, absent recognition by the chair of the meeting.

(c) **Term.** The term for all Directors and Alternate Directors shall be two (2) years. Any Director or Alternate Director may be reelected for consecutive terms, without limitation. Directors and Alternate Directors within a Sector shall have staggered terms as determined by the Sector.

(d) **Voting Rights.**

(i) Except as provided for in subsections (ii) through (iv) below, each Sector shall have no more than the number of votes as specified below:

BOARD VOTES by SECTOR:		VOTING STRENGTH (not to exceed)
1	Suppliers Sector	2.5 Votes
2	Non-Investor Owned Utility Wholesale Sector	2.0 Votes
3	Load Serving Entity Sector: <ul style="list-style-type: none"> • Municipal • Cooperative 	0.5 Vote 0.5 Vote
4	Generating Load Serving Entity Sector	3.0 Votes
5	Investor Owned Utility Sector	3.5 Votes
6	General Sector	1.0 Vote
TOTAL		13.0 Votes

(ii) Each Director, as defined in Section 3.2(a) and 3.2(b), shall have an equal proportional vote of that Sector's total voting strength. This provision shall apply separately to the municipal and cooperative Directors of the Load Serving Entity Sector.

(iii) No Director present at a meeting shall hold more than one (1) vote, regardless of the number of voting representatives absent from his or her sector, except that each Director in the Investor Owned Utility Sector may have up to 1.167 votes.

(iv) The CEO of FRCC shall not have a vote.

(e) **Limitations.** Each Director or Alternate Director serving on the Board shall be an officer, employee, or agent of a Voting Member. Unless otherwise provided in these Bylaws, a Director or Alternate Director elected to serve on the Board shall only be eligible to serve in such capacity so long as such person remains the officer, employee, or agent of said Voting Member. A Voting Member shall not have more than one (1) Director, and each Director may have no more than one (1) Alternate Director. Each Director and Alternate Director serving on the Board shall be required to sign and adhere to the FRCC Board Code of Conduct.

Section 3.3 Board Meetings.

Meetings of the Board shall be held at such times and places, within or outside the State of Florida, as may be determined by the Board Chair or by request of a majority of Directors. Meetings may be held by telephone conferencing, video conferencing, or by other means enabling all participants in the meeting to communicate with each other. The meetings of the Board shall be open to all Voting Members and such other invitees as the Board may deem appropriate. The Board may meet in closed session to discuss matters of a confidential nature, including but not limited to personnel matters, litigation, or commercially sensitive information of any person or entity.

Section 3.4 Notice of Board Meetings.

Notice of any Board Meeting shall be sent by mail or electronic means to each Director, and to each Voting Member, at such Director's and Voting Member's usual place of business at least ten (10) business days before the date of the meeting. For good cause, the Chair of the Board may, in his or her sole discretion, provide for a shortened notice period with notice of a Board Meeting provided no fewer than five (5) business days before the date of the meeting. All meeting notices shall set forth a proposed agenda for the meeting. Subject to the notice requirements of this Section, no agenda item requiring action by the Board may be added to the agenda at any Board meeting unless all Directors are present, and all agree to allow such an item to be put to a vote. Meetings may be held at any time without notice if all of the Directors of the Board are present, or if those not present waive notice in writing either before or after the meeting.

Section 3.5 Quorum.

The presence at a Board Meeting of the Directors whose votes equal 60% or more of the sum of the total current membership voting strength of the Board shall constitute a quorum for any action of the Board, provided, however, that in each case at least one Director from at least four (4) Sectors is present. If at any meeting a quorum shall fail to attend, a majority of those Directors present at the meeting may adjourn that meeting without further notice until a quorum shall attend. Once a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 3.6 Voting.

Action by the Board shall require approval of 60% or more of the sum of the total current membership voting strength of the Board.

Section 3.7 Remote Attendance.

Directors shall be deemed present and voting at a meeting of the Board if participating in the meeting by means of a conference telephone, video conferencing, or other means enabling all persons participating in the meeting to communicate with each other.

Section 3.8 Action without Meeting.

Any action that may be taken at a meeting of the Board may be taken without a meeting if consent is given prior to the taking of the action in a writing, which sets forth the action to be taken and is signed by all of the Directors eligible to participate in such action.

Section 3.9 Vacancies and Removal.

A Director may be removed with cause at any time by either (a) an affirmative vote of at least 60% of the Voting Members of the Sector that elected that Director, or (b) an affirmative vote of 75% or more of the sum of the total current membership voting strength of the Board. A Director may resign from the Board upon provision of written notice to the Secretary-Treasurer; such written notice shall be effective if provided by the Director, Alternate Director, or any officer of the Voting Member. The right to elect Directors may not be assigned, sold, pledged, or transferred in any manner. A vacancy may be filled only by the Voting Members of the Sector in which the vacancy occurs. Any Director so chosen shall hold office until his or her successor is duly elected or until his or her earlier resignation, ineligibility, or removal.

Section 3.10 Board Officers.

At the Board meeting that immediately follows the Annual Meeting of the Voting Members (or, with respect to election of a replacement officer pursuant to Section 3.12, at any regular or special meeting described in Section 3.3), the Board shall elect from the Directors (excluding for these purposes the Alternate Directors) a Chair, Vice-Chair, and Secretary-Treasurer, all of whom shall be the officers of FRCC. No two (2) officers of FRCC shall be officers, employees, or agents of Voting Members of the same Sector or its Affiliates. The CEO of FRCC may not be elected to act as Chair, Vice-Chair, or Secretary-Treasurer.

(a) **Term of Office.** Each officer of the Board (other than a replacement officer pursuant to Section 3.12, who shall be elected to complete the term of the officer he or she is replacing) shall hold office for two (2) fiscal years and until his or her successor is duly elected and qualified.

(b) **Removal of Officers.** Any officer of the Board may be removed from office with or without cause at any time by the affirmative vote of 70% of the sum of the total current membership voting strength of the Board.

(c) **Compensation.** There shall be no compensation paid to any officer of the Board of FRCC.

Section 3.11 Responsibilities of Board Officers

(a) **“Chair.”** The Chair shall serve as the Chair of the Board. The Chair shall preside at all meetings of the Members and Board. The Chair shall be responsible for the preparation of the agenda for all meetings of the Members and Board. The Chair shall also be a member of, and preside over, the Personnel and Compensation Committee described in Section 4.2.

(b) **“Vice Chair.”** The Vice Chair shall, in the absence or disability of the Chair, perform the duties and exercise the powers of the Chair, subject to the provisions of Section 3.11(a), and shall perform such other duties and have such other powers as the Board may from time to time assign. The Vice Chair shall be a member of the Personnel and Compensation Committee described in Section 4.2.

(c) **“Secretary-Treasurer.”** The Secretary-Treasurer shall be responsible to assure that FRCC staff has adequate procedures to distribute the agenda of the meetings of the Voting Members and the Board, keep the minutes of the proceedings of said meetings, and maintain the financial books and records of FRCC, including disbursement of the funds of FRCC in accordance with the authorized annual budget. The Secretary-Treasurer shall be a member of the Personnel and Compensation Committee described in Section 4.2. The Secretary-Treasurer shall also serve as Chair of the Corporate Compliance, Finance, and Audit Committee described in Section 4.1.

Section 3.12 Vacancy.

Any vacancy in a Board of Director officer occurring for any reason shall be filled as specified in Section 3.10.

ARTICLE IV

Board Committees

Section 4.1 Corporate Compliance Finance and Audit Committee

(a) There shall be a **“Corporate Compliance, Finance and Audit Committee”** whose purpose shall be to assist the Board in fulfilling its oversight responsibilities concerning:

- (i) the integrity of FRCC’s financial statements,
- (ii) the annual independent audit process,
- (iii) FRCC’s systems of disclosure controls and procedures and internal accounting and financial controls,
- (iv) the qualifications, independence, and performance of FRCC’s internal and independent external auditors,
- (v) FRCC’s compliance with legal and regulatory financial requirements,
- (vi) FRCC’s policies and procedures for risk assessment and risk management,

(vii) FRCC’s ethics policy, and

(viii) FRCC’s budget process.

(b) The Corporate Compliance, Finance and Audit Committee shall engage a certified public accounting firm to audit the books and accounts of the FRCC for each fiscal year.

Section 4.2 Personnel and Compensation Committee

There shall be a “**Personnel and Compensation Committee**” whose purpose shall be to oversee the compensation of the FRCC CEO and vice-presidents. The Personnel and Compensation Committee shall be composed of the Officers of the Board plus the immediate past Board Chair. There shall be no proxies permitted for Personnel and Compensation Committee members.

ARTICLE V

Chief Executive Officer

Section 5.1 CEO.

The Board shall hire a CEO who, under the Board's direction, shall carry on the general affairs of the FRCC. The CEO shall be a member of the staff of FRCC and shall be a non-voting Director. It shall be the CEO's duty to approve the expenditure of the monies appropriated by the Board in accordance with the Budget approved by the Board. The CEO shall make an annual report and periodic reports to the Board concerning the activities of FRCC. The CEO shall serve as president of FRCC. The CEO shall comply with all directives of the Board. All agents and employees shall report, and be responsible, to the CEO. The CEO shall perform such other duties as may be determined from time to time by the Board.

ARTICLE VI

Standing Committees

Section 6.1 Standing Committees, Generally.

There shall be a Planning Committee and an Operating Committee (collectively, “**Standing Committees**”), and such other committees, subcommittees, and task forces as the Board may appoint when deemed necessary to carry out the purposes of the FRCC. Unless otherwise specified by the Board, neither the Standing Committees nor any other committee(s), subcommittee(s), and/or task force(s) shall be committees of the Board, and they shall have no authority to take action otherwise reserved to the Board.

Section 6.2 Planning Committee.

(a) The “**Planning Committee**” is a Standing Committee that shall carry out activities on behalf of the Members. The Planning Committee shall report directly to the Board and is charged with the responsibility of promoting the reliability of the bulk power system in the FRCC Region, and assessing and encouraging generation and transmission adequacy. The Planning Committee may establish subcommittees, working groups, and task forces as directed by the *Rules of Procedure for FRCC Standing Committees*.

(b) Each Member may appoint one (1) representative, plus one or more alternate representatives, who shall, without any further action required by the Member or representative, be empowered to serve on the Planning Committee and vote on behalf of the Member. Each Member shall be entitled to only one vote, even if the Member has more than one alternate representative designated and/or in attendance at any meeting of the Planning Committee. Where there is more than one alternate representative designated and/or in attendance at a meeting of the Planning Committee, the alternates shall be responsible to identify to the Chair of the Planning Committee, in advance of the meeting, which of the alternates shall be entitled to vote.

(c) The meetings of the Planning Committee shall be open to all Members and such other invitees as the Planning Committee may deem appropriate.

Section 6.3 Operating Committee.

(a) The “**Operating Committee**” is a Standing Committee that shall carry out activities on behalf of the Members. The Operating Committee shall report directly to the Board and is charged with responsibility for the reliable operations of the bulk power system in the FRCC Region through coordination activities of operations and maintenance. The Operating Committee may establish subcommittees, working groups, and task forces as directed by the *Rules of Procedure for FRCC Standing Committees*.

(b) Each Member may appoint one (1) representative, plus one or more alternate representatives, who shall, without any further action required by the Member or representative, be empowered to serve on the Operating Committee and vote on behalf of the Member. Each Member shall be entitled to only one vote, even if the Member has more than one alternate representative designated and/or in attendance at any meeting of the Operating Committee. Where there is more than one alternate representative designated and/or in attendance at a meeting of the Operating Committee, the alternates shall be responsible to identify to the Chair of the Operating Committee, in advance of the meeting, which of the alternates shall be entitled to vote.

(c) The meetings of the Operating Committee shall be open to all Members and such other invitees as the Operating Committee may deem appropriate.

Section 6.5 Rules of Procedure for Standing Committees.

The Standing Committees shall determine a unified set of Rules of Procedure, provided that quorum, voting rights, and voting shall be as specified in Sections 6.6 and 6.7. Such Rules of Procedure shall be approved by the Board. All action by any Standing Committee shall be reported as prescribed herein and shall be subject to revision, alteration, and approval by the Board.

Section 6.6 Quorum.

Representation at any Standing Committee meeting by at least three (3) Sectors, comprising 60% or more of the total voting strength of the Standing Committee, shall constitute a quorum for the transaction of business at such meeting.

Section 6.7 Voting.

(a) Each voting representative present at any Standing Committee meeting shall be assigned a vote equal to the voting strength of his or her Sector, as provided in Sector Votes chart below, divided by the number of voting representatives present in that Sector, as follows:

STANDING COMMITTEE VOTES by SECTOR:		VOTING STRENGTH (not to exceed)
1	Suppliers Sector	2.5 Votes
2	Non-Investor Owned Utility Wholesale Sector	2.0 Votes
3	Load Serving Entity Sector: <ul style="list-style-type: none">• Municipal• Cooperative	0.5 Vote 0.5 Vote
4	Generating Load Serving Entity Sector	3.0 Votes
5	Investor Owned Utility Sector	3.5 Votes
6	General Sector	1.0 Vote
	TOTAL	13.0 Votes

(b) No voting representative present at a meeting shall hold more than one (1) vote, regardless of the number of voting representatives absent from his or her Sector; except that a voting representative of the Investor Owned Utility Sector may have up to 1.167 votes.

(c) Any action by a Standing Committee shall require an affirmative vote equal to or greater than 60% of the total eligible voting strength of the Standing Committee.

Section 6.8 Meetings.

Regular meetings of the Standing Committees shall be held at such times and places, within or outside the State of Florida, as may be determined by the Standing Committees. Special meetings of the Standing Committees may be called by the Chair or upon the request of representatives from three (3) different Sectors. Regular or special meetings may be held by telephone conferencing, video conferencing, or by other means enabling all participants in the meeting to communicate with each other.

ARTICLE VII

General Provisions

Section 7.1 Budget.

The Board shall annually adopt a budget for the FRCC for administrative expenses of the FRCC, including salaries, and for the costs associated with the various committees, subcommittees, professional services, projects, and studies. The budget may be amended from time to time during the fiscal year as determined by the Board.

The Board shall approve the scope and funding of the budget in accordance with the provisions of these Bylaws. The funding for special projects approved by the Board may be based

on a special funding, with an equitable allocation of the costs for the special project as approved by the Board.

Section 7.2 Funding.

(a) Funding of the budget shall be through an allocation of costs to all Voting Members in accordance with the provisions of Sections 7.2(b)-(c) herein.

(b) **Voting Member Allocations.** The allocation for Voting Members shall be based on the following calculation: $\text{Voting Member Allocation} = 0.25 (1/N) + 0.25 (B/C) + 0.25 (D/E) + 0.25 (F/G)$.

(i) For the purposes of this calculation, the following factors and definitions shall apply:

N = Total number of Voting Members;

B = Voting Member's previous-year Full Requirements Energy for Load* within the FRCC;

C = Total of Factor B for all Voting Members;

D = Voting Member's Net Summer Generating Capacity** within the FRCC Region as of December 31 of the previous year, as defined in the FRCC Load and Resource Plan;

E = Total of Factor D for all Voting Members;

F = Sum of Circuit Miles of Transmission Facilities*** (69kV and above) of Voting Members within the FRCC Region times the respective operating voltage as of December 31 of the previous year; and

G = Total of Factor F for all Voting Members;

provided, however, that in no event shall any Voting Member's Allocation be less than \$20,000 per annum.

***Full Requirements Energy for Load ("FREL"):** The net electrical energy requirements of the Voting Member's electric system, and the net electric energy requirements of all full requirements customers of the Member, except if a full requirements customer of a Member joins FRCC. In such case, the electrical energy requirements of such full requirements customer will only be counted for the funding calculation for that Services Member who is the full requirements customer, and not for the Member who is the supplier of the full requirements. There should be no double counting of FREL between Members.

****Net Summer Generating Capacity:** The maximum summer rated capacity, modified for ambient limitations that a generating unit can sustain over a specified period, less the capacity used to supply the demand of station service or auxiliary needs. For jointly owned units, the Net Capacity will be allocated based on the ownership share of each Member who is a joint owner, unless otherwise mutually agreed by the joint owner Members.

*****Circuit Miles of Transmission Facilities:** The distance (following the path of transmission facility) in miles between substations or switching stations times the number of circuits at the same voltage level. For jointly owned transmission facilities, the Circuit Miles of Transmission Facilities will be allocated based on the ownership share of each Member who is a joint owner, unless otherwise mutually agreed by the joint owner Members.

(c) **Affiliate Members.** The fee for an Affiliate Member shall be \$5,000 per annum.

Section 7.3 Payment of Fees.

A membership fee shall be due and payable concurrent with the submission of the written application for membership. The initial membership fee shall be prorated on an annual basis depending upon the quarter in which a Member joins. Thereafter, membership fees shall be due and payable on or before January 1 of each year or in installments as determined by the Board. The FRCC shall notify, in writing, any Member who is delinquent in the payment of any applicable membership fee. The notice shall provide a time certain, not to exceed thirty (30) days from the date of the written notice, during which any such delinquency may be cured. Failure to cure a delinquency within the stated time will result in the loss of all membership rights and designations. In the event of an uncured lapse in the payment of a fee, membership in the FRCC shall be terminated.

Section 7.4 Staff.

The FRCC shall employ a staff, including the CEO, to carry out the objectives of the organization.

Section 7.5 Expenses.

The personal expenses of each Member, Delegate of Record, Director, and Alternate Director participating in the activities of the FRCC and its committees and subcommittees shall be borne by the Member on whose behalf such person is acting, unless determined otherwise by the Board.

Section 7.6 Indemnification.

The FRCC shall indemnify and hold harmless, to the maximum extent permitted by law, any Member, Director, Alternate Director, Member representative, agent, officer or employee of the FRCC and the heirs, estates, successors or assigns of any of them, from any and all claims or liabilities, including costs or attorneys' fees for defending against assertion of any such claim or liability, arising from any act or failure to act of such person for, on behalf of, or at the direction of the FRCC, unless such act or failure to act constituted a willful violation of state, federal or local law, willful misconduct, or gross negligence. With the approval of the Board, the FRCC may reimburse costs, attorneys' fees, and other expenses for defending against assertions of any such claims or liabilities prior to the final disposition of any such proceeding. The foregoing rights to be indemnified, held harmless, or reimbursed shall not operate in derogation or prohibition of any other rights which the person indemnified, held harmless or reimbursed may have. The FRCC, by vote of the Board, shall purchase insurance against all or any part of the liabilities which may be incurred by the FRCC and may cause the FRCC to indemnify and hold harmless as and to the

extent it may deem appropriate such other person or persons as it may deem appropriate.

Section 7.7 Fiscal Year.

The fiscal year of the FRCC shall be the twelve (12) month period of January 1 through December 31.

Section 7.8 Depositories.

All funds of the FRCC shall be deposited in the name of the FRCC in such bank(s) or other financial institutions as the CEO shall from time to time designate and shall be drawn out on checks, drafts or other orders signed on behalf of the FRCC by such person or persons as the Board shall from time to time designate.

ARTICLE VIII

Amendments

Section 8.1 Amendments.

Subject to the provision that no amendment to these Bylaws may limit the rights of a Member to resign from Membership, these Bylaws may be amended, altered, or repealed through the following procedure:

(a) Any Voting Member may suggest amendments to these Bylaws. Such suggestions must include a proposed amendment and any necessary supporting documents. They should be sent to the CEO for placement on the agenda for a Board meeting in the time and manner prescribed by the Board.

(b) If the proposal is approved by the Board, the Board shall place the proposal on the agenda of either the next Annual Meeting of the Voting Members, or at a Special Meeting of the Voting Members called for the purpose of considering amendments to these Bylaws.

(c) Voting Members shall vote to enact the Board-approved amendment in accordance with these Bylaws.

(d) The Board may approve amendments to the attached Membership Agreement at any time.

Section 8.2 Review of Governance.

The Board shall appoint a task force to review these Bylaws and to submit recommendations to the Board on necessary amendments, at the discretion of the Board, or if any of the following events occurs:

(a) FERC approves a Regional Transmission Organization of any type to operate in the FRCC Region, or

(b) Any federal or state legislation or regulatory action significantly alters the functions of

the FRCC.

Any task force assembled pursuant to this Section shall include representation from each Sector if the sector has members.

ARTICLE IX

Observers of the Board

Section 9.1 Observers of the Board.

The Board may invite observers as the Board deems appropriate.

ARTICLE X

Dispute Resolution Procedures

Section 10.1 Dispute Resolution.

These procedures are established for the equitable, efficient, and expeditious resolution of disputes. Except as stated in the next sentence, these procedures shall be used to resolve disputes between Members, between a Member and a consenting non-member, or between FRCC and any Member or consenting non-member (any of the foregoing being referred to hereinafter as a “party”), arising from an act or omission by FRCC, or from an act or omission by a party in its capacity as a FRCC member.

These procedures do not supersede, unless agreed to by the parties, any separate dispute resolution agreement between the parties applicable to the dispute, including, without limitation, dispute resolution procedures set forth in Members' Open Access Transmission Tariffs.

These procedures supersede the dispute resolution provisions in the *FRCC Regional Transmission Planning Process*. Multiple parties with the same or substantially similar interests may be joined in the same proceeding. The parties are strongly encouraged take part in the complete process described in this Article XI prior to initiation of judicial proceedings or the utilization of other external dispute resolution processes, but the use of any of the steps of the process in this Article XI shall not be a required condition for the initiation of judicial or regulatory proceedings or the utilization of other external dispute resolution processes. FRCC shall be involved in the administration of a proceeding as provided in section 11.5 to coordinate with the parties to facilitate the resolution of the dispute, and to provide personnel, coordination, and meeting and other facilities as specified herein.

Section 10.2 Initiation.

Any Member or FRCC (the “**Invoking Party**”) may initiate these dispute resolution procedures by making a request in writing to the President with a copy to all other parties to the dispute; provided, however, that if FRCC initiates the dispute, FRCC shall make a request in writing to the Chair, with a copy to the Vice Chair and all other parties. The copy of the dispute resolution request for each party shall be sent to and accepted by the Member representative appointed in accordance with Section 1.7 of these Bylaws. The President will inform the Board of Directors of the initiation of any dispute resolution proceedings, and the docket number, and title

assigned to the dispute. The request must contain:

- (a) a statement of the issues in dispute;
- (b) the position of the party on each of the issues;
- (c) the relief sought by the party;
- (d) an explanation of the asserted right to such relief under an applicable tariff, contract, or other legal standard or obligation;
- (e) the dispute resolution step under Section 10.3 at which the party proposes to begin; and
- (f) any proposed modifications or specific additions to the proceedings described in these Bylaws by which the dispute may be resolved.

Each person or entity identified as party to the dispute (a “**Noticed Party**”) shall submit a response to the request to the President, the Chair and Vice Chair, and each other party to the dispute (the “**Dispute Response**”). Each response shall set forth the position of the party on each of the points identified above. A party shall have 20 business days from its receipt of the request to submit its Dispute Response.

Section 10.3 Dispute Resolution Process.

The dispute resolution process described herein shall be conducted and administered in accordance with these Bylaws and such other FRCC governing documents as may be relevant to the proceedings. These dispute resolution procedures outline a step-by-step process for the resolution of disputes. Parties are permitted to skip steps in the dispute resolution process described in Section 3.4 by mutual agreement, or as specified in the procedures for each step.

Section 10.4 Resolution Steps.

The four steps in the dispute resolution process are:

(a) **Step 1—Settlement Proceeding:**

(i) Step 1 is a proceeding in which the parties shall meet in a good faith effort to resolve the dispute by mutual agreement (“**Settlement Proceeding**”). FRCC shall provide administrative support, such as making available meeting space, as requested by the parties. The parties shall be represented at settlement discussions by a person with full authority to resolve the dispute. A final resolution may be subject to corporate or regulatory or other government approvals, the requirements for which shall be disclosed by any party subject to an approval prior to agreement on a final resolution.

(ii) In the event that the parties cannot resolve their dispute in ninety (90) days from the submission of the dispute resolution request, or such later date as may be agreed to by the parties, the dispute shall proceed to the next step in the dispute resolution process. At any time after thirty (30) days from the submission of the dispute

resolution request the parties may mutually agree to end the process. Any statement relating to the dispute by any party during the course of or relating to the Settlement Proceeding may not be cited or offered into evidence for any purpose in any external proceeding by any party.

(b) **Step 2—Mediation Proceeding:**

(i) Step 2 is a proceeding to assist the parties through active participation by a mediator in joint discussions and negotiations through which the parties attempt to resolve the dispute by mutual agreement (“**Mediation Proceeding**”). The Mediation Proceeding shall be conducted by an independent mediator selected and mutually agreed upon by the parties (“**Mediator**”). A Mediator shall have no affiliation with, financial or other interest in, or prior employment with any party or any of their parents, subsidiaries or affiliates, and shall have knowledge and experience relevant to the subject matter of the dispute. In the event that the parties cannot agree on a Mediator within 10 days following the termination of the Settlement Proceeding, the President of FRCC shall select a Mediator; provided, however, that if FRCC is a party the Mediator shall be selected by the Chair, unless the Chair is an officer or employee of a party, in which case the selection shall be made by the Vice Chair. At the request of the Mediator, the parties shall be represented at a mediation session by a person with full authority to resolve the dispute. A final resolution may be subject to corporate or regulatory or other government approvals, the requirements for which shall be disclosed by any party subject to an approval prior to agreement on a final resolution.

(ii) The Mediator shall not issue specific recommendations on resolution of the dispute or otherwise opine on the merits of the dispute except at the request of the parties. A party may request the Mediator to offer his or her views on the merits or any other aspect of the dispute to that party individually on a confidential basis. Any recommendation, opinion or other statement expressed by the Mediator or any party relating to the dispute during the course of or relating to the Mediation Proceeding shall be offered solely for purposes of resolution of the Mediation Proceeding and may not be cited or offered into evidence for any purpose in any external proceeding by any party.

(iii) In the event that the parties cannot resolve their dispute in ninety (90) days from the selection of the Mediator, or such later date as may be agreed to by the parties with the concurrence of the Mediator, the dispute shall then proceed to the next step in the dispute resolution process. At any time after sixty (60) days from selection of the Mediator, the parties may mutually agree to end the process, or a party may request the Mediator to determine and declare that the Mediation Proceeding is at an impasse. If the Mediator determines that the Mediation Proceeding is not likely to result in a resolution of the dispute, the Mediator shall declare the Mediation Proceeding at an impasse, and if so the dispute shall proceed to the next step in the dispute resolution process.

(c) **Step 3—Arbitration Proceeding:**

(i) Step 3 is a non-binding arbitration in which an arbitrator or an arbitration panel shall receive evidence from each disputing party on factual matters, and hear arguments, relating to the issues in dispute, make written findings and conclusions of fact and law, and issue specific recommendations, based on those findings and conclusions, for resolution of each issue in dispute (“Arbitration Proceeding”). Initiation of an Arbitration Proceeding shall require the mutual agreement of the parties. The Arbitration Proceeding shall be conducted before a single arbitrator selected by the parties. Alternatively, the parties may agree to have the Arbitration Proceeding conducted by a panel of three arbitrators, with one designated by the Invoking Party or Parties, one designated by the Noticed Party or Parties, and a third selected by the two arbitrators designated by the parties. The parties may by mutual agreement engage a firm specializing in alternative dispute resolution to administer the Arbitration Proceeding or may invoke the assistance of the Federal Energy Regulatory Commission’s Dispute Resolution Service. Arbitrators shall have no affiliation with, financial or other interest in, or prior employment with any party or any of their parents, subsidiaries or affiliates, and shall have knowledge and experience relevant to the subject matter of the dispute. The parties shall have 10 business days after conclusion of or agreement to skip the Mediation Proceeding to select a single arbitrator, or to agree on the use of an arbitration panel and to make their respective arbitrator designations and to so notify the opposing party or parties, with the arbitrators so designated selecting the third arbitrator not later than five days after the last such designation. If the parties cannot agree on the selection of a single arbitrator, unless the parties agree otherwise the President of FRCC shall provide the parties with a list of not less than five candidates meeting the qualifications set forth above. The list shall summarize the qualifications of the candidates, by experience and education, to resolve the matters at issue. The parties shall convene a meeting or telephone conference call during which the parties shall alternate striking names from the list until a single name remains, the party with the first strike to be chosen by lot. If any person so selected is or becomes unwilling or unable to serve, the last person struck from the list shall be requested to serve. Subsequent procedures shall be determined by the arbitrator or arbitration panel, upon consideration of the recommendations of the parties, who shall seek to agree on a location for the arbitration and other procedures.

(ii) The arbitrator or arbitration panel shall issue findings of fact and law and recommendations for resolution of the dispute within ninety (90) days of appointment, unless a longer period shall be agreed to by the parties with the concurrence of the arbitrator or arbitration panel.

(d) **Step 4—Board Proceeding:**

(i) Step 4 is a proceeding conducted by the FRCC Board (Board Proceeding) to hear formal evidence on factual matters related to the issues submitted, make written findings of fact and conclusions of law, and issue a recommended award or other resolution for each issue in dispute; provided, however, that if the parties have completed an Arbitration Proceeding as specified in Step 3, the Board shall accept the arbitrator’s findings of fact except to the extent that a party demonstrates to the satisfaction of the Board that one or more findings of fact are erroneous. A party shall have 30 days from the completion of the Arbitration Proceeding to make a

submission to the Board, with copies to all parties, contending that any of the findings of fact by the Arbitrator are erroneous, and any other party shall have 15 days from its receipt of the submission to respond to any such submission. Other procedures and schedules for the Board Proceeding shall be established by the FRCC Board.

(ii) The Board shall vote on the appropriate resolution of the dispute in accordance with the voting procedures described in these Bylaws. The Board shall publish the results of the vote and issue recommendations for resolution of the issues in dispute within ninety (90) days of initiation of the Board Proceeding, or such longer period as may be agreed to by the parties, with the concurrence of the Board.

(e) Further Proceedings. After 30 days from completion of the dispute resolution steps described above, to the extent that the parties have not agreed to resolution of any issue in dispute a party may seek resolution of the dispute through one of the following proceedings:

- (i) By agreement of the parties, binding arbitration.
- (ii) A regulatory proceeding before a state or federal regulatory agency having jurisdiction of all parties and the subject matter of the dispute.
- (iii) A judicial proceeding before a court of competent jurisdiction.

Section 10.5 Administration.

(a) The following administrative procedures apply to the dispute resolution procedures described in Section 10(a)-(d):

- (i) At each step in the process, unless the parties otherwise agree the neutral person or persons conducting the dispute resolution process shall determine meeting arrangements and formats necessary to efficiently expedite the resolution of the dispute and shall notify the parties of these details.
- (ii) The parties shall seek to agree on such matters, but if after endeavoring in good faith they are unable to agree, or if they request it, the neutral authority for the proceeding shall make decisions regarding such details. The President shall assign a member of the FRCC staff to assist those responsible for conducting the dispute resolution with the administration of the process.
- (iii) If the parties resolve their dispute in a proceeding prior to the Board Proceeding, the person or persons responsible for conducting the dispute resolution process shall notify the President and the Chair of its outcome.
- (iv) After consultation with the parties and the individuals responsible for conducting the dispute resolution process to confirm the completion of the process described in that step, the President, with the concurrence of the Chair if the FRCC initiated the dispute, shall discharge the person responsible for conducting the dispute resolution process, and notify the Board of the results.

Section 10.6 Expenses.

The parties to the dispute shall share equally all costs for meeting locations, administrative costs, and travel and related expenses of FRCC staff members, Mediators or arbitrators

administering or conducting the dispute resolution process. The parties to the dispute shall also share equally all charges for time and expenses of a Mediator, an arbitrator(s), or an arbitration panel. The FRCC Controller shall, with the assistance of the FRCC staff member assigned to assist in the administration of the proceedings, account for these expenses. Each party to the dispute shall be responsible for its own costs and fees, including attorney fees, associated with participation in any of the proceedings described herein.

ARTICLE XI

Miscellaneous Provisions

Section 11.1 Headings.

The headings used in these Bylaws are for convenience and may not be considered in construing these Bylaws.

Section 11.2 Number and Gender.

All singular words include the plural, and all plural words include the singular. All pronouns of one gender include reference to the other gender.

Section 11.3 Parties Bound.

These Bylaws will bind and inure to the benefit of FRCC, any Member, Director, Member representative, agent, officer, or employee, as well as their respective administrators, legal representatives, successors, and assigns, except otherwise provided herein.

Section 11.4 Minority Positions.

Any Voting Member or Standing Committee Representative who has a minority opinion on any significant issue may present the minority opinion to the Board in a manner as prescribed by the Board.

Section 11.5 Confidentiality of Information

To the extent permitted by law, each FRCC participant (Members, Directors, Member Representatives, agents, officers or employees) must maintain the confidentiality of (1) any confidential or proprietary FRCC information disclosed or available to the participant; (2) any confidential or proprietary information of FRCC members or market participants to which the participant has access by virtue of his or her position with FRCC; (3) any confidential or proprietary information of others that has been provided to FRCC on condition of confidentiality; and (4) any information required to be held confidential per any other FRCC agreement or applicable rules (collectively, the “**Confidential Information**”). Public information developed or acquired by an Entity shall be excluded from this provision.

APPENDIX A

Voting Member Agreement - _____ Division

_____, hereby agrees to comply with and be bound by, and to
(Voting Member)
promote and support, the Florida Reliability Coordinating Council Articles of Incorporation and
Bylaws, and all acts, decisions or obligations of the Florida Reliability Coordinating Council
applicable to Voting Member taken or entered into in accordance with the foregoing documents.

(Name)

DATE: _____

WITNESS:

APPENDIX A

Affiliate Member Agreement – _____ Division

_____, hereby agrees to comply with and be bound by, and to
(Affiliate Member)

promote and support, the Florida Reliability Coordinating Council Articles of Incorporation and Bylaws, and all acts, decisions or obligations of the Florida Reliability Coordinating Council applicable to Affiliate Member taken or entered into in accordance with the foregoing documents.

(Name)

DATE: _____

WITNESS:

HISTORY OF REVISIONS

January 1998

Amended December 19, 2001

Amended March 2, 2006

Amended September 25,

2007 Amended June 27, 2008

Amended February 6, 2009

Amended February 10, 2010

Amended May 5, 2010

Amended July 26, 2011

Amended October 25, 2011

Amended May 22, 2014

Amended July 1, 2019