

Beltrami Electric Cooperative Inc.

MEMBER HANDBOOK



Account#: _____



**Beltrami Electric
Cooperative Inc.**

®

Your Touchstone Energy® Cooperative



Member Handbook Content

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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 17,700 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 email us at info@beltramielectric.com.

Thanks again for being a member!

A handwritten signature in black ink, appearing to read "Jared Echternach". The signature is fluid and cursive, with a long, sweeping underline.

Jared Echternach
President and CEO

Board of Directors

Mission Statement

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.



Murl Nord
Secretary
District 1
Square Butte Director



Charlie Perkins
Director
District 2



Charles Parson
Director
District 3



Craig Gaasvig
Director
District 4



Robert Wallner
Director
District 5



Rick Coe
Chair
District 6
Mimkota Director



John Lund
Vice Chair
District 7

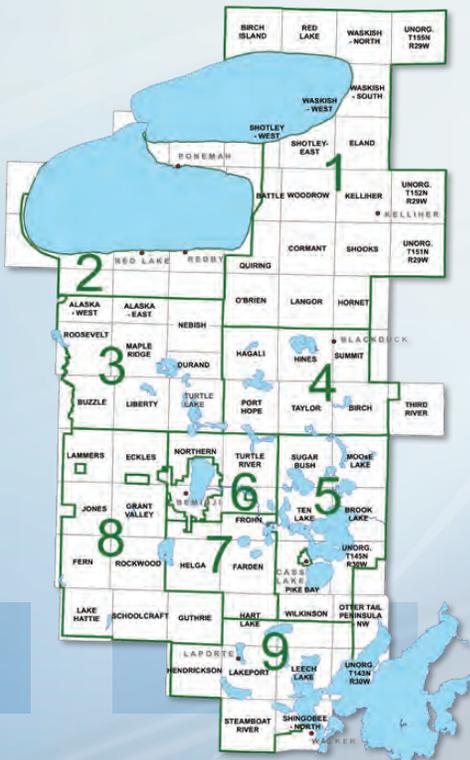


Sue Kringen
Director
District 8



Judy Honer
Treasurer
District 9

Beltrami Electric Service Territory



QUICK FACTS

(Year-end 2019)

- Organized in 1940
- More than 17,700 members
- 3,518 miles of line
- 60 full-time employees
- 6.08 consumers per mile of line
- 3,000-square-mile service area

Serving members in six counties:

*Beltrami * Cass * Clearwater * Hubbard * Itasca * Koochiching*

Where does your power come from?



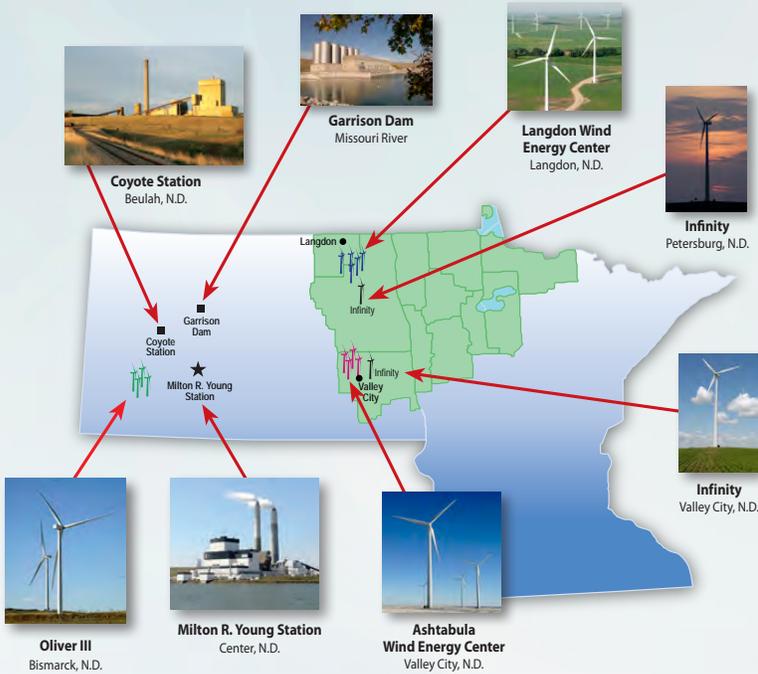
A Touchstone Energy® Cooperative 

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.



POWER MIX:

- 34% wind
- 8% hydro
- 55% ND lignite coal
- 3% other



Your source for cooperative news and information

Did you know that you can sign up for online account access through

SmartHub, track energy use by enrolling in **MYMETER** and view a service outage map, all from one website? **www.beltramielectric.com** is your gateway to updated cooperative news and information, all from the convenience of your home, office or mobile device. While you are there, don't forget to "like" us on Facebook and "follow" us on Twitter for even more updates and energy-saving tips. Find programs and rebates, upcoming events, view our monthly newsletter the *Northern Lights* and more!



Value of Membership

Membership Values

We, the people of Beltrami Electric Cooperative (Board of Directors, Management and Employees) pledge to demonstrate the following values and principles as we fulfill the duties of our positions:

- **Integrity and honesty in all that we do.**
- **Dedication to a culture of safety.**
- **Dedication to our employees' continual development and a commitment to their well-being.**
- **Accountability for all our decisions and actions with open communications.**
- **Dedicated stewardship in the management of all the resources entrusted to our care.**
- **Leadership, innovation and vision in pursuing our mission.**
- **Loyalty to the philosophy of cooperative ownership and adherence to cooperative principles.**
- **Support or be supportive of our communities.**

Understanding your Beltrami Electric Cooperative Membership

Individual vs. Joint Membership

As a member of Beltrami Electric, you are entitled to vote in the affairs of the Cooperative. You may also serve on the Beltrami Electric board of directors if so elected by the general membership. As a member, you will also earn capital credits based on your patronage (the amount you pay in electric charges each month) to the Cooperative.

There are three different types of membership: Single/Individual, Joint and Business.

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 of 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



One of the many benefits of being a cooperative member is capital credits!

The cooperative's priority is to provide a needed service, not to make money. Current members of the cooperative share in the profits

the cooperative achieves. Therefore, Beltrami Electric Cooperative is considered a nonprofit organization from an IRS income tax standpoint.

As a member of the cooperative, members are entitled to a share of the profits! Every year, the cooperative's profit margins are equally distributed back to the members in the form of capital credits. This is called "allocation." The allocated amount represents each member's "share" of the profit, and is based on how much they paid for electric service throughout the year. This amount is recorded as capital

credit allocation. Allocated capital credits are not payable to the member for an extended period of time since they are used by the cooperative to help keep costs low for our members.

The goal of the cooperative is to ultimately refund all of the credits back to its members over a period of time. During this time, the allocated capital serves to pay back past capital credits and provides an adequate cash flow for reinvestment in the business. It also shows the financial stability of the company that is required to obtain loans from our banker. The business of building and maintaining power lines is very expensive!

Each year the board of directors for Beltrami Electric decides how much of the capital credits will be paid out to current and former members. The retirement happens at the end of the year and is dependent on the financial stability of the cooperative. Credits are applied to the bill for active members and checks are issued to former members. This is why it is so important for Beltrami Electric's former members to keep their contact information up to date!

Co-op Connections® Card

Shop local and save big! The one card that does it all!



As a member of Beltrami Electric Cooperative, a Touchstone Energy Cooperative, you can receive discounts on products and services from participating local and national businesses. The Co-op Connections member benefit program is absolutely free. After signing up for service with Beltrami Electric, you will receive your free card.



The Co-op Connections card is a membership card – not a credit card. Download the free mobile app and take the savings with you wherever you go.

Simply present your Co-op Connections card or cellphone app at participating businesses and you will receive a special discount predetermined by the business. Participating businesses and pharmacies can be identified by the Co-op Connections card sticker on display in the window or door of the business. Check out the available discounts in our area at www.beltramielcooperative.com/co-op-connections-card.

The card also gives you access to savings on tickets and attractions, hotels and condos, car rental, tours, cruises, insurance and more! You can also download and print coupons for groceries and supplies! Check out great discounts at chains such as Dominos, Glass Doctor, Valvoline, Hobby Lobby, Sherwin Williams, Shoe Dept. and more! Log in or create an account at www.connections.coop and start saving today!

Data Privacy

Authorized Contacts

The data privacy of our members is important. In an effort to protect it, we have created an Authorized Contact Agreement. A completed Authorized Contact Agreement form must be on file in order for us to give account information to anyone other than the member(s). A signed form must 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. Verbal consent from a member authorizing someone on their account will no longer be accepted.

An Authorized Contact Agreement form 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.

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.)

The addition of an authorized contact does not grant any ownership or entitlement to the unretired capital credits on the member's account. An authorized contact is also 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 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 percent ownership to the unretired capital credits.

Electric Heating Sales Tax Exemption

Electricity sold for residential use is not taxable for the billing months of November through April when sold to metered members who use electric heat as their primary source of residential heat. If more than one type of heat is used, electricity is not taxable if electric is the primary source of heat. Primary source of residential heat is the source that supplied more heat than any other source for the largest period of time during the heating season. Members with an off-peak meter are only exempted sales tax on the electricity that is recorded on the off-peak meter.

Some buildings have both residential quarters and commercial operations. If there is one meter for the entire building, the exemption applies if more than 50 percent of the

square footage of the building is residential.

Complete and submit the following form only if you are eligible for the exemption. If you have more than one account, an exemption form must be filed with each location.

The State of Minnesota recommends the exemption forms should be updated and resubmitted every three to four years to be eligible for the exemption. Members who receive a tax exemption when electric heat is not their primary source of heat are in violation of the sales tax law. Commercial Accounts must use an ST3 form, which is available on our website.

***Please note that this form can also be submitted online at <https://www.beltramielectric.com/forms>.**

ELECTRIC HEATING SALES TAX EXEMPTION CERTIFICATE

Please complete and return to:
Beltrami Electric Cooperative Inc.
PO Box 488
Bemidji, MN 56619-0488

This is to certify that the main source of heat for my home (more than 50 percent) is furnished by **permanently** installed electric heating equipment (not portable) and I, therefore, am eligible for the electric heating sales tax exemption as provided by Minnesota State Law. This is for the billing months of November through April only.
**Exemption forms should be resubmitted every 3-4 years. Please notify us if you change from electric heat to a different primary heating source.*

Account # _____ Member Name: _____ Location # _____

Meter # _____ Address: _____ City: _____ State: _____

Tax ID#/FEIN/Driver's License# or State Issued ID#: _____

Date of Application: _____ Member Signature: _____

Payment Options

AUTOPAY

(Recurring Payments)

Simple. Easy. Convenient.
Set up automatic payments from a checking/savings account, or VISA, Mastercard or Discover credit card.

Sign up for recurring payments through **SmartHub** or through **Pay By Phone** by calling **1-855-356-6345**



Sign up today!

SMARTHUB

Total online account access from your computer, smartphone or tablet. View/Pay your bill, report an outage, monitor your energy use and more!



To sign up or log in to Smarthub, visit our website www.beltramielectric.com and click on the Smarthub button, or go directly to Beltrami Electric's Smarthub page at beltramielectric.smarthub.coop

PAY BY PHONE

with Secure Pay

Make a payment 24/7 by phone through our secure, automated system. **Call 1-855-356-6345**



Pay by Phone (24/7)

(You will need your account number and your PIN number).

ONLINE BANKING

Convenient monthly payment options are offered through many financial institutions. Check with your bank to set one up.



PAY NOW

One time online payment option. All you need is the account number and the last name of the account holder.

PAYnow

(Powered by SmartHub)

Visit our website at www.beltramielectric.com

MONEYGRAM

Available locally at Walmart, Teals in Cass Lake, CVS Pharmacy and Luekens Village Foods-North & South.

Find locations at



www.moneygram.com

You will need:

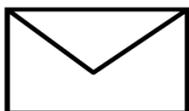
Receive Code: **15088**
Cash to pay fee of **\$1.50**
BEC Account Number

MAILED PAYMENTS

Prefer the stamp and envelope style? Mail your payments to:

Beltrami Electric Co-op
PO Box 488
Bemidji, MN 56619

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



PAY IN PERSON

Hand a payment to us in person Monday-Friday 8 a.m.-4:30 p.m.



*Cash *Check
*VISA *Mastercard
*Discover
*American Express

4111 Technology Drive NW
Bemidji, MN 56601

DROP OFF PAYMENTS

Use one of our two drop boxes:

1. Located inside the entryway (for use during business hours)
2. Located on the south end of our parking lot, accessible by your vehicle 24/7.

4111 Technology Drive NW
Bemidji, MN 56601

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 more than 30 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.

Location 999-99-999	Serv Add 999 STREET	Desc 999-99-999	310M Off Peak
Meter Reading Details		Meter 99999999999	
Current Reading	05/20/18	4289	
Previous Reading	04/20/18	3773	
Days Served 30		516	
		Detail of Charges	
		KWH Charge	34.68
		516 KWH@ 0.0672	34.68
		Access Charge	2.50
		Purchased Power Adjustment	-0.83
		516 KWH@ -0.0016099	
		Total This Service	36.35
		This Month Last Year	Usage 328 Days Served 30

11

How to read your bill

This is a general overview of a statement from Beltrami Electric. Your statement may have more or less items based on the service provided. If you have any questions, please call our office at 218-444-2540 or 800-955-6083 for further explanation. In addition, you can visit our website at www.beltramielectric.com for additional resources.

- 1. Account number** – This is your Beltrami Electric account number. When contacting our office, please refer to this number to help us serve you better. This applies when inquiring about your bill or power outages.
- 2. Billing summary** – This is a snapshot of transaction history since the last bill was issued. It includes payments, balances forwarded from the previous month and the current charges.
- 3. Operation Round Up** – If you participate in our Operation Round Up program, the amount your bill was rounded up will be displayed here.
- 4. Messages** – Beltrami Electric will use this section to post special messages. If an account is enrolled in the Auto Pay or Budget Billing programs, it will be noted here.
- 5. Meter reading details** – This section provides the meter number and the monthly electrical usage (obtained from an automated reading system) and also includes the number of days in the billing period.
- 6. kWh charge** – This is the rate you pay for each kWh used in the billing period.
- 7. Access charge** – As a cooperative member, the access charge is your share of the cost for wires, transformers, construction and meters that give you, a member, access to the electric grid. Unlike privately owned utilities, rural electric cooperatives have fewer members per mile of line to share the costs of the infrastructure. This results in different access charges based on each utility's consumer base.
- 8. Purchased Power Adjustment (PPA)** – This is a direct pass through of changes in the average cost (either increases or decreases) of purchased wholesale power from Minnkota, which appears on your bill as a separate line item. This additional line item on bills will be adjusted as needed, depending on the cost of wholesale power. This allows the cooperative to be more flexible when recouping fluctuations in wholesale energy costs instead of estimating them into the overall electric rate.
- 9. Light** – Members with a Beltrami Electric light are charged a monthly fee for maintenance of this equipment.
- 10. Remittance stub** – This is a summary of the current charges and when they are due. This stub should be enclosed with your payment to ensure it is posted to the correct account. Address or telephone number changes can also be submitted on the remittance stub.
- 11. Off-peak meter** – This is the summary of off-peak usage and charges for those members who also have an off-peak meter at their location. It is read similar to the meter reading details found on number 5.

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 \$150 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 October 15 through April 15. The cooperative will follow the Cold Weather Rule guidelines prior to disconnecting a service for nonpayment.

The utility does have the right to disconnect service if you do not contact your utility, set up a mutually acceptable payment plan and apply for protection with your utility company.

The requirements for protection are that the residential member meets the income guidelines as determined by the Cold Weather Rule, and makes timely payments according to the payment plan that is set up.

For more information, visit www.beltramielctric.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 August 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 Energy Assistance218-751-4631
6603 Bemidji Ave N, Bemidji, MN 56601

Mahube Energy Assistance.....218-732-7204
120 N Central Ave, Park Rapids, MN 56470

Leech Lake Energy Assistance.....218-335-3783
115 6th St. NW, Cass Lake, MN 56633

Red Lake Energy Assistance.....218-679-3350
15525 Mendota Ave, Redby, MN 56670

Kootasca Energy Assistance.....218-999-0800
201 NW 4th St. Suite 130, Grand Rapids, MN 55744

MN Statewide EAP Office.....1-800-657-3710

Emergency Assistance Providers

Beltrami County Human Services.....218-333-8300
616 America Ave NW, Suite #270, Bemidji, MN 56601

Cass County Human Services.....218-547-1340
400 Michigan Ave, Walker, MN 56484

Hubbard County Human Services.....218-732-1451
205 Court Ave, Park Rapids, MN 56470

Community Resource Connections.....218-333-0880
716 Paul Bunyan Dr, Bemidji, MN 56601

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

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



Take control of your electrical account with SmartHub



SmartHub is Beltrami Electric's innovative tool for account management, but what can it do for you? SmartHub can help you take control of your electricity and your BEC account like never before. SmartHub has several features that make managing your account as easy as possible.

- Make a payment using your smartphone, tablet, laptop or desktop. You can also securely store your payment information for future transactions;
- Check your energy use, allowing you to take control of your bill;
- Track your payment history;
- Report an outage or view our outage map;
- Contact us with a request or question;
- Sign up for Auto Pay (Recurring Payments) and/or paperless billing;
- Receive alerts and keep up with BEC news and events.

To sign up or log in to SmartHub, please visit www.beltramielctric.com and click on the SmartHub icon or go directly to Beltrami Electric's SmartHub page at beltramielctric.smarthub.coop.

To use this service via a mobile device (smartphone or tablet), members can download the SmartHub app free of charge from the Apple App Store (iPhone or iPad) or Google Play Marketplace (Android phone or tablet). Just search "SmartHub" or scan one of the QR codes above (depending on your mobile platform) to go directly to the app from your device. If you have any questions regarding SmartHub, please contact member service at 218-444-2540/1-800-955-6083 or at info@beltramielctric.com.

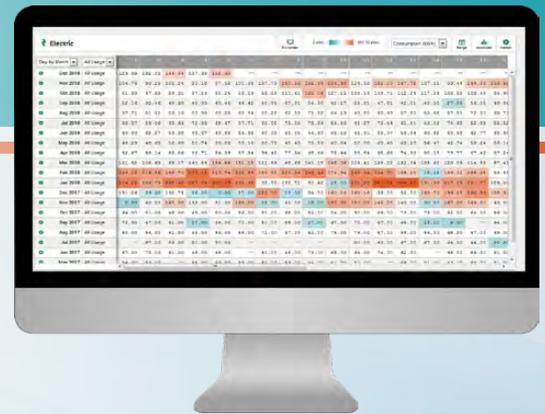


Android Smartphone



iOS Smartphone

Scan either of these QR codes with your smartphone to be instantly directed to the SmartHub app. The code on the top is for the Android platform and the code on the bottom is for the iOS platform.



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.beltramielctric.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, email address and select a password and secret question.
4. Click on "Create an Account" and you're ready to go!
5. Want to access MyMeter on your mobile device? Download the free app from your app store today!



Load Management Program

LOAD MANAGEMENT, commonly referred to as “**ripple**” or “**off-peak**,” is a program developed by Minnkota Power Cooperative, our wholesale power provider, which allows specific loads to be turned off during periods of peak electrical demand. Off-peak electric heating is one of the **most efficient and affordable** ways to heat your home. An off-peak heating system consists of an electric heat source as its main component and a backup, automatic heating source that will typically operate between 250 and 500 hours per year during time of peak electrical usage.

How load management works

Minnkota Power Cooperative sends a signal over the power line, which is received by the ripple control device in the member’s home. This controlled load allows more efficient operation of power plants, reduces the need to construct additional power plants and lowers the cost of all kilowatt-hours (kWh) produced. Members voluntarily participate in this program and in return receive a low off-peak electric heating rate for all kilowatts used by their off-peak equipment.

Program requirements

- ❑ To qualify for an off-peak meter, you must have electric heat with a qualified backup system. This will allow the off-peak electric service to be interrupted during times of peak electrical demand.
- ❑ The minimum amount of electric heat required for Beltrami Electric to install an off-peak meter is 5 kW. This is equal to approximately 20 feet of electric baseboard.
- ❑ Members must enter into a Load Management agreement.
- ❑ Members are responsible for the installation of the off-peak system wiring.
- ❑ Beltrami Electric will provide the ripple control receiver, but installation must be provided by the member or a qualified electrician.
- ❑ Electric heating equipment must be direct wired. No standard cord and plug heaters or other equipment are allowed on the off-peak service, including but not limited to: kitchen ranges, dishwashers, refrigerators, water pumps, lighting and general power outlets. These items must be wired to the general service and are not affected by the off-peak control.
- ❑ Control times may vary depending on peak electrical demand and weather conditions, and may run for extended periods. Your backup system must be able to meet your heating needs during these times.

What are the benefits of the load management program?

- ❑ Low-cost, off-peak rate. This is approximately 40-50 percent lower than the regular service rate, making electricity one of the most cost-effective energy sources available.
- ❑ Water heaters, dryers, air conditioning, whirlpools, spas, saunas and other special loads can also be on the off-peak meter and receive this discounted rate.
- ❑ Electric heating equipment \$100 warranty program.

Determining the status at your location



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

Last Transmission: 31-May-2016 06:34:41

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									
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)

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Common Terms

Load Management: The use of control devices to shut off specific equipment when experiencing peak demand or when the wholesale cost of electricity is very high.

Ripple: An electronic signal that travels over the power line to your electrical service.

Dual Fuel: An electric heating system used in conjunction with a fossil fuel heating system.

Off-peak equipment: Heating equipment that is turned off during periods of peak demand.

Electric Thermal Storage: Electric Thermal Storage (ETS) equipment stores heat during off-peak hours and distributes that heat during periods of control.

- To find the address for your devices, check your ripple control box for a label that will provide this information.
- Read down the load group column to find your load group. If not there, contact Beltrami Electric Cooperative.
- 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.beltramielcric.com/content/load-control-status>,
or <http://minnkota.paulbunyan.net> or check PBTv channel 301.

Operation Round Up®



Small Change that Changes Lives

What is Operation Round Up?

- Operation Round Up was created in 1989 by a cooperative in South Carolina. Since that time, hundreds of electric cooperatives around the nation have adopted the program.
- It's a charitable program designed to give members a means of working together to use their small change to make a big impact in their local communities.
- A separate board, made up of five volunteers from our community, meets quarterly to review applications for grants and disburse the funds.



How does Operation Round Up work?

- Operation Round Up is just what its name implies. Each month, BEC “rounds up” the electric bills of participating members to the next highest dollar. For example, a member’s monthly bill of \$78.65 would be automatically rounded up to \$79, with the additional 35 cents going to Operation Round Up.
- The average contribution per member is approximately 50 cents a month, or \$6 per year. Donations are tax deductible, and members will receive an annual summary of their contributions on the January billing statement.

What are some possible uses for Operation Round Up?

- Examples of grants for funding would be local fire department equipment, youth and school groups and activities, local arts and education, senior citizen groups and many other various community programs and projects.
- Grants will not be going to large charities; they will stay in our community, for the benefit of our community.

(To see a list of local groups and organizations that have received a grant from Operation Round Up, visit our website at www.beltramielectric.com.)

Why should I participate?

- This program’s sole purpose is to improve the quality of life for our community. Through a cooperative and unified program, members will have a means of donating to worthy causes, and, through Operation Round Up, the small change of individuals can add up and make a big difference for our area. Together, we can do some wonderful things for our local communities.

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

Mitten Tree



Beltrami Electric accepts donations of new and homemade mittens, gloves, hats and scarves for distribution to area Head Start programs

every December. Since the program's inception in 2000, Beltrami Electric has collected and distributed more than 6,300 items! If you'd like to join other members and help keep our area children warm and cozy this winter, please consider joining Beltrami Electric in collecting these items. Donations can be delivered to our office at 4111 Technology Drive NW in Bemidji.

Indoor Garage Sale

Beltrami Electric hosts an indoor garage sale at its headquarters the first Saturday in May, as a 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. Shoppers pay a \$1 entrance fee for access to the sale.

Registration for booth rental opens the beginning of March. **All proceeds (entrance fees, booth rental fees, food booth) go to the United Way of the Bemidji Area.**



Project GreenTouch

Minnesota's Touchstone Energy® cooperatives and their members join together each year to help spruce up the state parks. GreenTouch is the name given to this unique state parks project, which promotes the Touchstone Energy cooperatives' values of integrity, accountability, innovation and community involvement. Locally, Beltrami Electric Cooperative employees, members and friends spend the first Saturday in May each year to beautify Lake Bemidji State Park. Volunteers do not need a park sticker to volunteer for GreenTouch and are treated to a complimentary picnic lunch. If you would like to volunteer, contact us at 444-

3689 or toll-free 1-800-955-6083 or via email at: alyseng@beltramielectric.com.



Beltrami Touchstone Energy® Open

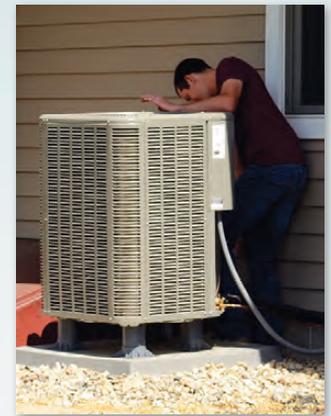


Beltrami Electric hosts this annual golf tournament in August at Castle Highlands Golf Course north of

Bemidji. Approximately 100 local and regional businesses sponsor this tournament each year, with up to 140 golfers participating in the event. The tournament format is a five-person team scramble. **All proceeds from this event are given to the United Way of the Bemidji Area.**

Rebates and Incentives

Beltrami Electric Cooperative recognizes that energy conservation is the best way for members to reduce their electric bills. Energy conservation and efficiency strategies play significant roles for Minnesota cooperatives and municipals in Minnkota Power Cooperative's service territory. PowerSavers offers incentives for a variety of projects.



- *Electric Water Heaters*
- *Programmable and Smart Thermostats*
- *Various Commercial and Industrial Incentives*
- *Insulation & Air Sealing*
- *Electric Vehicle (EV) Chargers*

Beltrami Electric 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.beltramielctric.com or contact our Energy Services department at 444-2540.



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 during a power outage:

1. Check your breakers or fuses and the outside disconnect switch (if applicable) 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, we ask that you check with your neighbors to determine if they are also without service before reporting the outage.
 3. Call 444-2540 or 1-800-955-6083
 - a. Report the outage directly to the office at 444-2540 or 1-800-955-6083. Have your location number available in the event our automated outage system does not recognize your phone number. **Providing BEC with a current phone number is the best way to ensure your outage call is automatically recognized.** If you have further details that may help the line crews restore power more quickly, you will be able to provide that information through our automated outage system.
 4. Report an outage through SmartHub
 - a. You may report an outage directly from your smartphone or tablet using the SmartHub app. To sign up or log in to SmartHub, please visit www.beltramielctric.com or go directly to BEC's SmartHub page at beltramielctric.smarthub.coop.
 5. Report an outage via TEXT MESSAGE
 - a. Call BEC to make sure we have your cell number recorded in our system.
 - b. After we have entered your cell phone number, you can register for this service at www.beltramielctric.com. You will be given an outage "texting number."
 - c. Add this number to your contacts list on your cell phone so it's ready when an outage occurs.
- For storm preparation tips and additional information on what to do in case of a power outage, please see our website at: <https://www.beltramielctric.com>.
- To view our Outage Map, go to www.beltramielctric.com and click on the Outage Map link on the top of the page.
- For outage updates, find us on facebook at: <https://www.facebook.com/BeltramiElectricCoop/>.

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

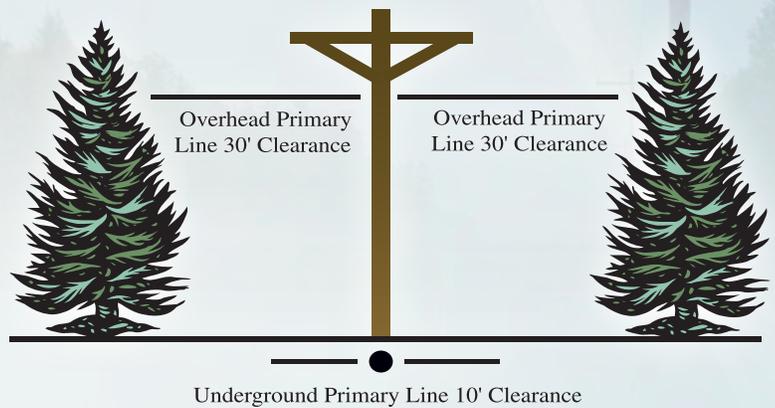
Beltrami Electric Cooperative has adopted a three-step maintenance cycle in an effort to ensure safer, more reliable electric service.

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.



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

Electrical Inspections

Any time you or an electrician performs wiring or other electrical work at your home, farm or business, Minnesota state law requires a state electrical inspector to conduct a proper inspection of the work. The state of Minnesota has high wiring standards, which are in the best interest of you, your family and your employees.

Electrical Inspectors

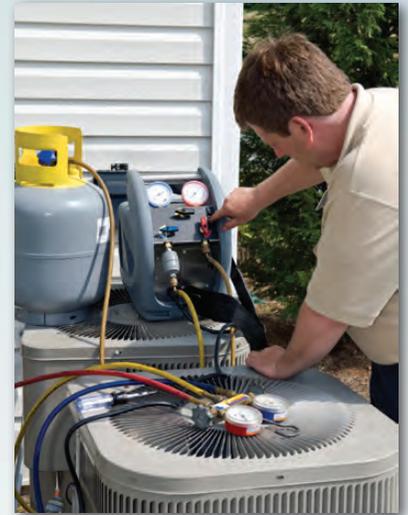
These are the electrical inspectors covering the area served by Beltrami Electric. They can be reached by phone Monday through Friday from 7-8:30 a.m., or by fax and email as indicated.

Beltrami County

Wade Koons
218-255-3011
wade@koonsinspections.com

Cass and Hubbard Counties

Steve Schauland
218-652-2213
Fax: 218-333-0451



New Service Requirements

If you are building a new service, the following steps must be completed before your service installation can be scheduled. You can find the complete list of requirements and new service application at www.beltramielctric.com under **Products & Services**, or by visiting the office.



1. Complete Membership Application
2. Complete New Service Application
3. Complete Right-of-way easement (*Copy of property deed required*)
4. Acquire proof of assigned E911 Address
5. Pay line construction charges
6. Create right-of-way corridor
7. Call to schedule an appointment with staking engineer
8. Install meter loop and have inspected by Electrical Inspector (*See above*)
9. Locate any buried private facilities such as well, sewer, etc. (*See Cooperative Development info*)
10. Call to schedule installation of your new service

If you need to make any changes to your existing electrical service with Beltrami Electric, contact our office or visit www.beltramielctric.com under **My Account/My Electric Service** for more information.



Cooperative
Development LLC

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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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

Articles of Incorporation and Bylaws

As Amended and Restated April 23, 2019

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 therefrom, 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.
4111 Technology Drive NW
Bemidji, MN 56601

Member Service

Phone: 218-444-2540

Toll-Free: 1-800-955-6083

Fax: 218-444-3676

Pay By Phone: 1-855-356-6345

24/7 Outage Reporting: 218-444-2540 (or) 800-955-6083

Email: info@beltramielectric.com

Website: www.beltramielectric.com



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Cooperative Inc.**

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