

Member Rights & Responsibilities

This information is provided in accordance with the rules set by HomeWorks Tri-County Electric Cooperative's Board of Directors. Please keep this member information packet handy for future reference. Information about our rates and rules, as approved by the Board of Directors, is available for your review upon request at our Portland and Blanchard offices and online at www.homeworks.org. If you have a question about your service or your electric bill, please contact one of our offices. You may also write us at 7973 E. Grand River Ave, Portland, MI 48875 or email us at: tricoenergy@homeworks.org.

If you don't receive a bill, or if you misplace it, please call our office at 1-800-562-8232. You are responsible for paying for your electric use on or before your bill's due date.

Billing Frequency

HomeWorks Tri-County sends bills to you monthly.

Meter Reading

HomeWorks Tri-County reads your meter each month, either remotely or by a meter reader sent to your home. Be sure the meter is accessible for our meter reader; your bill lists the meter reading date each month, so you can leave locked gates open or pen animals elsewhere on those dates. Our meter readers carry personal and vehicle identification for your protection.

Estimated Bills

With our meter reading program, we rarely lack an accurate reading of your meter. If we should have to estimate your energy use, we will estimate your use once and then take steps to obtain an accurate reading.

Budget Billing

Our budget billing plan allows you to pay the same amount each month. There is a reconciliation month each year, and you must have at least 12 months' billing history for us to use to establish your payment. Contact us if you want more information on budget billing.

Payment Arrangements, Delinquent Amounts

If you are unable to pay your bill in full, call us to make payment arrangements. If your account remains unpaid seven days after the due date, it is considered delinquent and our usual collection procedures, including notice of intent to discontinue service, will begin.

A one-time late charge of 2% is applied to delinquent amounts, excluding taxes. These accounts may be disconnected according to the approved rules and regulations.

Checking the Accuracy of Your Bill

Current rate schedules and worksheets are available from either office.

Power Supply Cost Recovery Factor

The Power Supply Cost Recovery Factor listed on your bill reflects the actual increase/decrease in the cost of wholesale power to HomeWorks Tri-County. The factor is shown as cents per kilowatt-hour (KWH).

Inquiry, Service, and Complaint Procedures

Call us for assistance when you:

- buy, sell, or rent property with electric services in place;
- need electric service at a new location;
- need greater capacity at your present location; or
- have questions or problems regarding your electric service or bill.

If you have a problem or complaint, contact us immediately. If it's about a bill, don't wait until the due date has passed. Errors or misunderstandings can be cleared up promptly when called to our attention.

If you believe any billing is incorrect, you may register a complaint disputing all or part of that billing. This may be done in person, by mail, or by phone.

Extended Payment, Settlement Agreements

If you don't dispute the amount of the bill but are unable to pay it in full by the due date, you may request extended payment terms. We will offer you an opportunity to enter into a written Settlement Agreement that provides a reasonable payment plan. The payment plan will be based on the amount owed, your ability to pay, your payment history, how long the amount has been past due, and the reason it has not been paid.

You will receive a copy of any Settlement Agreement you sign and we are both committed to the terms of the agreement. If you keep the agreement, and stay current with regular monthly bills, electric service continues as before. If you fail to keep the agreement, your service is subject to shut-off.

The rules do not require us to enter into an additional Settlement Agreement with you while one is in progress, or if you have defaulted on a previous agreement. Additionally, you waive your right to the dispute policy on any matter included in the agreement, unless HomeWorks Tri-County fails or refuses to follow the terms of the Settlement Agreement.

Security Deposits

Under the rules, you may be required to pay a security deposit if:

- You left an unpaid bill (that is not in dispute) with any electric or gas utility in the last six years.
- You request service for a residence where you do not reside.
- You misrepresent your identity or credit standing when you apply for service.
- You fail to provide positive proof of your identity, such as a driver's license, state identification card, or Social Security card.
- You were found to have unauthorized use, not in dispute, of utility service within the last 6 years.
- You were a member of a household within the last 3 years when another member who still resides there incurred a past-due utility bill that remains unpaid and is not in dispute.
- You sought relief under federal bankruptcy laws within the last 6 years.

In addition, a deposit may be required if:

- Your service was shut off for failure to pay past-due bills.
- You used service in an unauthorized manner, or tampered with our equipment.
- You have written one or more payments returned for insufficient funds or no account within the last 12 months.

If we require a deposit, the amount normally requested is twice the monthly average bill during the past 12 months.

We will not require a cash deposit or other guarantee as a condition of service based upon any of the following: commercial credit standards, race, color, creed, sex, age, national origin, income, location, or home ownership. We waive the deposit when payment is the responsibility of the Department of Human Services.

Security deposits earn interest at a rate set by the Board of Directors. We refund your deposit, including interest, when you establish good credit by paying your electric bills on time for 12 consecutive months.

If we require the deposit because of tampering or unauthorized use, we may hold it 36 months, and refund it on satisfactory payment during the last 12 months.

Your deposit refund is credited to your monthly bill; if it exceeds the bill amount, it will carry forward as a credit balance towards your next bill. We will, upon request, issue a check to you for the credit balance.

If you discontinue service before you have established good credit, we will credit the amount of your deposit, with interest, to your final bill. If it exceeds the final bill, we will issue a check to you for the balance.

Discontinuation of Service

Your electric service may be disconnected for any of the following reasons:

- Non-payment of a past-due bill.
- Failure to post a security deposit when required.
- Unauthorized use, interference or tampering with electric service.
- Failure to comply with the terms of a settlement agreement.
- Refusal to allow our employees reasonable access to our equipment on your property.
- Misrepresenting your identity to obtain service.
- Violation of any other rule that affects the safety of members or others, or the operation of HomeWorks' distribution system.
- A person living in your residence has an unpaid bill, not in dispute, in the past 6 years, and you lived in that person's residence when all or part of that debt was incurred.

Each time a HomeWorks employee visits your home to collect for nonpayment of your electric bill, a service charge may be added to the amount due. If we discontinue service for nonpayment, a reconnection fee is added to the total amount due before the meter can be reset. A deposit may also be required before reconnection.

Shutoff Notice

We will mail a written notice of intent to shut off your service to your last known address 10 days before the proposed action, or leave a notice at your residence whenever it is more feasible.

The notice will include:

- Name, address, and service location of the customer.
- HomeWorks' telephone number and address.
- The reason for the proposed discontinuation of service.
- The date, or a reasonable time after that, when the service will be discontinued.
- Your right to enter into a Settlement Agreement.
- Your right to present a complaint about the billing or other conditions of service to HomeWorks Tri-County before the proposed date of discontinuation.
- Your right to an informal dispute resolution if a complaint is not resolved.
- The requirement that you must pay the part of the bill not in dispute, or half the total bill if you cannot agree with HomeWorks Tri-County on the amount in dispute, within three days of filing the dispute.
- A statement that service will not be discontinued until the resolution of such a complaint.
- A suggestion to contact a social services agency if you believe you are eligible for an energy assistance program, and to determine your eligibility before signing any settlement agreement.
- A statement that a certified medical emergency may postpone the shutoff of service.
- A statement that HomeWorks may require a deposit and restoration charge.
- A statement that you should contact HomeWorks for information about a shutoff protection program.

We will not mail a disconnect notice for a past-due bill when you have registered a formal complaint with us concerning that bill.

Your meter may be disconnected between the hours of 8 a.m. and 4 p.m. If you request that we reconnect your meter after regular working hours, we will also collect an overtime fee before we reset the meter.

If you do not respond after a disconnect notice has been sent,

HomeWorks Tri-County will make a reasonable effort to contact you by telephone at least 24 hours before the proposed discontinuance of service.

If it becomes necessary to disconnect your electric service, the employee sent to make the disconnection will identify him or herself, explain HomeWorks Tri-County's purpose, and request reasonable proof that the past-due amount has been paid or is in dispute.

Our employee may be authorized to accept payment from you. Your service will not be disconnected if you make full payment, including any applicable service charges. You can pay by cash or money order, or by check if you have not made payment with an insufficient funds check within the past 12 months.

If you are not on the premises and we disconnect your service, we will leave a notice in a conspicuous place explaining that service has been discontinued; giving the address and telephone number of the office where you may arrange to have service restored; and that **any efforts to restore service on your own are unlawful and dangerous.**

Energy Assistance Programs

Each year, in the November-December issue of *Country Lines* magazine, we publish information about the state and federal emergency assistance programs for which you may be eligible. This includes the medical emergency provisions, any shutoff protection programs such as the Winter Protection Plan for low income or senior citizen customers, and military shutoff protections.

Medical Emergencies

If a medical emergency exists, disconnection can be delayed for a reasonable time, not to exceed 21 days. Please contact us with certification identifying the emergency and the specific time period during which the shutoff of service will aggravate the medical emergency. Postponement may be extended twice by renewal of the certificate.

Informal Dispute Resolution

Undisputed bills, or portions of bills, must be paid prior to investigation of disputed bills. Failure to make such payments waives the member's right to continue the disputed process.

Customer Service or the Collections department will investigate the dispute as soon as it comes to the attention of the Cooperative and resolve the dispute in a manner satisfactory to all parties. The department supervisor will advise the member of the investigation findings.

If HomeWorks Tri-County can't resolve your complaint, you have the right to appeal, in writing, with their reason(s) for the dispute. The appeal must be received within five business days of being notified of the Cooperative's findings. The appeal will be submitted to a standing Dispute Resolution Committee (four Cooperative supervisors and managers from any department other than Customer Service or Collections.)

The department that was handling the dispute will also submit its reason(s) for disagreement in writing to the Dispute Resolution Committee within five business days of notifying the member of its findings.

Within five business days of receiving the dispute, the Dispute Resolution Committee will notify the member and the Customer Service or Collections department of its findings.

This policy supersedes the Michigan Public Service Commission Billing Practices for matters regulated by the Cooperative.