

Beltrami Electric Cooperative Inc.

MEMBER HANDBOOK



Account#: _____



**Beltrami Electric
Cooperative Inc.**

® Your Touchstone Energy® Cooperative 

Connecting Communities. Powering Life.

Welcome to Beltrami Electric Cooperative



Jared Echternach
President and CEO

When you applied for electric service, you became a member-owner of Beltrami Electric. Your cooperative is not-for-profit and is owned by you, the member-owner. Membership brings benefits and responsibilities that this handbook will help you understand.

Beltrami Electric Cooperative serves a 3,000-square-mile area, including Beltrami County and parts of Cass, Clearwater, Hubbard, Itasca and Koochiching counties. We provide electricity to more than 18,340 members and more than 20,000 accounts.

We encourage our members to take an active interest in their cooperative. A board of nine directors elected by the membership governs the cooperative. Beltrami Electric employees are dedicated to the safe, reliable delivery of electricity and quality service at fair and reasonable rates to you, our members. Because those we serve are also our owners, providing members with excellent service is especially important to us. Many of our employees grew up in the area and are also cooperative members. They work and play in the very communities we serve and you will see many of them active in those communities.

This handbook is designed to help you better understand what your cooperative membership can offer you, all while providing resources in one location. Inside this handbook, you will find information explaining how you can make the most of your co-op membership.

Please take a few minutes to look over this information and store it in a convenient location for future reference. Additional information can also be found on our website, www.beltramielectric.com.

If you have any additional questions, please don't hesitate to call us at **218-444-2540** or **800-955-6083**, or email us at info@beltramielectric.com.

Thanks again for being a member!



Jared Echternach
President and CEO

Beltrami Electric's Values

1

Integrity and honesty in all that we do

2

Dedication to a culture of safety

3

Leadership, innovation, and vision in pursuing our mission

4

Support or be support of our communities

5

Dedication to our employees' continual development and a commitment to their well-being

6

Accountability for all our decisions and actions with open communications

7

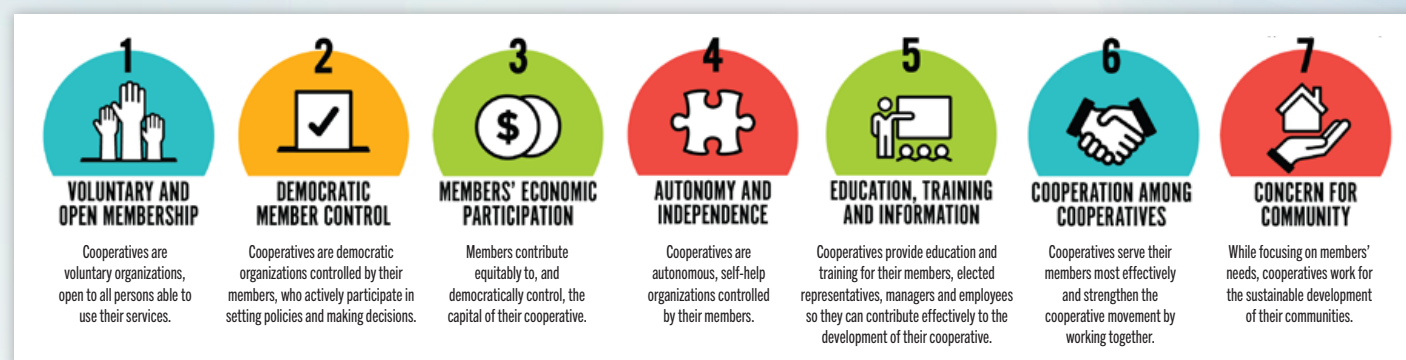
Dedicated stewardship in the management of all the resources entrusted to our care

8

Loyalty to the philosophy of cooperative ownership and adherence to cooperative principles

The Cooperative Difference

As a member of Beltrami Electric Cooperative, you are also an owner. Without you, our member-owners, there would be no cooperative. Members elect fellow members to represent them on the board of directors. The locally elected board of directors is responsible for overseeing the operations of the cooperative. Members will vote to elect three directors to the nine-member board each year, by casting a ballot via mail, online or in person at the cooperative's annual meeting. At the annual meeting, members are able to participate in informative and engaging activities, meet with cooperative staff, board of directors and attendees, and receive financial and operating reports for the cooperative's previous year. As an electric cooperative, Beltrami Electric adheres to the **7 Cooperative Principles**:



What is an Electric Cooperative?

Electric cooperatives are private, not-for-profit businesses governed by their members. Beltrami Electric Cooperative is committed to providing excellent value to our members through the safe delivery of reliable electric service, excellent member service and innovative energy solutions at fair and reasonable prices.



Member Handbook Content

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Board of Directors



Murl Nord
Secretary
District 1
Square Butte Director



Charlie Perkins
Director
District 2



Kevin Geerdes
Director
District 3



Craig Gaasvig
Director
District 4



Robert Wallner
Director
District 5



Rick Coe
Director
District 6
Minnkota Director



John Lund
Chair
District 7



Sue Kringen
Vice Chair
District 8



Sharon Lembke
Treasurer
District 9

QUICK FACTS

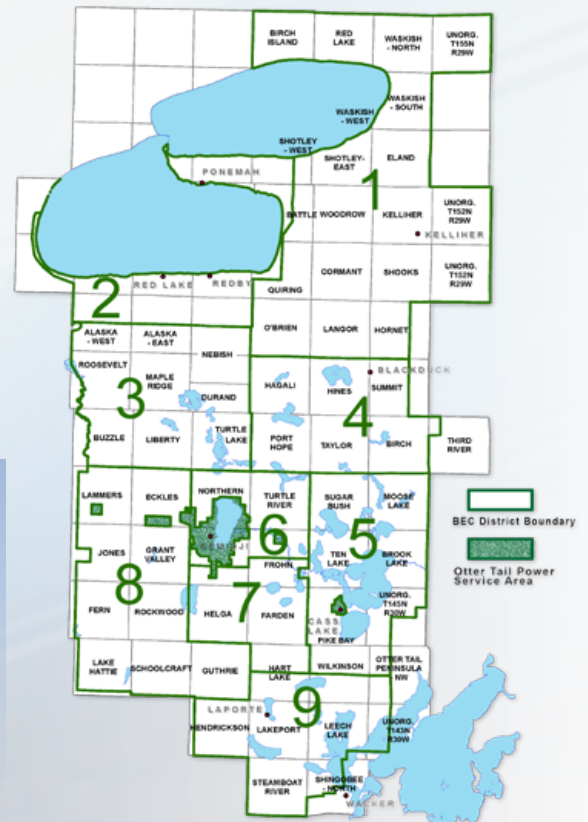
(Year-end 2023)

- Organized in 1940
- More than 18,342 members
- 3,592 miles of line
 - Underground: 75%
 - Overhead: 25%
- 64 full-time employees
- 6.6 consumers per mile of line
- 3,000-square-mile service area

Serving members in six counties:

Beltrami – Cass – Clearwater – Hubbard – Itasca – Koochiching

Beltrami Electric Service Territory



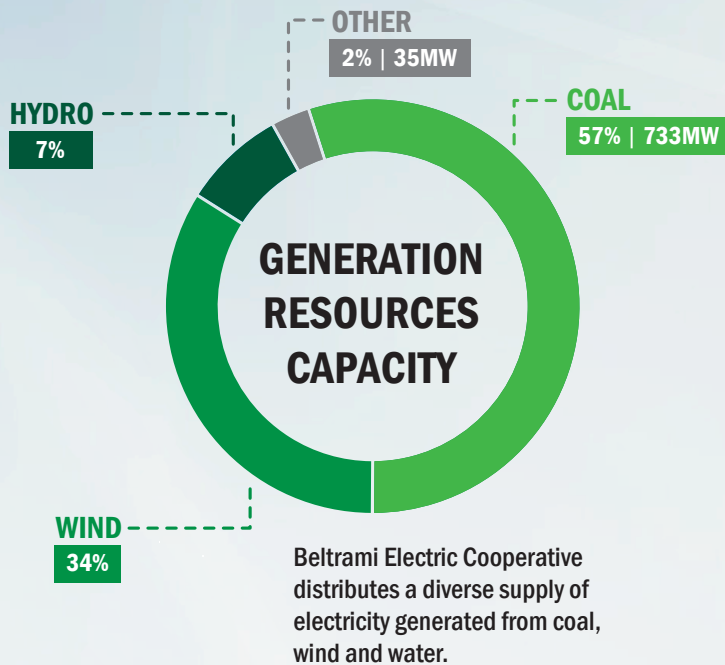
Mission

To provide excellent value to our members through the safe delivery of reliable electric service, excellent member service and innovative energy solutions at fair and reasonable prices.

Vision

That the members of Beltrami Electric Cooperative realize the benefits of their membership, as we strive to be their trusted energy partner.

Where Your Power Comes From



A Touchstone Energy® Cooperative

Our Mission

The mission of Minnkota Power Cooperative is to keep our electricity the best energy value in the region.

Cooperative Profile

Minnkota Power Cooperative, Inc. (MPC) is a regional generation and transmission cooperative serving 11 member-owner distribution cooperatives. Minnkota's service area of 35,000 square miles is located in eastern North Dakota and northwestern Minnesota. Through its generation resources, Minnkota has some of the most competitive wholesale electrical rates in the country.

Your Energy. Your Choice.



The Infinity Program allows consumers to decide how much of the electricity they purchase is generated by renewable resources. By enrolling in the Infinity program, cooperative members can choose a designated number of kilowatt-hours or percentage of electricity used that they would like to be derived from renewable resources. While it is not possible to direct where electrons are specifically delivered on the electric grid, it is possible to ensure that the renewable energy purchased is from a resource connected to the Minnkota transmission system. The record of that purchase and

the proof that it was reserved for a specific consumer is done through a renewable energy credit.



Renewable Wind

Energy is available at two levels:

Option 1: Purchase blocks of 100 kilowatt-hours for \$0.35 cents/block. For each (100 kWh) block you purchase, there is an additional charge of \$0.35 cents on your bill for renewable wind energy.

Option 2: Purchase 100% of your monthly consumption and pay an additional \$0.0035 cents per kWh on your bill for renewable wind energy.

Signing up for Infinity is easy!

Signing up takes a matter of minutes and all information is automatically incorporated into your billing statement. Members may contact us at (218) 444-2540 or (800) 955-6083 or sign up at www.beltramielectric.com/infinity-renewable-energy.

Benefits of Membership

Understanding Your Cooperative Membership

(There are three different types of membership)

SINGLE / INDIVIDUAL

- Membership is granted to one person.
- Member may serve on the board of directors, if so elected or appointed.
- Member is eligible to cast one (1) vote in the affairs of the Cooperative.
- All of the capital credits, allocated or earned, are assigned to the single/individual member.
- Upon the death of a single member, all the remaining unretired capital credits are eligible for a discounted estate retirement, provided all debt to the Cooperative is paid in full.
- A single member is exclusively responsible for payment of all bills for the service provided by the Cooperative for electric service locations under the membership record. In the event that the member is also a landlord, the member – not the tenant(s) – is responsible for payments due to the Cooperative.

JOINT

- Membership is granted equally to the co-applicants.
- Either member may serve as a director on the board of directors, if elected or appointed to do so, as long as they serve at separate times.
- Joint members are eligible to cast only one (1) vote in the affairs of the Cooperative.
- All of the capital credits, allocated or earned, are assigned in equal shares to the co-applicants.
- Upon the death of a co-applicant, the deceased member's equal share of the remaining unretired capital credits will be eligible for a discounted estate retirement, provided all debt to the Cooperative is paid in full.
- Joint members share in the responsibility for the payment of all bills for the service provided by the Cooperative for electric service locations under the membership record. In the event that the members are also a landlord, the members – not the tenant(s) – are responsible for payments due the Cooperative.

BUSINESS (CORPORATIONS, PARTNERSHIPS AND TRUSTS)

- Membership is granted to a legal entity, not a natural person.
- The Cooperative must receive a written notice from the managing board of the legal entity showing that they have authorized a named representative to represent them in the affairs of the Cooperative. This notice must be received by the Cooperative at or prior to a member meeting for the representative to be able to cast one (1) vote. The representative may represent no more than one legal entity, but may also vote if they are a member individually.
- All the capital credits, allocated or earned, are assigned to the name of the legal entity. If the legal entity is dissolved or one of the individuals in a partnership or trust dies, there is no eligibility for an early retirement of the remaining unretired capital credits.

CAPITAL CREDITS

Representing your share of ownership in the cooperative

Because electric co-ops operate at cost, any excess revenues (called margins) are returned to members in the form of capital credits.

When you become a member of the cooperative, a capital credit account is established in your name. Beltrami Electric Cooperative tracks how much electricity you purchase throughout the year.



At the end of the year, the cooperative completes financial matters and determines whether there are excess revenues (margins) after paying all expenses. The cooperative allocates the margins to members as capital credits based upon the amount each member paid for electricity that year. The allocation is added to your capital credit account and it is always yours, even if you move.



Capital Credits stay in your account and are used as a source of equity to build and maintain the electrical distribution system that delivers power to your home or business.



Each year, your board of directors carefully evaluates the cooperative's financial condition to determine if we can retire (pay) the capital credits. (Capital credits may not be retired every year)



Beltrami Electric Cooperative notifies members when capital credits are retired. Active members will see a credit applied to their bill. Former members will receive a check in the mail.



CO-OP CONNECTIONS® CARD PROGRAM

The one card that does it all!



It's absolutely free!

- As a member of Beltrami Electric Cooperative, you can receive discounts on products and services from participating local and national businesses.
- Use to save on prescriptions from pharmacies. (Similar to GoodRX)
- Simply present your card or download the FREE app to your mobile device to start saving on things like travel, hotels, dining, automotive, prescriptions and everyday needs.

For more information or to view a list of local and national deals, visit www.connections.coop



Data Privacy

Authorized Contacts

The data privacy of our members is important, and in an effort to protect it, we have an Authorized Contact Agreement form that must be signed by the member(s) in order to give out information to anyone other than the member(s). The form must be filled out in its entirety. Forms with missing or illegible information will be returned to the member to complete. Authorized contacts will not be allowed on any record that does not have a signed membership form on file. If the membership is a **JOINT** membership, the Authorized Contact Agreement must be signed by **BOTH** members.

A signed form can be returned to Beltrami Electric by mail, in person by dropping it off at the front desk/drop box or by faxing it to our office at **218-444-3676**. Members may also scan a completed form into a PDF file and email it to our office: **info@beltramielectric.com**.

- An authorized contact may make inquiries on the account they are authorized on **ONLY**. The authorized contact must provide their name, date of birth and the last four (4) numbers of their SSN over the telephone or in the office to receive account information.
- An authorized contact may not make any service status changes to an account. (Example: request for disconnect, reconnect or the transfer of service.)
- An authorized contact does not have any ownership or entitlement to the unretired capital credits on the member's account and is not financially responsible for the account.
- Authorized Contact Agreements will remain in effect until Beltrami Electric is notified by the member(s) that it is canceled.

Joint Membership

A member may also choose to add a person, such as their spouse, as a **JOINT** member on their account. In this case, Beltrami Electric will require a new membership form to be signed by both the member and the joint member. Adding a joint member entitles that person to the same rights and ownership as the primary member. Be aware that by adding a joint member, they will become financially responsible, be able to make service status changes and will acquire 50% ownership to the unretired capital credits.

Understanding the Minnesota Residential Electric Heat Tax Exemption

In the State of Minnesota, electricity sold for residential use billed between November and April is not taxable for those using electric heat as their primary source of residential heating. To qualify for this exemption, the primary source is defined as the source that supplied more heat than any other source during the heating season.

Off-Peak Meter Exemption – Members who utilize an off-peak meter should be aware that the tax exemption applies only to the electricity recorded on the off-peak meter.

Mixed-Use Buildings and Square Footage Criteria – In some instances, buildings may serve both residential and commercial purposes. However, the exemption still applies if more than 50% of the total square footage of the building is designated for residential use.

Multiple Accounts and Exemption Forms – For those with more than one electric account, an exemption form must be filed for each location individually.

Commercial Accounts and the ST3 Form – Commercial accounts must utilize the ST3 form for tax purposes, and the residential electric heat exemption does not apply to them. This differentiation ensures that the exemption is directed specifically towards residential customers.

Renewal and Compliance – The State of Minnesota recommends that residents update and resubmit exemption forms every 3 to 4 years to remain eligible for the exemption. This periodic renewal ensures that residents who genuinely rely on electric heat as their primary source of residential heating continue to receive the tax exemption. Members who receive a tax exemption for electric heat when it is not their primary source of residential heat are in violation of the sales tax law.

The Minnesota Residential Electric Heat Tax Exemption is a valuable benefit for members who rely on electric heat as their primary source of residential heating during the colder months. To apply for the residential electric heat sales tax exemption, visit **www.beltramielectric.com/forms**.



**Beltrami Electric
Cooperative Inc.**

® Your Touchstone Energy® Cooperative



4111 Technology DR NW • PO Box 488
Bemidji, MN 56619-0488
218-444-2540 • 800-955-6083

Authorized Contact Agreement

You may also find this form on our website:

www.beltramielectric.com

An AUTHORIZED CONTACT is a person you allow Beltrami Electric Cooperative to give limited account information to. They will also have the ability to schedule payment arrangements on your account. This person will not be allowed to make ANY changes to the account. (This includes requests for changes to the service status.)

To add an AUTHORIZED CONTACT(s), Beltrami Electric Cooperative must have a signed membership form on file. Please enter all of the **required** information in the fields provided. Sign and mail, fax 218-444-3676, email info@beltramielectric.com, or drop off the completed agreement to our office. (If there is a joint membership name, that person must also sign the authorized contact agreement.)

Member Name:

First

Middle Initial

Last

Last 4 of Social Security Number: - - -

Date of Birth: / /

Joint Member Name:

First

Middle Initial

Last

Last 4 of Social Security Number: - - -

Date of Birth: / /

An Authorized Contact will need to provide *their* date of birth and the last 4 of *their* SSN in order to access account information at Beltrami Electric Cooperative, Inc.

Please list the account number(s)

#1 Contact is Authorized for

Full Name of #1 AUTHORIZED CONTACT

#1 Authorized Contact Date of Birth: / /

Last 4 of Social Security Number: - - -

Contact Phone: - -

Please list the account number(s)

#2 Contact is Authorized for

Full Name of #2 AUTHORIZED CONTACT

#2 Authorized Contact Date of Birth: / /

Last 4 of Social Security Number: - - -

Contact Phone: - -

Authorized Contact Agreement forms will be used as a Third Party Notification form if one is requested during the Cold Weather Rule months.

☐ Check box to have copies of disconnect notices sent to your designated **Third Party**.

The signature(s) below grant permission to the above listed person(s) to receive limited access to information contained on the account(s) specified as well as make payment arrangements. The addition of an authorized contact does not grant any ownership to the unretired capital credits existing on membership record.

***This agreement will remain in effect until Beltrami Electric is notified in writing of it.*

Signature of Member: _____ Date: _____

Signature of Joint Member: _____ Date: _____

This Institution is an equal opportunity provider and employer.

PAYMENT OPTIONS

Beltrami Electric offers many convenient ways for members to pay.



ONLINE THROUGH SMARTHUB

Manage your account, make payments, view/pay your bill, report outages, submit service requests and more.



PAY BY PHONE 24/7

Make a payment by phone through our secure, automated system. Call 1-833-482-0322.
(You will need your account number and your PIN number)



IN PERSON

Deliver your payment to our office:
4111 Technology Dr NW, Bemidji, MN 56601
Monday - Friday, 8:00 a.m. - 4:30 p.m.
Cash, check, Visa, MC, Disc, Am Exp accepted



MONEYGRAM

Available at CVS, Luekens Village Foods, Walmart (transaction fee)
You will need: Receive Code: 15088
BEC account number



PAY NOW

Make a one-time online payment through SmartHub's PayNow. No login is required. All you need is the account number and the last name of the account holder.



AUTO PAY (RECURRING PAYMENT)

Set up automatic payments from a checking/savings account or credit card. Sign up today through SmartHub or via our Pay By Phone system by calling 1-833-482-0322.



BEC PRE PAY

An optional billing program for members to pre-pay for their electricity. Instead of receiving a bill at the end of the month for power you have already used, you have the flexibility of purchasing electricity when you want. Pay amounts that fit your budget - daily, weekly or monthly. Some restrictions apply - learn more at beltramielectric.com/prepay.



DROP BOXES

1. 24/7 drive-through location in our parking lot:
4111 Technology Dr NW, Bemidji, MN 56601
2. During business hours, located inside entryway



MAIL YOUR PAYMENT

Mail your payment to: Beltrami Electric Cooperative
P.O. Box 488, Bemidji, MN 56619-0488

Note: Payments must be received in our office by the due date to avoid a late fee.

Billing Information

Membership Fee

Federal law and the cooperative's bylaws require all consumers be members of the cooperative. The membership fee is \$50 and must be paid prior to receiving electrical service.

Deposit Fee (Residential)

A security deposit may be required for service at each location. The deposit amount is based on two times the monthly average history, provided that 12 months valid history exists. If valid history does not exist, the deposit amount shall be \$225. Existing deposit amounts may be modified based on 12-month usage history if service is disconnected for nonpayment.

The cooperative will assess a credit risk by using a credit evaluation service. If the credit evaluation identifies a member as **low** risk, the security deposit may be waived. A member with a **medium** risk profile may enroll in the Auto Pay program for a minimum of 12 months, which allows for a waived security deposit. (If the Auto Pay stops for any reason during the initial 12 months, the cooperative will assess a deposit at that time.) A member identified as a **high** credit risk will be required to make a deposit.

A credit evaluation will be completed for both names of a joint membership. If the credit evaluation identifies either name as a high risk – a deposit will be required.

Deposit (Commercial/Business)

Commercial/Business accounts will require a security deposit of two times the monthly average history provided that 12 months valid history exists. If 12 months history is not available, the deposit amount will be determined on an individual basis by Beltrami Electric management based on an assessment of credit risk involved and the size of the service.

Deposit Refunds

Interest on the amount of a held deposit is paid each year and applied to your electric bill as a credit. If you keep your bill current for one full

year, the deposit will be refunded and the credit will be applied to your electric bill. If you discontinue service, the deposit (and the \$50 membership fee) will be applied to your final bill. Any credit balance remaining will be refunded to you in the form of a check.

Monthly Billing Statements

The amount of a monthly billing statement is determined by a meter that measures the electric usage. The readings from the meter are recorded at the office through an automated reading device inside the meter. The monthly bill is due each month by its due date as indicated on the statement. If the bill is not paid by the due date, a late charge will be added to the amount owed. This also includes budget-billed amounts due that aren't paid by the due date – regardless if there is a credit on the member's account. Members with an account 30 or more days past due will receive a late notice and may be subject to disconnection.

Paperless Billing

Enroll in paperless billing today through SmartHub. SmartHub provides BEC members the convenience of receiving bill notifications electronically.

View your bill electronically and make a positive impact on the environment by minimizing the use of paper, printing and the need for energy to deliver hard copy bills. Visit our website to sign up for paperless billing through SmartHub.

Budget Billing Program

Avoid fluctuating electric bills with even monthly payments! Beltrami Electric offers a budget billing program that bills a consistent amount each month throughout the year. Members still receive a monthly statement showing their current usage and charges as well as their monthly budget amount due. (Budget-billed amounts will vary slightly each month.)

Requirements to Participate in Budget Billing

Budget billing is available to all residential members who have 12 consecutive months of their own billing history for the location they live in and they also must have a good credit rating with the cooperative. The budget billing program is not intended for past due accounts requesting payment arrangement. For more information, contact our office or visit our website.

MANAGE YOUR ACCOUNT WITH SMARTHUB.



Enrolling in SmartHub's secure account management tool makes it simple and quick to manage your account online. By utilizing SmartHub's easy-to-navigate functionality, you can easily:

- Make a one-time payment by credit card (MasterCard, VISA, Discover or American Express) or a savings or checking account
- Set up automatic payments by a savings or checking account or a credit card
- View payment and billing history
- Check your electric usage
- Receive email or text notifications (bill is available, payment reminders or usage alerts)
- Report outages
- Notify Member Services of account issues
- Schedule payments



You can sign up two different ways, either through the SmartHub website (<https://beltramielcric.smarthub.coop>) or through the app. Scan the QR code to download the free mobile app.



HOW TO READ YOUR BILL

This is a general overview of a typical residential bill statement. Your statement may have more or less items based on the service provided. If you have any questions, please call our office at 1-218-444-2540 or 800-955-6083 for further explanation.

1 Member Information:

The name on the account, bill date, and member account number.

2 Total Amount Due:

Summarizes total amount or budget amount due for service addresses included on your statement along with the due date. If you have automatic payment, it would be indicated here.

3 Message Center:

Important billing messages related to your account, notices, and events.


4 Billing Summary: A snap-shot of account activity since the last bill and is separate from the Service Summary..

5 Service Summary:

Summarizes all of the charges and credits on the current bill. If there is a balance forward from the Billing Summary, it is displayed again as it is calculated into the new total due.

6 Operation Roundup:

If you participate in the ORU program, the amount your bill was rounded up will be displayed here. To learn more, see page 18.



Beltrami Electric Cooperative Inc.
Your Touchstone Energy® Cooperative

Member Service
Office Hours: Mon - Fri 8:00 AM - 4:30 PM
Billing inquiries: (218) 444-2540
Email: info@beltramielectric.com
Web: www.beltramielectric.com

Page 1 of 2

1 MEMBER NAME

Bill Date: 08/23/2024
Account Number: 1234567

**JOHN DOE
JANE DOE**

3 Message Center

A new item on your electric bill displays electrical demand. Demand is the amount of power needed to run everything in your home at a specific time - measured in kilowatts, not kilowatt-hours. You can lower your demand by not using too many high-power appliances at the same time. By spreading out your electric use, you'll have more control over your electric bill and help Beltrami Electric lower overall peak demand costs as well. For more information about demand and electric rates, visit www.beltramielectric.com/rates.

2 TOTAL DUE

\$217.00

Auto Pay
ON 09/10/2024

4 Billing Summary

Balance From Last Billing	\$208.00
Payments Received - Thank you!	-\$208.00
Balance Forward	\$0.00

5 Service Summary


Electric Service	\$216.96
Operation Roundup	\$0.04
Current Charges	\$217.00
Total Charges Due by 09/10/2024	\$217.00

6

Monthly Advertising Content

KEEP Please do not staple payment.

SEND



Beltrami Electric Cooperative Inc.
Your Touchstone Energy® Cooperative

PO Box 488
Bemidji MN 56619

☐ Check here if your address has changed and note any changes below or log into your SmartHub account and update your personal information under "My Profile".

Bill date

08/23/2024

Account number

1234567

Total Due

\$217.00

Auto Pay



Total due after 09/10/2024

\$224.50

7

**JOHN DOE
JANE DOE
123 ANY STREET
ANYTOWN, MN 56601**

Beltrami Electric Cooperative, Inc.
PO Box 488
Bemidji MN 56619-0488

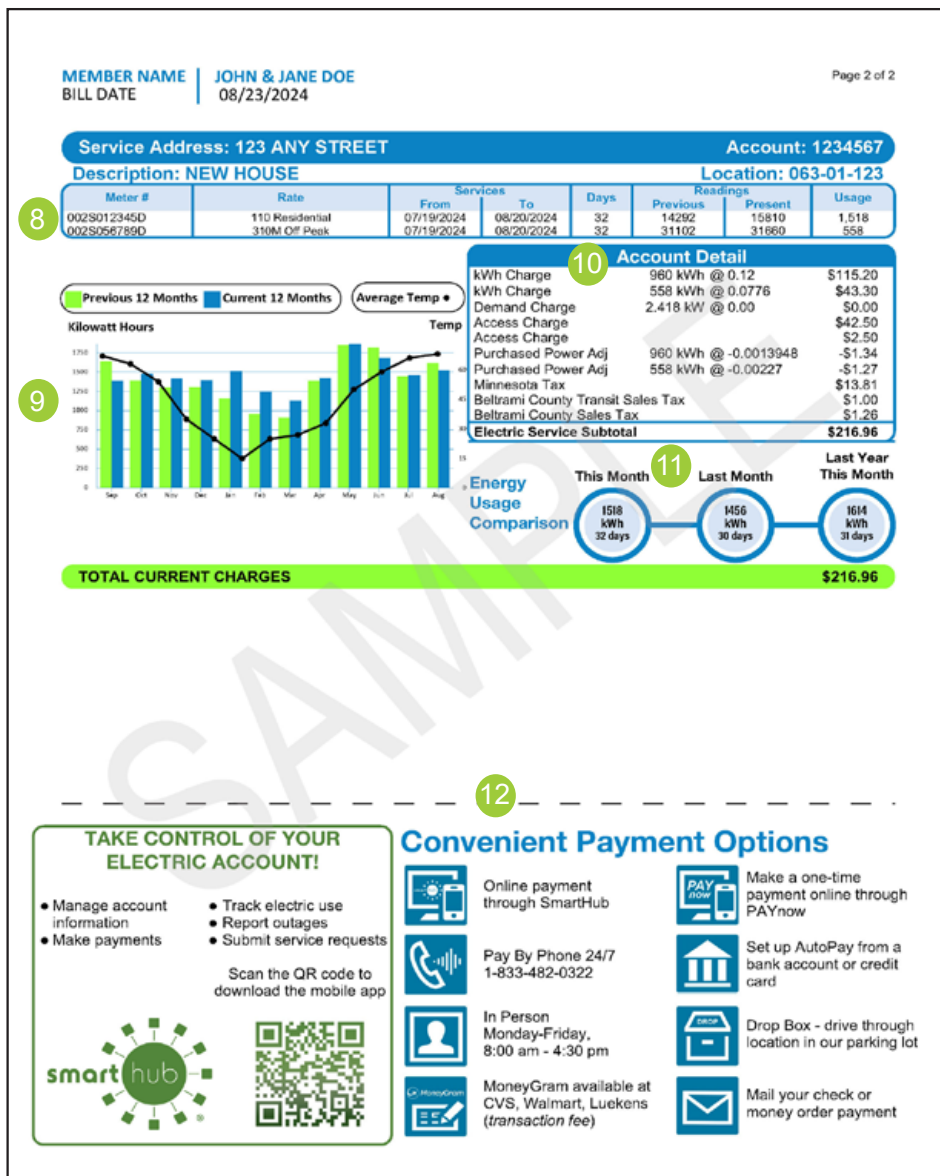
7 Payment Stub: This stub should be enclosed with your payment to ensure it is applied correctly to your account. Address or telephone number changes can also be noted here.

What is the kWh Charge? The amount of kilowatt-hours (kWh) recorded by your electric meter for the current billing period.

What is the Demand Charge? Demand is the amount of power needed to run everything in your home at a specific time – measured in kilowatts(kW), not kilowatt-hours.

What is the Access Charge? It's a fixed charge for each account that accounts for the equipment and service necessary to turn on the lights whenever they're needed or necessary – a flat monthly rate charged whether or not any electricity is consumed. The Access Charge ensures that each member of the Cooperative pays a fair and equal share of the costs necessary to maintain the quality, reliability and integrity of the Cooperative's operation.

Purchased Power Adjustment? This is a direct pass through of changes in the average cost of purchased wholesale power from Minnkota Power Cooperative. (The adjusted cost could either be a charge or credit).



8 **Meter Reading Details:** This area includes information about your account, service location, and meter reading details.

9 **Energy Usage Graph:** A monthly energy usage comparison for the previous 24 months, as well as the average temperature over the past 12 months.

10 **Account Detail:** A breakdown of all charges and credits for the current billing period, along with any applicable sales tax and franchise fee.

11 **Energy Usage Comparison:** A snapshot of your energy usage for the current month, previous month, and this month last year. This is a total of your main meter and any additional meters, such as an off-peak meter.

12 **Convenient Payment Options:** Beltrami Electric offers many ways to pay your monthly bill.

Disconnection Due to Nonpayment

The member is required to contact the cooperative prior to the due date if they are unable to pay their bill so they may schedule how they plan to pay the balance in full as soon as possible. The cooperative will work with the member to develop an acceptable payment plan. Should an account become disconnected for nonpayment, the account will be charged a \$50 collection fee. There is also a \$50 fee to have the location reconnected. The fees are added to the balance that is presently owed. An additional security deposit may also be required. This additional deposit, together with any existing deposit, will be no higher than two months' average bill. A delinquent disconnected account wanting reconnection after normal business hours will also pay an additional fee of \$100. (Normal business hours are from 8 a.m. to 4:30 p.m.)

Cold Weather Rule

The Minnesota Cold Weather Rule is effective Oct. 1 through April 30. The cooperative will follow the Cold Weather Rule guidelines prior to disconnecting a service for nonpayment. A household may receive Cold Weather Rule protection if a proposed disconnect would affect the main heating source of the home, the household income is at or below 50% of the state median income, and the member agrees on a payment plan with the cooperative. Beltrami Electric would rather work with members on an agreed upon payment plan than disconnect an electrical service.

For more information, visit www.beltramielectric.com/payment-assistance.

Attention Military Service Personnel

Section 325E.028 of the Minnesota statutes pertaining to utility payment arrangements for military service personnel outlines their rights and responsibilities effective Aug. 1, 2007. A municipal utility, cooperative electric association or public utility must not disconnect the utility service of a residential customer if a member of the household has been issued orders into active duty, for deployment or for a permanent change in duty station during period of active duty, deployment, or change in duty station if residential consumer meets criteria set forth in this statute.

If, **prior to disconnection**, a customer appeals a notice of involuntary disconnection, as provided by the utility's established appeal procedure, the utility must not disconnect until the appeal is resolved.

For more information regarding Beltrami Electric's Cold Weather Rule/ Military Service Personnel Appeal Procedure, contact the office at **218-444-2540** or **800-955-6083**.

Resource Agencies *Need help paying your electric bill?*

The member is required to contact the cooperative by the due date if they are unable to pay the bill. The member must inform the cooperative of how they plan to pay their account as soon as possible. Members having a difficult time paying their utility bills should contact their energy provider as soon as possible. These energy assistance agencies may be able to provide financial assistance.

Energy Assistance Providers

Bi-Cap Bemidji218-751-4631
6603 Bemidji Ave N, Bemidji, MN 56601

Bi-Cap Walker218-547-3438
8245 Industrial Park Rd NW, Walker, MN 56484

KOOTASCA218-999-0824
201 NW 4th St. Suite 130, Grand Rapids, MN 55744

Leech Lake218-335-3783
115 6th St. NW, Cass Lake, MN 56633

MAHUBE-OTWA218-847-1385
120 North Central Ave, Park Rapids, MN 56470

MN Statewide EAP Office1-800-657-3710

Red Lake218-679-3350
15809 High School Dr, Red Lake, MN 56671

Emergency Assistance Providers

Beltrami County Human Services218-333-8300
616 America Ave NW, Suite #270, Bemidji, MN 56601

Cass County Human Services218-547-1340
400 Michigan Ave, Walker, MN 56484

Community Resource Connections218-333-0880
716 Paul Bunyan Dr, Bemidji, MN 56601

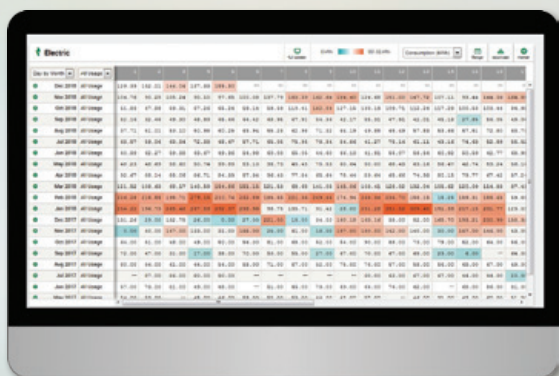
Hubbard County Human Services218-732-1451
205 Court Ave, Park Rapids, MN 56470

Red Lake TANF218-679-3350
15525 Mendota Ave, Redby, MN 56670

Visit our website to find links for the above agencies: www.beltramielectric.com

A closer look at mymeter

MyMeter is a **FREE** program for Beltrami Electric Cooperative members to use to view hourly, daily or monthly energy use from the convenience of your home computer, tablet or smartphone. You can use it to better manage your energy use and to receive email or text notifications regarding unusual energy use.



GET STARTED TODAY!

1. Visit mymeter.beltramielco.com.
(Have a copy of your electric bill with you.)
2. In the upper right corner, click on "Create an Account."
3. Enter the name on your account, your account number and email address and select a password and secret question.
4. Click on "Create Account" and you're ready to go!
5. Want to access MyMeter on your mobile device? Download the free app from your app store.



Rebates and Incentives

Beltrami Electric Cooperative recognizes that energy conservation is the best way

for members to reduce their electric bills. The PowerSavers program offers incentives for a variety of projects.



- **Electric water heaters**
- **Insulation & air sealing**
- **Air-source heat pumps, mini-split heat pumps, ground-source heat pumps**
- **Programmable and smart thermostats**
- **Electric vehicle (EV) chargers**
- **Various commercial and industrial incentives**



Beltrami Electric Cooperative also offers rebates on the installation of NEW off-peak electric heating equipment as part of Minnkota Power's Powerful Value campaign. For more information about this campaign, visit www.beltramielco.com or contact us at 218-444-2540.



The Power of Off-Peak:

Saving Energy, Money and Ensuring Grid Reliability



What is off-peak? Off-peak, also referred to as load management, is a program that offers reduced rates to members with heating or cooling systems that qualify to be shut off or controlled during periods of peak electricity demand (typically in the early morning and early evening when people are using more electricity). The Power of Off-Peak helps members lower energy bills and reduces electricity demand for the cooperative during peak times, which lowers overall power costs for the co-op.

BENEFITS

- **SAFE AND CLEAN** – Electric heating systems are among the safest on the market today.
- **EFFICIENCY** – Electricity is 100-300% efficient.
- **RELIABLE** – There is no tank to refill – so you never “run out” of electricity.

VALUE

- **LOWER RATE** – The off-peak program offers an electric rate that is about 40-50% lower than the regular service rate – passing the savings on to members for reducing demand on the system.
- **REBATES** – You can receive hundreds of dollars in rebates on new off-peak equipment.

GRID RELIABILITY

- By shedding electrical load during peak demand times, load management through the off-peak program eases the strain on the electrical grid and ensures a more stable and consistent energy supply for everyone involved, making it a win-win by offering discounted rates for participating members, lowering peak demand (and power costs) for the cooperative, and helping maintain the demand and supply balance on the electrical grid.

Off-peak qualified technologies:

ELECTRIC HEATING – consists of an electric heat source as its main component and a supplemental heating source (such as propane) that will take over during times of control. Storage heating loads are included as heat can be collected and stored during low-demand times and released during times of high demand.

WATER HEATING – water heaters can warm the content of the tank during lower-demand times of day (often overnight), and that water will remain hot until you need it.

EV CHARGING – an electric vehicle (EV) charger on the off-peak program will charge during lower-demand times (often overnight), giving you a fully charged EV in the morning.

Off-peak program requirements:

- ☐ Members are required to have electric heat with a qualified backup system that can heat the home for extended periods while the electric service is interrupted or controlled during times of peak electrical demand.
- ☐ Members must sign a Load Management agreement form.
- ☐ Members are responsible for having a separate electrical panel, meter base, and wiring for the off-peak system.

Learn more at ValueofElectricity.com or contact our office at 218-444-2540 or 1-800-955-6083.

Determining the status at your location



Current Status | [Today's Log](#) | [Yesterday's Log](#) | [Archive](#) | [Load Control Plans](#)

Status at 13:57 CDT - Last Switching Cycle

Load Group	DO 9	DO 10	DO 11	DO 12	DO 13	DO 14	DO 15	DO 16	DO 17	DO 18	DO 19	DO 20	DO 21	DO 22	DO 23	DO 24
1.01	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON
1.02	--	--	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	--	--	--	ON
2.01	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
2.02	--	--	--	ON	ON	--	--	--	--	--	ON	ON	--	--	--	ON
2.03	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON
2.04	--	--	--	ON	ON	--	--	--	--	--	ON	ON	--	--	--	ON
3.01	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	--	ON
3.06	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	--	--	--	ON	ON
3.07	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON
3.09	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	--	--	--	--	--	ON
6.01	ON	ON	--	ON	ON	--	--	--	--	--	--	ON	ON	ON	ON	ON

(Click Load Group for Last Switching Cycle)

Load Group Categories:

- 1 - Short-Term Loads (water heaters)
- 2 - Intermediate-Term Loads (storage heat)
- 3 - Long-Term Loads (dual heating furnaces, back-up generators)
- 6 - Summer-Only Loads (irrigation, cycled air conditioning)

How does it work?

The off-peak program is designed to reduce electrical demand on the grid when demand is greater than the energy available and energy market costs are high. During these times, Minnkota Power Cooperative will temporarily turn off electric heating, water heating, vehicle chargers, etc., and your backup heating system will take over. Once control is no longer needed, your electric systems will turn back on.

Control times will vary, depending on the type of equipment.

- Standard water heaters and dryers can be controlled for up to 4 continuous hours at a time and not to exceed 8 hours per day.
- Storage heat, such as Steffes electric thermal storage, large capacity water heaters, and in-floor heat will be during the heating season daily from 7 a.m. to noon and 5 p.m. to 11 p.m.
- Dual fuel systems, such as plenum heaters, heat pumps, baseboards, etc. can be controlled for extended periods.

1. To find the address for your devices, check your ripple control box for a label that will provide this information.
2. Read down the load group column to find your load group. If not there, contact Beltrami Electric Cooperative.
3. Read across to your double order. If this box is:
GREEN/ON: The device is ON (*not controlled*)
RED/OFF: The device is OFF (*controlled*)

Record load management information here for future reference

Device	Load Group	Double Order
_____	_____	_____
_____	_____	_____
_____	_____	_____

To access information about your current load management status, either go online to:

<https://www.beltramielc.com/load-management>, or
<http://beltrami.lm.minnkota.com/status/> or check PBTV channel 301.

Operation Round Up®



Small Change that Changes Lives

Beltrami Electric Cooperative's Operation Round Up program makes a significant difference in our communities, demonstrating the power of collective giving. Operation Round Up supports a wide range of projects, from youth programs to emergency services, local arts and education, senior citizen groups and healthcare initiatives.

Operation Round Up is a voluntary program where Beltrami Electric members round up their monthly electric bills to the nearest dollar. This small contribution – an average of just 50 cents a month, or \$6 a year – creates a fund that directly supports charitable efforts in our communities. Even the maximum annual contribution of \$11.88 may seem small, but when combined with thousands of other members' contributions, it becomes a powerful force for good.



Key facts about the program

- Funds are kept in a separate trust, not connected to electric accounts.
- A board of five co-op member volunteers manage the program.
- 100% of donations go to local nonprofits and community groups.
- Contributions are tax-deductible and voluntary—members can opt in or out anytime.
- The average member contribution is \$5.85/year.
- The maximum possible annual contribution is \$11.88.

Get involved!

If you're not yet participating in Operation Round Up, consider joining this simple but powerful way to give back to our communities. Together, we can turn small change into a big difference!



Members who choose NOT to contribute to Operation Round Up® can simply “opt out” of this voluntary program by notifying BEC by phone, email or through our website.

Commitment to Community

As your local electric cooperative, we are a community-focused organization. We were built by our communities and we care about our communities. We adhere to the seventh cooperative principle – Concern for Community, and work throughout the year to give back and support our communities. We are your friends, family, neighbors and coaches. Yesterday. Today. Tomorrow. We belong to the communities we serve.



Mitten Tree

Each fall, Beltrami Electric accepts donations of new and homemade mittens, gloves, hats and scarves for distribution to area Head Start and Early Child Family Education (ECFE) programs every December. If you'd like to join other members and help keep our area children warm and cozy this winter, please consider joining BEC in collecting these items. Donations can be delivered to our office at 4111 Technology Drive NW in Bemidji.



Beltrami Electric Cooperative hosts this annual golf tournament at Castle Highlands Golf Course north of Bemidji. The tournament is held each fall and is a four-person team scramble. ***All proceeds from this event benefit the United Way of the Bemidji Area.***



Minnesota's Touchstone Energy® cooperatives and their members join together each year in this statewide-cooperative, environmental and community-outreach program. Locally, Beltrami Electric Cooperative employees, members and friends gather each spring to beautify Lake Bemidji State Park. If you would like to volunteer, contact us at Beltrami at 218-444-2540 or toll free 1-800-955-6083 or via email at: info@beltramielectric.com.



Beltrami Electric hosts an Indoor Garage Sale at BEC headquarters on the first Saturday in May as an annual fundraiser for the United Way of the Bemidji Area. The annual event features access to 90 booths with a huge variety

of new and used merchandise and the comfort of indoor shopping. Registration for booth rental opens the beginning of March. Shoppers pay a \$1 entrance fee for access to the sale. All proceeds (entrance fees, booth rental fees, food booth) go to the United Way of the Bemidji Area.



This annual award recognizes a nonprofit group or organization that has shown a strong commitment to their community. One winning organization will receive a \$1,000

cash prize and plaque and will then compete with winners from other Minnesota Touchstone Energy® electric cooperatives for statewide recognition. Applications are due the end of October each year and are available at www.beltramielectric.com.

For more information about any of these events, contact us at 218-444-2540 or 800-955-6083.

POWER OUTAGES

DESPITE OUR BEST EFFORTS, POWER INTERRUPTIONS CAN STILL OCCUR. BY BEING PREPARED AND INFORMED, YOU CAN ASSIST US IN RESTORING POWER IN A TIMELY MANNER. IF YOUR POWER DOES GO OUT, FOLLOW THESE STEPS TO REPORT AN OUTAGE:

1. Check your breakers, fuses or outdoor disconnect switch to determine if they have tripped off due to a power overload.
2. If you determine the power outage is not within your wiring system, select one of the options below to report your outage.

**CALL 218-444-2540 OR
1-800-955-6083 24/7**

Keep your contact info up to date! If BEC has your current phone number on your account, our automated system will recognize the location you are calling about. If our system doesn't recognize your number, you will need to have your location or account number available.



SMARTHUB



Easily report an outage through the SmartHub app. Visit www.beltramelectric.smarthub.com to sign up for SmartHub, or download the free app to your mobile device and log in today.

TEXT MESSAGE

Call BEC to verify we have your cell number in our system. Then, you can register for our texting service at www.beltramelectric.com/outage-texting to get an outage texting number. Add this number to your contacts list so it's ready when an outage occurs.



View our Outage Map at www.beltramelectric.com. For outage updates, find us on Facebook at BeltramiElectricCoop.

STAYING SAFE DURING AN OUTAGE

We work hard to provide the most reliable service possible. Rest assured, if the power is out, we are on it!

The length of time it takes to restore your power depends on several factors, including the:



Extent of the storm's destruction



Severity of utility equipment damage



Number and extent of outages



Accessibility to damaged equipment

STAY SAFE UNTIL POWER IS RESTORED

- Stay far away and keep others away from downed power lines, which could be live and deadly.
- If you come across a downed line, immediately call the utility or 9-1-1 to report it.
- Never enter a flooded room; the water could be energized.
- If you are standing in water, do not turn on/off power or flip a switch.



Prepare for a storm by gathering these items:



Bottles of water



Nonperishable food



Portable phone charger



Prescriptions

Battery-operated radio



Flashlights



Extra batteries



Pet supplies



Blankets



Warm clothing



First-aid kit



Hand sanitizer

THANK YOU for your patience during outages. When the lights go off, we are working safely and efficiently to restore power. The safety of our employees, as well as those we serve, is our TOP priority.

**Safe
Electricity.org®**

Vegetation Management Program

Right-of-Way Clearing

What is the Right-of-Way Corridor for an Electric Line?

A right-of-way (ROW) corridor for an electric line is a strip of land that an electric utility uses to construct, maintain, repair or replace an overhead or underground power line. The corridor allows the utility to provide clearance from trees, buildings and other structures that could interfere with the line installation, maintenance and operation. Beltrami Electric Cooperative requires a 30-foot clearance on each side of the poles, and a 15-foot minimum on each side of the poles, when approaching a residence.

Beltrami Electric's Three-Step Right-Of-Way Corridor Maintenance Cycle

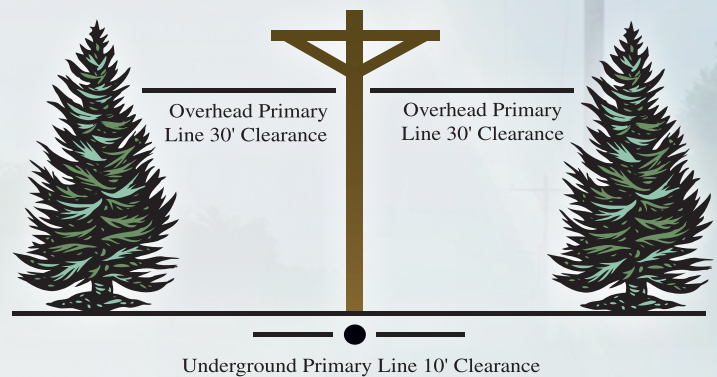
Beltrami Electric Cooperative has adopted a three-step maintenance cycle in an effort to ensure safer, more reliable electric service.

Step 1: Trees and brush removed from the corridor.

Step 2: Application of an EPA-approved herbicide to control re-sprouting of trees and brush during the upcoming mid-to-late-summer season.

Step 3: A review of any areas that may have been missed in prior herbicide treatments will follow 1-2 years after step two. Subsequent maintenance cycles follow in 8-10 year increments, which will be less intensive due to the decreased amount of trees and brush.

This aggressive plan has greatly improved system reliability for our members and public safety for all. Learn more at <https://www.beltramielectric.com/vegetation-management>.



Electric Service Construction Requirements

Open Electric Service Construction Requirements configuration options

The process for the construction of a new electric service or requesting changes to an existing electric service is outlined below.

STEP 1: Contact Beltrami Electric Cooperative and one of our member service representatives will assist throughout the process. Visit us at 4111 Technology Dr NW, Bemidji, MN 56601 call us at 218-444-2540 or 800-955-6083, or email us at info@beltramielectric.com to get started today. Applications may also be submitted electronically by clicking on the green button above.



STEP 2: Complete and sign a residential service construction application. If you are a new member, you will be asked to sign a membership form.

STEP 3: Provide a copy of a warranty deed/land use permit, and the 911 address.

STEP 4: An easement/service line agreement is required and must be signed in the presence of a notary. (BEC's member service reps are notaries and can help you with this!)

STEP 5: Schedule a staking appointment with one of our staking technicians to determine line placement and receive a quote for the cost of constructing your new electrical service.

Once all the steps are finished and the required fees are paid in full, a crew will be scheduled to construct the new service.

MN STATE ELECTRICAL INSPECTORS

THESE ARE THE INSPECTORS COVERING THE AREA SERVED BY BELTRAMI ELECTRIC.



Requests for inspections can be accessed online. Scan the QR code.



Inspectors can be reached Monday through Friday, between 7 a.m. and 8:30 a.m. by phone or email as indicated.

Beltrami & Hubbard Counties	Cass & Hubbard Counties
Wade Koons 218-580-8589 wade.koons@state.mn.us	Tony Kohrs 218-616-1554 tony.kohrs@state.mn.us

Minnesota state law requires an electrical inspection by a state inspector any time you or an electrician does wiring or other electrical work at your home or farm. If an electrical contractor is performing the work for you, they will take care of the electrical inspection requirements.

Call Before You Dig









1-800-252-1166 or 811
www.gopherstateonecall.org

(Gopher State One Call is not responsible for contacting locators to paint or flag your private facilities. Private underground facilities, or member-owned facilities, are those that were installed behind or after the meter.)



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

Color code used to mark underground utility lines:

	WHITE – PROPOSED EXCAVATION
	PINK – TEMPORARY SURVEY MARKINGS
	RED – ELECTRIC POWER LINES, CABLES, CONDUIT AND LIGHTING CABLES
	YELLOW – GAS, OIL, STEAM, PETROLEUM OR GASEOUS MATERIALS
	ORANGE – COMMUNICATION, ALARM OR SIGNAL LINES, CABLE OR CONDUIT
	BLUE – POTABLE WATER
	PURPLE – RECLAIMED WATER, IRRIGATION AND SLURRY LINES
	GREEN – SEWER AND DRAIN LINES

Cooperative Development

Cooperative Development provides residential and commercial directional drilling services and private locating services in north central Minnesota.



Our experienced crew can help you with all of your directional drilling needs for water and sewer lines, sprinkler systems, underground power lines and more. We are the same people who install your communications and electrical service and are owned by two local cooperatives, Paul Bunyan Communications and Beltrami Electric.

Do you need private facilities located?

Within the Beltrami Electric service area, you may contact Cooperative Development at (218) 444-1143, and their locators will locate your private facilities for a fee. Private facilities are found everywhere, including single-family homes, multi-family housing units, industrial areas, trailer parks, shopping centers and sometimes in the road right of way. Examples of private facilities can include: private electrical, water, well, sewer, telephone, gas, lift station pump lines, invisible dog fences, natural gas farm taps, natural gas or propane gas underground piping to buildings, gas grills and pool heaters, private water systems, data communication lines, underground sprinkler systems and many others. **Contact us now! - (218) 444-1143 or www.coop-development.com.**

Beltrami Electric Cooperative Statement of Non-Discrimination

Beltrami Electric Cooperative, is a recipient of federal financial assistance from the U.S. Department of Agriculture (USDA).

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

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

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

- (1) **Mail:** U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) **Fax:** (202) 690-7442; or
- (3) **Email:** program.intake@usda.gov

USDA is an equal opportunity provider, employer and lender.

Articles of Incorporation and Bylaws

As Amended and Restated April 23, 2019

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Articles of Incorporation
Bylaws

- I. Members
- II. Meetings of Members
- III. Directors
- IV. Meetings of Directors
- V. Officers
- VI. Earnings Distribution
- VII. Sale of Property
- VIII. Amendments

BELTRAMI ELECTRIC COOPERATIVE INC.

The Articles of Incorporation of Beltrami Electric Cooperative Inc., are amended and restated as follows:

ARTICLE I

**NAME, PURPOSE, BUSINESS
ADDRESS**

Section 1. The name of this Cooperative shall be BELTRAMI ELECTRIC COOPERATIVE, INC.

Section 2. The conduct of the business of this Cooperative shall be upon the cooperative plan and the purposes for which it is formed are to sell, provide, deliver, furnish or distribute electric energy and other services to its members and patrons and to engage in any other lawful business.

This Cooperative shall be authorized to exercise and enjoy all of the powers, rights, and privileges granted to or conferred upon associations of the character of this Cooperative by the laws of the State of Minnesota now or hereafter in force.

Section 3. The registered office and principal place of business of this Cooperative is 4111 Technology

Drive, N.W., Bemidji, in the county of Beltrami and state of Minnesota, 56601-5105.

ARTICLE II DURATION

The period of duration of this Cooperative shall be perpetual.

ARTICLE III NONSTOCK ORGANIZATION

Section 1. This Cooperative is organized on a non-stock, membership basis. The Cooperative will maintain appropriate membership records.

Section 2. Members shall have only one vote in the affairs of this Cooperative and membership in this Cooperative shall not be transferable except with the approval and consent of the board of directors of this Cooperative.

Articles of Incorporation and Bylaws

As Amended and Restated April 23, 2019

Section 3. No interest or dividends shall be paid upon capital furnished to the Cooperative by its members or patrons.

The net income of the Cooperative, except for amounts set aside as capital reserves or additional reserves, shall be distributed on the basis of patronage. The records of this Cooperative may show the interest of patrons and members in the reserves.

ARTICLE IV DIRECTORS

Section 1. The government of this Cooperative and the management of its affairs and business shall be vested in a Board of Directors who shall be elected by ballot by the members for such terms as the Bylaws may prescribe.

Section 2. The Board of Directors shall have the power to do and perform, either for itself or its members and patrons, any and all acts and things, and to have and exercise any and all powers as may be necessary or convenient to accomplish any or all of the foregoing purposes or as may be permitted by the laws under which this Cooperative is formed.

Section 3. The Board of Directors shall have the power to make and adopt such rules and regulations, not inconsistent with these Articles of Incorporation or the Bylaws of this Cooperative or the laws of the state of Minnesota, as it may deem advisable for the management, administration and regulation of the business and affairs of this Cooperative.

ARTICLE V POWERS DELEGATED TO THE BYLAWS

The Bylaws of this Cooperative may define and fix the duties and responsibilities of the members, officers and directors and may also contain any other provision for the regulation of the business and affairs of this Cooperative not inconsistent with these Articles of Incorporation or the laws of the state of Minnesota.

ARTICLE VI DIRECTOR LIABILITY

To the fullest extent permitted by laws governing cooperatives, as the same exists or may hereafter be amended, a director of this Cooperative shall not be personally liable to the Cooperative or its members for monetary damages for breach of fiduciary duty as a director.

ARTICLE VII AMENDMENT

These Articles of Incorporation may be altered, amended, or repealed by the affirmative vote of not less than two-thirds (2/3) of the members' votes cast at any annual or special meeting; provided, however, that the Articles of Incorporation of this Cooperative shall not be altered, amended, or repealed at any meeting of the members unless notice of such proposed alteration, amendment, or repeal shall have been contained in the notice of each meeting; provided further that no alteration, amendment or repeal of Section 2 of Article III of these Articles shall be effective unless authorized by the affirmative vote of not less than two-thirds (2/3) of all of the members of the Cooperative.

Amended and Restated **BYLAWS of BELTRAMI ELECTRIC COOPERATIVE INC.**

ARTICLE I MEMBERS

Section 1. Qualifications and Obligations.

Any person or entity that has the legal capacity to enter into a binding contract may become a member of this Cooperative. Membership is automatic upon receipt of electrical service; however to remain a member each member shall:

- (a) pay the membership fee as hereinafter specified and complete an application for membership;
- (b) agree to purchase from the Cooperative the amount of energy as hereinafter specified; and

(c) agree to comply with and be bound by the articles of incorporation of the Cooperative, these bylaws and amendments thereto, and such rules and regulations as may from time to time be adopted by the board of directors.

Section 2. Membership Fee.

The membership fee shall be \$50.00.

Section 3. Joint Membership.

Any two (2) or more potential qualified members who are residents of the same household may jointly become a member and their application may be accepted in accordance with the provisions found in this article. The term "member" includes all those holding a joint membership. Any provisions relating to the rights and liabilities of membership apply equally to all holders of a joint membership, specifically and without limitation:

- (a) The presence at a meeting of any member constitutes the presence of all joint members and is a joint waiver of notice of the meeting;
- (b) The vote of any of those holding joint membership, separately or all, jointly constitutes one joint vote;
- (c) A waiver of notice signed by any of those holding the joint membership is a joint waiver;
- (d) Notice to any of those holding the joint membership is notice to all holding the joint membership;
- (e) Expulsion or withdrawal of any of those holding a joint membership terminates the joint membership;
- (f) No more than one of those holding a joint membership may be elected or appointed as an officer or director, provided that all of those holding the joint membership meet the qualifications for such position;
- (g) Upon the death of any of those holding a joint membership, such membership shall be held solely by the survivors;
- (h) Joint membership shall not be terminated by divorce or separation;
- (i) Joint membership shall continue

until such time as the Cooperative shall receive sufficient notice, in writing, of any change in status, signed by all of the joint members;

(j) A membership may be transferred by a joint member to the remaining holder(s) of the joint membership upon written request of such member and compliance by such remaining holder(s) of the joint membership with the provisions of subdivisions (b) and (c) of Section 1 of this article. Such transfer shall be made and recorded on the books of the Cooperative.

Section 4. Purchase of Electric Energy.

As soon as electric energy shall become available, each member shall:

(a) purchase from the Cooperative all electric energy purchased for use on the premises specified in the application for membership; and

(b) shall pay therefore at rates and under such rules and regulations which shall from time to time be fixed by the board of directors; and

(1) The board of directors may limit the amount of electric energy, which the Cooperative shall be required to furnish to any one member.

(2) It is expressly understood that amounts paid for electric energy in excess of the cost of service are furnished by members as capital as provided in these bylaws.

(c) 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; and

(d) pay all amounts owed to the Cooperative as and when the same shall become due and payable.

Production or use of electric energy on such premises, regardless of the source thereof, by means of facilities, shall be subject to appropriate regulations as shall be fixed from time to time by the board of directors.

Section 5. Non-liability for Debts of the Cooperative.

The private property of the members shall be exempt from execution for the debts of the Cooperative, and no member shall be individually

responsible for any debts or liabilities of the Cooperative.

Section 6. Forfeiture of Membership.

(a) The board of directors may, by the affirmative vote of not less than two-thirds (2/3) of the entire board, expel any member of the Cooperative, if such member shall have violated or refused to comply with any of the provisions of the articles of incorporation, the bylaws or any rules or regulations adopted from time to time by the board of directors, in which case the Cooperative shall make such refunds as required by law.

(b) The membership of a member who for a period of six (6) months after service is made available has not purchased electric energy from the Cooperative, or of a member who has ceased to purchase energy from the Cooperative, may be cancelled at the discretion of the board of directors.

(c) The membership so forfeited and surrendered shall be retired and cancelled by the board of directors, and such member shall thereafter have no rights, privileges, or benefits in the Cooperative.

(d) Any member so expelled may be reinstated as a member by vote of the members at any regular or special members' meeting. The action of the members with respect to any such reinstatement shall be final.

Section 7. Withdrawal of Membership.

Any member may withdraw from membership upon payment in full of all liabilities of such member to the Cooperative and upon compliance with such terms and conditions as the board of directors may prescribe.

Section 8. Transfer and Termination of Membership.

(a) Membership in the Cooperative shall be transferable only with the approval and consent of the board of directors, except as hereinafter otherwise provided.

(b) Upon the death, cessation of existence, expulsion or withdrawal of a member, the membership of such member shall thereupon terminate. Termination of membership in any manner shall not release the member from the debts

and liabilities of such member of the Cooperative.

Section 9. Voting Privileges.

(a) A member of the Cooperative is only entitled to one vote.

(b) Any member having more than one electric service shall use the service located at the member's principal place of residence, or non-natural member's principal place of business, within the service territory for voting and representation purposes.

(c) If a vote of members is taken on any matter, the spouse of the member may vote on behalf of the member, unless the member has indicated otherwise.

(d) A member may exercise voting rights on any matter that is before the members at a members' meeting from the time the member arrives at the members' meeting until the voting closes, unless otherwise noted in the notice of the members' meeting.

(e) A member's vote at a members' meeting must be in person or by mail and not by proxy except as provided above for a vote by a spouse.

(f) A member may vote by mail on the ballot (a "Mailed Ballot") prescribed in this section on any motion, resolution, or amendment that the board submits for vote by mail to the members, and a member shall be allowed to vote by mail for the election of directors.

(g) The Mailed Ballot shall be in the form prescribed by the board and shall contain:

(1) The exact text of the proposed motion, resolution, or amendment to be acted on at the meeting; or

(2) The names, number, district and term length of the candidates, nominated at the district meetings, for the director position(s) to be filled; and

(3) Spaces opposite the text of the motion, resolution or amendment, or candidate's name, in which the member may indicate an affirmative or negative vote.

(h) The member shall express a choice by marking an "X" in the appropriate space on the Mailed

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Ballot and mail or deliver the Mailed Ballot to the Cooperative in a plain, sealed envelope (the "Privacy Envelope") inside another envelope (the "Return Identification Envelope") bearing the member's name.

(i) Any material soliciting approval of any action by Mailed Ballots must:

(1) contain, or be accompanied by, a copy or summary of such proposed action;

(2) indicate the number of responses needed to meet the member quorum;

(3) state the percentage of approvals necessary to approve the action; and

(4) specify the time by which the Cooperative must receive the completed mailed ballot.

(j) A properly executed Mailed Ballot received on or before the date of the members' meeting shall be accepted by the board of directors and counted as the vote of the member.

(k) The member may vote by electronic means on the ballot on any motion, resolution or amendment or director election that the board submits for vote by electronic means to the members.

(l) A member who is other than a natural person must designate a natural person to represent it by giving the Cooperative a written notice at or before the member meeting, which shows that the named representative has been authorized by the managing board of such member to represent it at the meeting of this Cooperative. An individual may represent no more than one such member, but may also vote as an individual if (s)he is a member individually.

(m) Unless otherwise provided by law, the articles of incorporation, or these bylaws, a majority of the member votes cast, in person (and by mail on a question so proffered by the board of directors), shall determine the passage of any motion, resolution or amendment submitted to the membership. The candidate receiving

a plurality of the votes cast, in person and by mail, for each directorship shall be elected. A coin flip shall resolve any tie.

Section 10. Member Grants of Property Rights.

Each member shall execute and deliver to the Cooperative grants of easement of right-of-way on or over such lands owned by members, in accordance with such reasonable terms and conditions as the Cooperative shall require for the furnishing of electrical services to himself/herself or other members or for the construction, operation and maintenance of the Cooperative's electric facilities.

ARTICLE II

MEETINGS OF MEMBERS

Section 1. Annual Members' Meeting.

The annual meeting of the members shall be held each year at such hour and at the principal place of business of the Cooperative or at another conveniently located place as is designated by resolution of the board of directors adopted prior to the issuance of the required notice of the annual meeting, for the purpose of electing directors, passing upon reports covering the previous fiscal year, and transacting such other business as may come before the meeting.

Section 2. Notice of Annual Members' Meeting.

(a) Notice of the annual members' meeting shall be given by the Secretary by publication and/or mail, which includes the US Postal Service or electronically:

(1) publication in a legal newspaper published in the county of the principal place of business of the Cooperative;

(2) publication in a magazine, periodical, or other publication of the Cooperative that is regularly published by or on behalf of the Cooperative and circulated generally among members; or

(3) mailing the annual members' meeting notice to each member personally at the person's last known mailing address.

(b) The annual members' meeting notice must be published at least two (2) weeks before the date of such meeting, or mailed at least fifteen (15) days before the date of the meeting.

If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears on the records of the Cooperative, with postage thereon prepaid. When distributed through electronic means, it shall be deemed to be delivered when sent to the members' email address as it appears on the record of the Cooperative.

The notice shall also contain a statement of the number of directors and terms thereof, to be elected.

Section 3. Special Members' Meeting.

Special meetings of the members may be called by a majority vote of the directors or upon a written petition signed by at least twenty percent (20%) of the members submitted to the Chair.

Section 4. Notice of Special Members' Meetings.

(a) The Secretary shall give notice of a special members' meeting by publication and/or mail, which includes the US Postal Service or electronically:

(1) publication in a legal newspaper published in the county of the principal place of business of the Cooperative;

(2) publication in a magazine, periodical, or other publication of the Cooperative that is regularly published by or on behalf of the Cooperative and circulated generally among members; or

(3) mailing the special members' meeting notice to each member personally at the person's last known mailing address.

(b) The special members' meeting notice shall state the time, place, and purpose of the special members' meeting.

(c) The special members' meeting notice shall be issued within ten (10) days from and after the presentation

of a members' petition, and the special members' meeting must be held by thirty (30) days after the date of the presentation of the members' petition.

Section 5. Failure to Receive Notice and/or Mailed Ballot.

The failure of any member to receive any such notice of an annual or special meeting of the members and/or the Mailed Ballot shall not invalidate any action, which may be taken by the members at any such annual or special meeting.

Section 6. Certification of Mailed Meeting Notice.

(a) After mailing special or annual members' meeting notices, the secretary shall execute a certificate containing:

- (1) a correct copy of the mailed or published notice;
- (2) the date of mailing or publishing the notice; and
- (3) a statement that the special or annual members' meeting notices were mailed or published as prescribed by these bylaws.

(b) The certificate shall be made a part of the record of the meeting.

Section 7. Quorum.

(a) The quorum for a members' meeting to transact business is one hundred (100) members.

(b) In determining a quorum at a meeting, on a question submitted to a vote by mail, members present in person or represented by mail or electronic means shall be counted.

If an insufficient number of members are present to constitute a quorum, a majority of the members present may adjourn the meeting from time to time without further notice.

Section 8. Establishment of a Quorum.

The attendance of a sufficient number of members to constitute a quorum at any meeting of the members shall be established and verified by the Chair and Secretary of this Cooperative. Such registration shall be reported in the minutes of such meeting. No action at any meeting of the members shall be valid and legal unless a quorum is present at the meeting at which such action may be taken.

Section 9. Voting List.

The Secretary of this Cooperative shall make at least fifteen (15) days before each meeting of the members, a complete list, arranged in alphabetical order, of the members entitled to vote at such a meeting and their addresses. Such list shall be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any member during the whole time of the meeting. Except as otherwise provided by these bylaws or the board of directors, a member may not inspect, copy or receive a copy of all or part of the complete list or a similar list of the members. Upon written request, the Cooperative shall supply candidates for directorships with the membership list and mailing addresses. Availability of such list shall be subject to applicable state law and its use will be germane to the purpose of the election as stated in the written request and shall not be used for other purposes.

Section 10. Order of Business.

The board of directors shall determine the agenda and order of business for member meetings; provided, however, that the order of business at any meeting may be amended by motion and majority vote of the members at such meeting.

**ARTICLE III
DIRECTORS**

Section 1. General Powers. The business and affairs of the Cooperative shall be managed by the board of directors, which shall exercise all powers of the Cooperative, except such as by law or by the articles of incorporation or by these bylaws is conferred upon or reserved to the members.

Section 2. Number and Qualifications.

- (a) Number. The number of directors of this Cooperative shall be nine (9). The Cooperative shall be divided into nine director districts as determined by the board of directors, with one director elected from each district.
- (b) Qualifications. Persons eligible to become or remain a director of the Cooperative shall:

- (1) be a member in good standing of the Cooperative, receiving electric service at the member's primary residence in the district from which the director is elected

prior to being nominated for director; provided further, that "primary residence" is defined as the residence that is the chief or main residence of the member and where the member actually lives for the most substantial portion of the year;

(2) not be, nor within three (3) years preceding a director candidate's nomination have been, an employee of the Cooperative;

(3) not be, becomes, nor shall have been at any time during the five (5) years preceding a director candidate's nomination, employed by a labor union which represents, or has represented, or has endeavored to represent, any employees of the Cooperative;

(4) not be a close relative of an employee or director, where as found in these bylaws "close relative" means any individual who is, either by blood, law, or marriage, including half, step, foster, and adoptive relations, a spouse, child, grandchild, parent, grandparent, or sibling, or principally resides in the same residence;

(5) not be employed by, materially affiliated with, or have a material financial interest in, any individual or entity, which either is:

- (i) directly or substantially competing with the Cooperative; or
- (ii) selling goods and services in substantial quantity to the Cooperative; or
- (iii) possessing a substantial conflict of interest with the Cooperative.

For purposes of this section, the terms "material" or "substantially" shall be interpreted as constituting a minimum of 5% of a member's total hours of employment, sales, or income on an annual basis;

(6) not be or become the full-time employee or agent of, or be or becomes the full-time employer or principal of, another director;

(7) not be absent without being excused by the board from three (3) or more regular meetings of

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the board of directors during any twelve (12) month period;

(8) be only one, and not more than one, member of a joint membership; provided, however, that none shall be eligible to become or remain a director or to hold a position of trust in the Cooperative unless all shall meet the qualifications hereinabove set forth;

(9) if a representative or agent of a member is not a natural person, i.e. a corporation, partnership, limited liability company, or similar, then the representative or agent designated as a nominee for director shall be an individual residing within the external boundaries of the district from which (s)he is nominated; and

(10) not have been convicted of a felony while a director, nor during the five (5) years immediately prior to becoming a director.

(c) Exceptions. In regard to the restrictive provisions of this section that are based upon close relative relationships, no incumbent director shall lose eligibility to remain a director or to be re-elected a director if, during a director's incumbency, a director becomes a first kindred relative of another incumbent director or of a Cooperative employee because of a marriage or an adoption to which the director was not a party.

(d) Disqualification. After the board of directors determines that a director or a nominee for director lacks eligibility under the provisions of this section or as may be provided elsewhere in these bylaws, it shall be the duty of the board to promptly make a disqualification. After the board of directors determines that any person being considered for, or already holding, a directorship lacks eligibility under this section, it shall be the duty of the board to withhold such position from such person or to cause a director to be removed there from, as the case may be.

(e) Actions of the Board of Directors. Nothing contained in this section shall, or shall be construed to, affect in any manner whatsoever the validity of any action taken at any meeting of the board unless such action is taken with respect to a matter in which one or more of the directors have a personal interest in conflict with that of the Cooperative.

Section 3. Tenure.

The term of office for a director shall be three (3) years.

At each annual meeting an election shall be held from districts where the terms of directors have expired.

Section 4. Filling Vacancies.

Subject to the provisions of the bylaws with respect to the removal of directors, vacancies occurring in the board of directors may be filled by a majority vote of the remaining directors, and directors thus elected shall serve until the next annual meeting of the members or until a successor shall have been elected and qualified.

Section 5. Removal.

By Members:

(a) Members may remove a director for cause related to the duties of the position of director and fill the vacancy caused by the removal.

(b) Any member may bring charges against a director by filing them in writing with the Secretary, together with a petition signed by ten (10%) percent of the members, requesting the removal of the director in question.

(c) The removal shall be voted upon at the next annual or special members' meeting, and any vacancy created by such removal may be filled by the members at such meeting.

(d) The director against whom such charges have been brought shall be informed in writing of the charges previous to the meeting and shall have an opportunity at the meeting to be heard in person or by counsel and to present evidence; and the

person(s) bringing the charges against him shall have the same opportunity.

By Directors:

Upon failure of a director to meet or maintain the qualifications described in these bylaws, the board of directors shall remove a director at a board of director's meeting and fill the vacancy caused by the removal pursuant to Section 4.

Section 6. Compensation.

(a) Directors, as such, shall not receive any salary for their services, but by resolution of the board, a fixed sum and reasonable expenses for attendance may be allowed for each meeting of the board, and such other meetings and conferences as may be approved by resolution of the board from time to time.

(b) Except in emergencies, no director shall receive compensation for serving the Cooperative in any other capacity, nor shall any close relative (as defined hereinabove at Section 2) of a director receive compensation for serving the Cooperative unless such compensation shall be specifically authorized by a vote of the members.

Section 7. Rules and Regulations.

The board of directors shall have power to make and adopt such rules and regulations, not inconsistent with the articles of incorporation of this Cooperative or these bylaws or the laws of the state of Minnesota, as it may deem advisable for the management, administration and regulation of the business and affairs of this Cooperative.

Section 8. Accounting System and Reports.

The board of directors shall cause to be established and maintained a complete accounting system, which shall conform to Generally Accepted Accounting Principles.

The board of directors shall arrange for a full and complete audit of the books, accounts, and financial condition of this Cooperative as of the end of each fiscal year. Such audit reports shall

be submitted to the members at the following annual members' meeting.

Section 9. Nominations and Elections.

The areas to be served by the Cooperative shall be divided by and at the discretion of the board of directors into nine (9) director districts, and not less than ten (10) days nor more than fifty (50) days prior to the date of the annual members' meeting, and in accordance with the mailed notice to each of the members therein affected, district meetings shall be held at which eligible candidates for the office of director from each respective district shall be nominated, and the names of the two (2) candidates receiving the greatest number of votes (including the number of votes cast for each of them) shall be certified to the annual meeting members.

Members seeking to run for the Board of Directors shall, not less than five (5) business days prior to the district meeting in which there is a director election, submit to the corporate office a completed candidate packet, as provided by the Cooperative, by which the Cooperative will verify said member's qualifications to be an eligible candidate for the director position as articulated in Article III, Section 2.

At the annual meeting not more than one candidate from each district shall be elected to the board of directors.

Election of directors shall be determined on the basis of a plurality of the votes properly cast.

Notwithstanding anything in these Bylaws or applicable procedural rules to the contrary, a candidate who is the only qualified nominee for a seat up for election may be elected at the annual meeting of the members by motion adopted or by a voice vote, show of hands or other appropriate means.

The Secretary of the Cooperative shall include in the notice of the annual members' meeting and notice of district meetings, a statement of the number of directors and terms thereof, to be elected.

Notwithstanding anything in this section contained, failure to comply with any of the provisions of this section shall not affect in any manner whatsoever the validity of any election of directors.

In case of a tie vote, the tie shall be broken by the Chair flipping a coin.

ARTICLE IV MEETINGS OF DIRECTORS

Section 1. Regular Meetings.

A regular meeting of the board of directors may be held without notice other than this bylaw, immediately after, and at the same place as, the annual meeting of the members.

A regular meeting of the board of directors shall also be held monthly and at such time and place as the board may provide by resolution. Such regular monthly meetings may be held without notice other than such resolution fixing the time and place thereof.

Section 2. Special Meetings.

Special meetings of the board of directors may be called by the Chair or any three (3) directors.

The person(s) authorized to call special meetings of the board of directors may fix the time and place for the holding of any special meeting of the board of directors called by them.

The matters that may be acted upon at a special meeting are restricted to those stated in its call and notice.

Section 3. Notice.

Notice of the time, place, and purpose of any special meeting shall be given at least five (5) days previous thereto, by written notice, delivered personally, electronically or mailed to each director at the director's last known address.

If mailed, such notice shall be deemed to be delivered when deposited into the United States mail properly addressed, with postage thereon prepaid.

Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except in a case a director shall attend a meeting for the express purpose of objecting to the transaction of any business because the meeting shall not have been lawfully called or convened.

Section 4. Quorum.

A majority of the board of directors shall constitute a quorum for the transaction of business at any meeting of the board of directors, provided, that if less than a majority of the directors shall be present at said meeting, a

majority of the directors present may adjourn the meeting from time to time without further notice.

Section 5. Manner of Acting.

The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors.

Section 6. Emergencies.

Any or all directors may participate in any meeting of the board of directors by any means of communication through which the directors may simultaneously hear and speak to each other during such meeting. For purposes of establishing a quorum and taking any action, such directors participating pursuant to this section shall be deemed present in person at the meeting. This section is intended to be utilized only in unusual or emergency situations and not to replace normal attendance at board of directors' meetings.

ARTICLE V OFFICERS

Section 1. Number.

Annually the following officers shall be elected by ballot by and from the board at its first meeting following the annual members' meeting: Chair, Vice Chair, Secretary and Treasurer.

The offices of Secretary and Treasurer may be held by the same person and if combined the person filling the office shall be termed Secretary-Treasurer.

If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be.

Section 2. Removal.

Any officer or agent elected or appointed by the board of directors may be removed by the board of directors whenever in its judgment the best interests of this Cooperative would be served thereby.

Section 3. Vacancies.

A vacancy in any office may be filled by the board of directors for the unexpired portion of the term.

Section 4. Chair.

The Chair:

(a) shall preside at all meetings of the members and of the board of directors.

(b) may sign, with the Secretary, or any other proper officer of this

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Cooperative, authorized by the board of directors so to do, any deeds, mortgages, 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 this Cooperative, or shall be required by law to be otherwise signed or executed; and

(c) in general shall perform all duties incident to the office of Chair and such other duties as may be prescribed by the board of directors from time to time.

Section 5. Vice Chair.

In the absence of the Chair, or in the event of the Chair's inability or refusal to act, the Vice Chair shall perform the duties of the Chair, and when so acting shall have all the powers of and be subject to all restrictions upon the Chair and shall perform such other duties as from time to time may be assigned to the Vice Chair by the board of directors.

Section 6. Secretary.

The Secretary shall:

(a) keep the minutes of the members' and the board of directors' meetings 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;

(d) keep a register of the post office address of each member, which shall be furnished, to the Secretary by such member;

(e) execute certifications of mailed or published meeting notices in accordance with these bylaws or as required by law;

(f) keep on file at all times a complete copy of the 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 upon request; 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 the Secretary by the board of directors.

Section 7. Treasurer.

The Treasurer shall:

(a) have charge and custody of and be responsible for all funds and securities of the Cooperative;

(b) receive and give receipts for monies due and payable to this Cooperative from any source whatsoever, and deposit all such monies in the name of this Cooperative in such banks as the Cooperative selects; 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 the Treasurer by the board of directors.

Section 8. President and CEO.

The board of directors shall appoint a President and CEO who may be, but who shall not be required to be, a member of the Cooperative. The President and CEO shall be the principal executive officer of the cooperative and may sign, with the Secretary, or any other proper officer of this Cooperative, authorized by the board of directors so to do, any deeds, mortgages, 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 this Cooperative, or shall be required by law to be otherwise signed or executed; and shall perform such duties as the board of directors may from time to time require and shall have authority as the board of directors may, from time to time, vest in the position.

Section 9. Director and Officer Liability Insurance.

The board of directors shall require the purchase by the Cooperative of officers'

and directors' liability insurance to cover the acts and/or omissions of such persons while working in their capacity on behalf of the Cooperative.

Section 10. Salaries.

The compensation, if any, of any officer of the Cooperative shall be determined by the board of directors.

Section 11. Reports.

The officers of this Cooperative shall submit at each annual meeting of the members reports covering the business of this Cooperative for the previous fiscal year and showing the condition of this Cooperative at the close of such fiscal year.

Section 12. Additional Officers.

The board may appoint such additional officers that may be directors or members, but shall not be required to be, as the board determines is in the best interests of the Cooperative. Such officers shall serve for a term not exceeding the term of the Chair and shall have such power and duties as the board determines.

Section 13. Delegation of Duties.

If the board delegates any responsibilities and duties of the officers to employees or agents of the Cooperative, to the extent that the board delegates those duties and responsibilities, the officer whose duties and responsibilities are delegated shall be released from such duties and responsibilities.

ARTICLE VI

EARNINGS DISTRIBUTION

Section 1. Interest or Dividends on Capital Prohibited.

The Cooperative shall at all times be operated on a cooperative non-profit basis for 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. Capital Furnished by Members.

In the furnishing of electric energy the Cooperative's operations shall be so conducted that all members 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 members 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 such 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 members as capital.

The Cooperative is obligated to pay by credits to a capital account for each member 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 the capital, if any, so furnished by each member is clearly reflected and credited in an appropriate record of the capital account of each member.

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

Section 3. Repayment of Capital.

In the event of dissolution or liquidation of the Cooperative, after all outstanding indebtedness of the Cooperative shall have been paid, outstanding capital credits shall be retired without priority on a pro-rata basis before any payments are made on account of property rights of members.

If, at any time prior to dissolution or liquidation, but not less than annually, the board of directors shall determine that the financial condition of the Cooperative will not be impaired thereby, the capital then credited to members' accounts may be retired in full or in part.

The board of directors shall determine the method, basis, priority, and order of retirement, if any, for all amounts furnished as capital.

Section 4. Assignment or Transfer.

Capital credited to the account of each member 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 member's premises served by the Cooperative unless the board of directors, acting under policies of general application, shall determine otherwise.

Section 5. Right to Offset.

The Cooperative shall at no time be required to retire the equity account of any member or the membership capital of any member who has not paid the member's obligations to the Cooperative and the board may, in its discretion, apply any member's capital pursuant to Section 2 of this article then credited against the unpaid obligations for electric service of the member in the same manner as if the member were deceased.

Section 6. Early Repayment.

The board of directors, at its discretion, shall have the power at any time upon the death of any member who was a natural person, if the legal representatives of his estate shall request in writing that the capital credited to any such member 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 member immediately upon such terms and conditions as the board of directors, acting under policies of general application, and the legal representatives of such member's estate shall agree upon; provided, however, that the financial condition of the Cooperative will not be impaired thereby.

Section 7. Patronage Refunds in Connection with Furnishing Other Services.

In the event that the Cooperative should engage in the business of furnishing goods or services other than electric energy, all amounts received and receivable there from which are in excess of costs and expenses properly chargeable against the furnishing of such goods or services shall, insofar as permitted by law, be considered non-operating margins, and treated as shown in Section 8.

Section 8. Non-operating Margins.

At the discretion of the board of directors, funds and amounts, other than operating margins, received

by the Cooperative that exceed the Cooperative's costs and expenses may be:

(a) allocated as capital credits to patrons in the same manner as the Cooperative allocates capital credits to members; and/or

(b) used by the Cooperative as permanent, non-allocated capital.

Section 9. Articles and Bylaws Provisions are a Contract.

The members of the Cooperative, by dealing with the Cooperative, acknowledge that the terms and provisions of the articles of incorporation and bylaws shall constitute and be a contract between the Cooperative and each member, and both the Cooperative and members are bound by such contract, as fully as though each member had individually signed a separate instrument containing such terms and provisions. The provisions of this section of the bylaws shall be called to the attention of each member of the Cooperative by posting in a conspicuous place in the Cooperative's office.

ARTICLE VII

SALE OF PROPERTY

The board of directors may sell the property of the Cooperative upon such terms and conditions as it deems appropriate and in the best interests of the Cooperative.

No sale of more than twenty-five (25) percent of the property of the Cooperative shall be effective, however, unless authorized at a annual or special members' meeting by the affirmative vote of two-thirds (2/3) of the total number of members of the Cooperative.

ARTICLE VIII

AMENDMENTS

These bylaws may be altered, amended or repealed by the members at any annual or special members' meeting, provided that notice of such meeting shall have contained a copy of the proposed alteration, amendment, or repeal; provided further that Article I, Section 9(a) (relating to one member-one vote); Article VII (relating to sale of property); and Article VIII (relative to amendments) of the bylaws may be altered, amended or repealed by the affirmative vote of not less than two-thirds (2/3) of all of the members of the Cooperative.



Contact Us

Business Hours

Monday - Friday
8 a.m. - 4:30 p.m.

Mailing Address

Beltrami Electric Cooperative, Inc.
PO Box 488
Bemidji, MN 56619-0488

Physical Address

Beltrami Electric Cooperative, Inc.
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Bemidji, MN 56601

Member Service

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Toll-Free: 1-800-955-6083

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24/7 Outage Reporting:

218-444-2540 (or) 800-955-6083

Email: info@beltramielectric.com

Website: www.beltramielectric.com

Stay informed through our monthly newsletter, Northern Lights, our e-newsletter, Watt's Up, our social media pages and our website!

Website: www.beltramielectric.com

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