

WISCONSIN ELECTRIC POWER COMPANY

Volume 2– Steam Rates, Rules and Regulations
Steam Service Area In City Of Wauwatosa

Revision 0 Sheet 1
Amendment No. 76

STEAM SERVICE AREA IN CITY OF WAUWATOSA

WISCONSIN ELECTRIC POWER COMPANY

STEAM SERVICE RATES, RULES AND REGULATIONS

This Volume 2 supercedes and cancels
Volume 1 of Wisconsin Electric Power Company,
Steam Service Rates, Rules and Regulations.

Note: Revisions are noted in the right margin as follows:

N -- New Provision

R -- Revision

D -- Deletion

WISCONSIN ELECTRIC POWER COMPANY

Volume 2– Steam Rates, Rules and Regulations
Steam Service Area In City Of Wauwatosa

Revision 0 Sheet 2
Amendment No. 76

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Revision 4 Sheet 5
Amendment No. 86
Rate Schedule Ag 1

HIGH AND LOW PRESSURE STEAM SERVICE

AVAILABILITY

To customers whose premises are located within the steam service territory and who contract for high pressure or low pressure steam service for periods of one year or more and who sign a service agreement where a line extension is involved.

RATE

Facilities Charge

\$0.50 per day for each meter or service connection.

Charge for Steam Production

Per thousand pounds (k lb.) \$17.83904

R

Charge for Steam Distribution

Per thousand pounds (k lb.) \$5.13535

R

Steam users on the distribution system will be charged the steam production and distribution charges. Steam users taking steam directly at the production facility will be charged only the steam production charge.

Fuel Adjustment

The foregoing rate is based on a cost of fuel (as assignable to Account No. 501-1 exclusively) delivered in the Company's steam service plants of \$4.81694 per million Btu. Whenever the monthly cost of fuel is more or less than that cost, the rate per M lb. (1,000 pounds) of steam shall be correspondingly increased or decreased 1.456 cents for each one cent increase or decrease in the cost to the Company of one million Btu.

R

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Minimum Charge

The monthly minimum charge shall be the facilities charge or the minimum charge as stated in the contract, whichever is the greater.

Late Payment Charge

A one percent (1%) per month late payment charge will be applied to outstanding charges past due.

CONDITIONS OF DELIVERY

(1) A new customer taking service under this rate must execute a service agreement if a line extension is involved. Terms and length of agreement to be determined by application of extension of service guidelines Section 201, and by recovery of cost of extension of service.

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Revision 0 Sheet 5.1
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CONDITIONS OF DELIVERY (cont.)

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- (2) The customer shall, at their expense, install all equipment and materials necessary for the proper utilization of the steam furnished by the Company. All such equipment shall conform to the Company's rules and regulations. The customer's system shall be configured so that none of its energy requirements served under this rate can be transferred to service furnished under any other of the Company's other electric or steam rates.
- (3) The customer must provide access to the Company's service valve on the customer's premises at all times or pay the Company the cost to install another service valve which will be accessible to the Company at all times.
- (4) The Company shall not be liable for any damages sustained by customer because of interruptions, deficiencies, or imperfections of steam service provided under this rate.

(Continued to Sheet No. 6)

100. RULES AND GENERAL INFORMATION PERTAINING TO STEAM SERVICE, DISTRIBUTION SYSTEM, METERS, SERVICE CONNECTION AND PIPING

101. General

- (a) Steam service can be distributed only over a limited area. Steam losses in piping are generally constant for a given size, length, and design of main irrespective of the quantity of steam being distributed to customers. Steam mains are therefore, of necessity, confined to limited areas surrounding steam generating stations. Because of wide variations in steam service requirements, steam mains are not uniformly accessible on each street within the existing steam service territory. Steam service distribution piping is generally constructed underground, can be expensive, and when once installed possess a definite maximum capacity. R

- (b) Service connections will be constructed upon application in accordance with the Steam Service Rules and Regulations of the Company, within the capacity of the steam generating facilities and distribution system's ability to deliver the service. The Company shall not be obligated to furnish service to new customers or materially increase service to existing customers except where such additional service is available from the Company's existing piping and where the quality of service furnished to existing customers will not be impaired. R

- (c) Failure to comply with the Steam Service Rules and Regulations of the Company may seriously affect the service furnished other customers. The Company may refuse connection or suspend service to such customers who fail to comply with these rules and regulations.

(Continued to Sheet No. 7)

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(Continued from Sheet No. 6)

101. General, (continued)

- (d) The Company will activate steam service only upon the written request of the customer. Steam will be turned off only upon request of the customer or only in accordance with the disconnect procedure. The Company assumes no liability for injuries or damage resulting to persons or property on customer's premises caused by turning steam into or off of customer's piping system. **R**

- (e) All service agreements accepted by a Company representatives from prospective customers for steam service will be accepted and become effective only subject to the operation of all of the Steam Service Rules and Regulations of the Company. Where such customers are not located adjacent to existing piping, such service agreements are contingent in any event upon the piping being extended as necessary to reach such customers in accordance with these rules and regulations. **R**

- (f) The Company will use reasonable diligence to provide an uninterrupted and regular supply of service, but it shall not be liable for interruptions, deficiencies or imperfections of service. The Company may temporarily suspend the delivery of service when necessary for the purpose of routine maintenance, making repairs, changes or improvements on any part of its distribution system. Whenever it is possible to anticipate such interruptions, they shall be made at a time that least affects service to the customer as a whole. **R**

- (g) The rules and regulations contained herein pertaining to construction standards may be waived by the Company for customers taking steam service from Milwaukee County at the time the Company contracted to acquire Milwaukee County Power Plant provided that the customers existing equipment is safe and can be operated without causing operational problems or additional costs for the Company.

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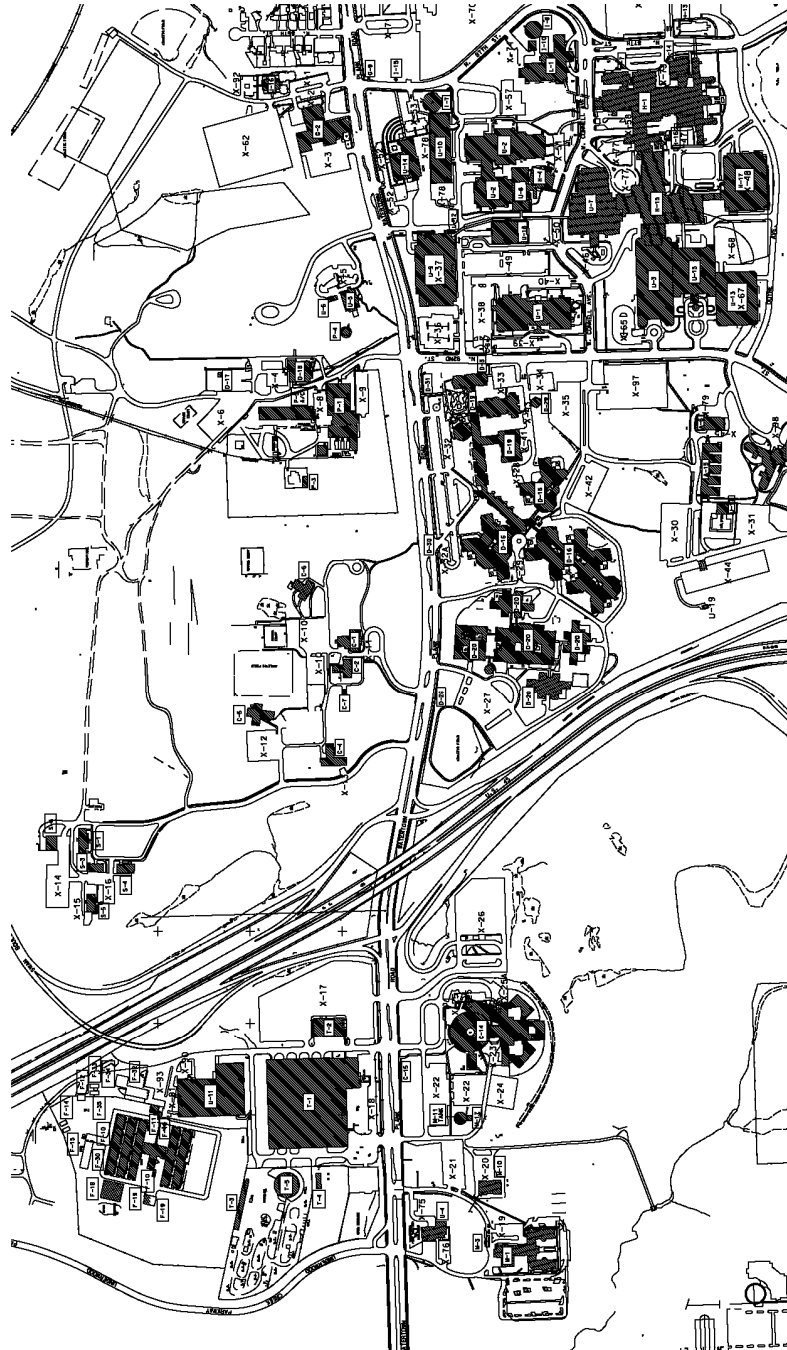
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WISCONSIN ELECTRIC POWER COMPANY

Revision 1 Sheet 9
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103. Services

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- (a) The Company shall furnish, install and maintain the necessary service valves and the underground service lateral from the piping to a point not more than two feet inside the customer's building or inside the customer's property line if the building is set back. Unless the customer indicates in writing to the Company that the customer wishes to be responsible for maintenance of the underground service lateral, all necessary repairs and replacements on such steam service line will be made by the Company at the expense of the customer. The rates the Company charges for such maintenance shall be consistent with the prevailing rates in the area for similar services.
- (b) Only one service connection for each class of service and for each separate premises will be furnished by the Company. Where premises or building is occupied by a number of customers which are to be metered separately, the customers are required to provide separate piping to the Company's service valve or, where this is not practical, customers may provide an extension from the Company's service valve with individual branches. A secondary service valve will be located not more than two feet inside each customer's premises. Such extension will be operated as a part of the Company's service connection as long as it is maintained and properly insulated, without expense to the Company, and that secondary service valves remain accessible and subject to the control of the Company.
- (c) The customer shall advise the Company in writing of any contemplated changes in their installation, so that it may inspect the new installation and provide a meter and service of proper capacity. Failure to so advise the Company may result in an impairment or interruption of service and the customer shall be liable for any loss to the Company or any damage to the Company's equipment.
- (d) The Company shall, when possible, install piping and service so as to drain the water of condensation in such piping away from the Company's service valve in the customer's premises. If it is impracticable to install piping and services so as to drain away from the service valve, the Company will, if necessary, provide a drip and trap for removing water of condensation on customer property. The customer will be billed for such condensation.

104. Metering

- (a) The Company shall meter the steam delivered to a customer by means of an integrating steam flow meter or a condensate meter, at its option, depending on the customer's steam requirements and the circumstances at the particular installation. The Company shall furnish, install and maintain the meter.

104.1 Integrating Steam Flow Meters

- (a) Where needed, the customer shall supply a dedicated source of electric service at 120 volts with sufficient capacity to operate the steam flow meters. The Company shall connect electric service to the steam flow meter. R
- (b) Sufficient space shall be allowed in customer's building piping for straight pipe installation normally equivalent to 20 diameters of service pipe upstream from the meter and 5 diameters of service pipe downstream from the meter. Meter setting shall be installed according to specifications supplied by the Company. All relief valves, desuperheating equipment, pressure regulating and control valves required for operation of the customer's facilities shall be installed after the flow metering equipment.
- (c) The customer shall connect its piping system to the Company's service valve and meter. The water of condensation shall belong to the Company. If the Company initially elects to recover its condensate, it shall be the responsibility of the customer to arrange to return the condensate to a point or points designated by the Company. If the Company initially elects not to recover its condensate, it shall be the customer's responsibility to arrange for disposal of the condensate in accordance with municipal and state plumbing and drainage codes. If the Company later elects to recover the condensate, connections from the customer's discharge system to the Company's return pipe shall be the responsibility of the Company, and the customer shall permit reasonable access and provide necessary easements to enable the Company to effect such recovery.

104.2 Condensate Meters

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- (a) The Company shall not be obligated to serve any equipment or device which draws unmetered steam from its system without returning the condensation of such steam to a condensate meter. Where any such equipment is found to be operating on the premises of a customer and, in the Company's judgment, the device and the method of its use are such that the use of steam can be estimated with reasonable accuracy, then such estimated use of steam for such period of time as the device has been or will continue to be used shall be added to the use of steam registered on customer's meter. Condensate diverted from flowing through the condensate meter shall be paid for on the basis of a Company estimate of the total condensate from the steam furnished until diversion is rectified.
- (b) The customer shall supply and install any cooling coils and other equipment necessary to cool the water of condensation sufficiently to permit accurate condensate metering and to avoid vapors arising noticeable from water of condensation discharged from the meter. Customer shall also provide and install a condensation receiver tank of sufficient size to handle all condensate returns at peak load conditions, from which condensation will be piped direct to the condensate meter. The water of condensation shall belong to the Company, but the Company may elect to have such water discharged to the sewer on the customer's premises.
- (c) The customer shall connect their piping system to the Company's service valve and meter or meters. The customer shall provide, install and connect the necessary discharge pipe from the meter or meters, to customer's building sewer system or the Company's return pipe, where such is used. When such discharge piping requires connection to customer's building sewer system, a continuous connection shall be provided with the necessary trap, funnel, etc., in accordance with the municipal and state plumbing and drainage codes. The customer may, at their own expense, install a steam separator and trap on the customer's side of Company's service valve, and the condensation so removed by customer's trap shall be piped to the catch-basin, or to Company's return line at the option of the Company, and such condensation shall not pass through the customer's meter.

105. Building Piping

- (a) The customer shall provide a suitable place for the Company's service valve and meter, which shall be freely accessible to the Company at all reasonable times for inspection, repair or removal, and meter reading. The customer shall be responsible for the Company's meter, service valve and connections and shall not permit anyone, other than an agent of the Company, or a person otherwise lawfully entitled, to have access to any of the Company's equipment and materials. The customer shall be liable, and reimburse the Company, for all damage to the aforementioned facilities on the customer's premises, caused by any act or neglect of the customer, or any unauthorized person permitted access to the Company's equipment and materials. The customer shall supply and install all piping, valves, fittings, radiation, traps, including a suitable pressure relief valve and relief valve discharge pipe where a relief valve is required by state or municipal code, and other equipment required to receive, transmit and utilize, in a safe and proper manner, the steam service supplied by the Company. The equipment so furnished by the customer shall be subject to the approval of the Company, with respect to its effect on the Company's service and the accuracy of measuring the quantity of steam supplied.

(Continued from Sheet No. 13)

200. EXTENSION OF STEAM SERVICE

201. Extension of Steam Service

- (a) The extension of the distribution system piping to serve a new customer(s) piping is defined as including all of the additional facilities necessary to connect and serve such customer(s). The investment in such facilities shall include all costs associated with the installation of piping, service connections, service valves, and meters and the acquisition of land and easements, if such are required. The estimated cost will include any costs resulting from municipal ordinances which may dictate the method or location for installing steam mains.
- (b) Steam piping extensions and service connection for new customer(s) will be subject to the limitations of the capacity of steam generating capacity and existing steam piping. Extensions are also made subject to the approval of the municipality for necessary street openings and, if necessary, approval of the Public Service Commission of Wisconsin, when such extensions are either outside the existing service territory or if the magnitude of costs requires such approval.
- (c) The customer(s) will pay in advance to the Company the estimated cost to extend its distribution piping system. The estimated cost will include any costs resulting from municipal ordinances which may dictate the method of installing steam piping. The estimated cost shall be reduced by an average embedded cost equal to \$10.00 per 1,000 pounds of steam. The customer(s) will then nominate a minimum annual contractual usage on which the average embedded cost will be based, and will sign a service agreement with the company for such minimum usage for a length of time that permits the company to recover the costs associated with the extensions of service. If the customer terminates the service agreement prior to the date of termination as set forth in said service agreement, the customer will pay to the Company a cancellation charge equal to the minimum annual contractual usage for the months/years remaining in the service agreement multiplied by the charge for steam, including any applicable fuel cost adjustment charge. The Company will retain ownership of the extension of service. D
R
- (d) Developers and sub dividers who make a development ready for steam, shall pay, in advance of construction, the total estimated cost to extend the steam distribution piping system. The estimated cost will include any costs resulting from municipal ordinances which may dictate the method of installing steam piping. The developer or sub divider may receive a refund no customer(s) are connected to the extended distribution system. The refund, if any, shall equal the amount by which the average embedded cost applicable at the time the extension was installed or the current average embedded cost, whichever is greater, exceeds the estimated cost of any additional distribution facilities required for the new customer. If the estimated cost of the additional distribution facilities exceeds the average embedded cost, no refund is due the developer or sub divider and the new customer will be required to pay an installation charge, as provided in Section 200(c). D

(Continued to Sheet No. 15)

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(Continued from Sheet No. 14)

201. Extension of Steam Service (continued)

- (d) (cont.) The connecting customer(s) must nominate a minimum annual contractual usage on which the average embedded cost will be based, and will sign a service agreement with the company for such minimum usage for a length of time that permits the company to recover the costs associated with the extensions of service. If the customer terminates the service agreement prior to the date of termination as set forth in said service agreement, the customer will pay to the Company a cancellation charge equal to the minimum annual contractual usage for the months/years remaining in the service agreement multiplied by the charge for steam, including any applicable fuel cost adjustment charge. The developer or sub divider shall receive refunds, if any, for five years from that installation date. In no case shall the developer or sub divider receive funds in excess of the original charge. The Company will retain ownership of the extension of service. **N**

- (e) In the event that the Company shall refuse to extend its distribution system because of system limitations or economic considerations, the Company shall provide the customer the reasons for such refusal. The customer will be informed of the right to ask for a review of the refusal by the staff of the Public Service Commission of Wisconsin. **R**

- (f) Where the Company installs piping larger than necessary for connecting new customer(s), and an additional customer(s) is connected to this piping extension within four years from the date steam service is available, the Company may reallocate the cost of that extension between the original customer(s) and additional customer(s) on the basis of the steam delivery capacity required by each. **R**

In no case will the sum of the contributions exceed the cost of the original main extension. If, as a result of the contribution from such additional customer(s), a refund is due to the original customer(s), such refund shall not exceed the amount originally contributed by them. In no case will a customer pay an amount greater than the current cost of providing service to him on an isolated basis.

- (g) The Company reserves the right to further extend its distribution system piping at any time without procuring the consent of the customer(s) from whom the original extension was made. The Company shall have the privilege of connecting any of its present customers, now receiving service from its existing distribution system, to such extension without obligation to refund any portion of prior contributions to the customers for whom an extension has been made. **R**

- (h) Modifications or relocations of service piping required by construction, remodeling or removal of the customer's service piping will be completed by the Company and charged to the customer. **R**

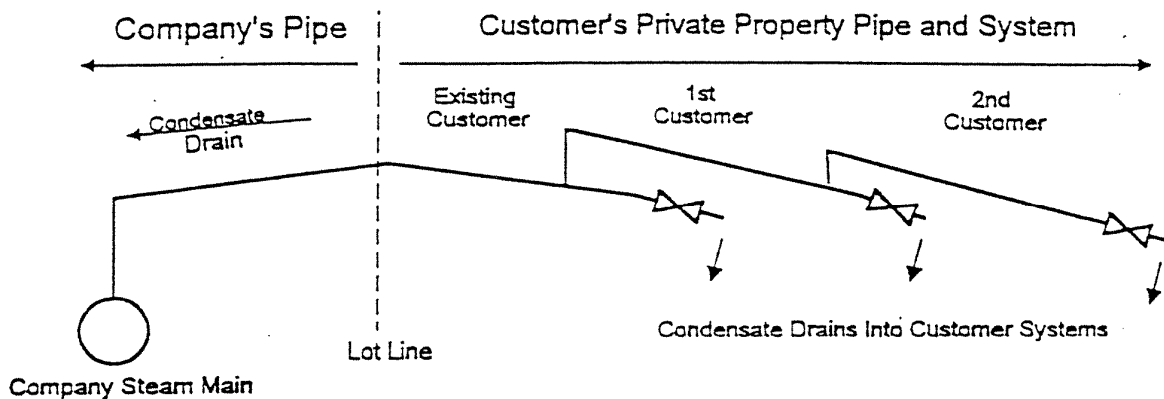
(Continued to Sheet No. 16)

(Continued from Sheet No. 15)

201. Extension of Steam Service (continued)

- (i) The Company shall not be required to extend mains or install service connection between November 1 and April 30 unless due recognition is given to potential increased costs of construction during this period. The Company shall not be required to start construction of the new facilities prior to the time the premises to be served have been piped and equipped to use steam service in accordance with these rules and regulations or prior to the time the customer(s) have entered into contracts for the installation of such piping and equipment. R

- (j) Steam service extensions to a customer, or customers are normally installed with the high point at the property line. Condensate formed in the service piping from the street to lot line drains back to the Company's system whenever possible. Condensate formed in the private property piping from the property line to the customer's premises is drained into the customer's system and added to their bill. Where there is a private property pipe extension from an existing customer, and the quantity of steam condensed in this private property extension exceeds 30% of the steam used and metered by the customer, or customers, that this steam extension serves. Such excess condensation shall be added to the customer, or customer's, monthly steam used in computing the customer's bill. See the following sketch: R



- (k) Where the normal installation cannot be made and the private property pipe drains into the Company's system, the condensate in the private property pipe shall be metered, or estimated, by the Company and added to the customer's monthly steam used in computing the bills for service. Conversely, where the Company's pipe drains into the customer's system, the condensate in the Company's pipe shall be metered or estimated, by the Company, and subtracted from the customer's monthly steam used in computing the bills for service, if a drain and trap is not installed to eliminate condensate drainage to the customer's system. R

(Continued to Sheet No. 17)

(Continued from Sheet No. 16)

201. Extension of Steam Service (continued)

- (l) Private property piping is that pipe from the lot line extending into the customer's premises and it is the responsibility of the customer, or owner of the premises, not to allow leaks to occur and to properly maintain and insulate the pipe. The Company reserves the right to discontinue service to private property piping not properly maintained. All costs associated with maintaining service through a private property extension are the responsibility of the customer. Private property extensions are shown on company system maps. **R**

At the customer's request, the Company will repair leaks on private property extensions and charge the customers.

300. RULES GOVERNING ACCOUNTING PROCEDURE

R

301. Contracts – General

- (a) All customers are required to execute a written service agreement. The service agreements required are specified in the rate schedules and main extension rules. In general, contracts are automatically extended at the end of their terms under conditions stated in the contract.
- (b) Customers for whom unusual investment in construction or equipment is necessary may be required to execute special long-term service agreements.
- (c) A service agreement taken by a Company representative from a prospective customer for service from a proposed piping extension within the Company's service territory, shall be accepted by the Company contingent upon the Company's piping being extended to reach such customer in accordance with the Company's steam service extension rules and its ability to obtain the necessary approval of the governing authorities to open the streets.

302. Discontinuance of Service

- (a) A customer receiving service under a service agreement which specifies an annual minimum charge, who discontinues service prior to the expiration of his contract, shall pay the remaining minimum charges provided in that contract unless a successor assumes the obligation. **R**

- (b) A customer who is not a party to a guaranty service agreement under Section 201, and who discontinues service prior to the expiration of the initial term of their service agreement for service, shall have the option of paying the minimum bills specified in the applicable rate for the remainder of the term or paying the cost of disconnection of service as specified in Section 306.3. The charges specified above will not be made if, **R**
 - (1) The premises are promptly reoccupied by a new customer,
 - (2) The customer moves to a new location and continues to use the same type of service or,
 - (3) The customer is unable to continue to use service because of fire, insurrection, riot, action of the elements, civil or military, authority or any other like causes beyond its control.

- (c) Low pressure customers who regularly use high pressure service during summer months only and annually connect and disconnect high pressure service, shall pay the cost of connection and disconnection specified in Section 302(b). Such charges will be paid with the final bill each time the high pressure service is disconnected.

- (d) A customer shall not receive a reduced minimum charge for temporary disconnection of service. If reconnected within 12 months of disconnection, the customer shall also pay the reconnection charge as specified in Section 306.3. **R**

- (e) A customer who requests disconnection of service shall pay the applicable disconnection charge as specified in Section 306.3. **N**

303. Responsibility for Use of Service

- (a) A customer failing to notify the Company when discontinuing service shall be responsible for the payment for all service used, as determined by the Company, up to the time premises are occupied by a successor customer.
- (b) A customer using service without first making application therefore, shall be responsible for the payment of all service used, as determined by the Company, from the time the premises were vacated by the preceding customer, and for all damages caused as a result of such unauthorized use.
- (c) If service is discontinued by one customer and resumed by another on the same premises, without notice to the Company by either customer, then each customer shall be responsible for payment of only their share of all service used, as determined by the Company.

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304. Payment Procedure

- (a) Bills will be due and payable on or before the due date specified on the bill.
- (b) Payments received by mail will be considered as paid by the due date when the payment is received on or before the due state shown on the bill.
- (c) Utility service bills may be paid at authorized pay stations. A convenience fee may be charged by the third party processing the payment at the authorized pay station. The Company will not be responsible for payments made to unauthorized pay stations. **R**
- (d) A late payment charge will be applied to bills which are not paid by the specified due date on the bill. The late payment charge will be applied under the following conditions:
 - (1) The charge will be applied no sooner than 20 days after the mailing date of the bill.
 - (2) The amount of the charge will be as specified in the utility service rate schedules.
 - (3) The charge will be applied to all customer classes and rate classifications.
 - (4) The charge will not be waived, if it was properly applied.
- (e) A \$15.00 charge will be made for processing checks that have been returned for insufficient funds, and further, the Company shall pass through to the customer (in addition to the processing fee) any actual bank charges incurred or imputed by the Company which arise from the check being returned to the Company. **R**

305. Credit Requirements

305.1 Deposits for Steam Service

- (a) Whenever the credit standing of an applicant for service is not satisfactory to the Company, they may be required to deposit a sum not exceeding the estimated gross bills for service for any two consecutive months selected by the Company. **R**
- (b) The deposit will be refunded after twenty-four consecutive months of prompt payment if the customer's credit standing has become satisfactory to the Company. Payment shall be considered "prompt" if it is received prior to the issuance of a notice of disconnection of service.
- (c) A new, or additional, deposit may be required upon eight days' written notice of the need for such deposit, if the customer's credit standing has become unsatisfactory to the Company, or if the existing deposit has become inadequate to cover two months' bills. Deposits for existing accounts will not exceed the highest actual gross bill for any two consecutive months, within the preceding twelve month review period, as determined by the Company.

305.2 Conditions of Deposit

- (a) Deposits will bear interest at the rate determined annually by the Public Service Commission. When refunds are made, interest will be payable from the date of the deposit to the date of the refund or discontinuance of service, whichever is earlier. **R**
- (b) Deposits refunded prior to termination of service will be refunded by check, unless the customer and the Company agree to a credit on the customer's regular bill.
- (c) Deposits refunded upon termination of service will be applied to unpaid final bill charges and the balance, if any, will be refunded.

(Continued to Sheet No. 23)

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(Continued from Sheet No. 22)

305.2 Conditions of Deposit (continued)

- (d) The Company will explain in writing to the customer the reason for the request for a deposit or guarantee. **R**
- (e) Service to any customer who fails to comply with these requirements may be disconnected upon 10 days' written notice. **R**
- (f) Where a customer is disconnected for failure to establish credit, the customer will not be charged for reconnection if, at a later date, its credit is established and he is given notice.

305.3 Guarantors

- (a) The Company may accept, in lieu of a cash deposit, a guaranty agreement signed by a guarantor, whereby payment of a specified sum, not exceeding the cash deposit requirement, is guaranteed, provided the credit standing of the guarantor is satisfactory to the Company.
- (b) The term of such guaranty agreement shall be for no longer than one year for a residential customer, or two years for a commercial customer, but it shall automatically terminate after the customer has closed his or her account with the utility, or at the guarantor's request upon thirty days' written notice to the Company. **R**
- (c) Upon termination of a guaranty agreement, or whatever the Company deems the same insufficient as to amount or surety, a cash deposit or a new or additional guaranty may be required upon 20 days' written notice to the customer. **R**
- (d) The Company will mail the guarantor copies of all disconnection notices sent to the customer whose account was guaranteed, unless the guarantor had waived such notice in writing. **R**
- (e) Service to any customer who fails to comply with these requirements may be disconnected upon 10 days' written notice. **R**

305.4 Special Practices and Limitations

- (a) When a prospective, or present, customer is unable to furnish either the required cash deposit or a satisfactory guaranty, or when the customer's business is of a hazardous or temporary nature, the Company may, at its option, bill such customer on a basis of less than one month with a corresponding modification of its credit requirements and collection practices.
- (b) The above rules place no limitations upon deposits or guaranties required in connection with contracts covering main extensions or equipment.

WISCONSIN ELECTRIC POWER COMPANY

Revision 1 Sheet 25
Amendment No. 79

Volume 2– Steam Rates, Rules and Regulations
Steam Service Area In City Of Wauwatosa

306. Collection Procedures

306.1 General

- (a) Steam service accounts are due and payable on, or before, the due date specified on the bill. Accounts which remain unpaid after that date are considered in arrears, and shall be deemed delinquent for collection purposes 21 days after issuance of the bill.
- (b) A current bill considered for collection action is defined as including all charges up to the time collection action is started.

306.2 Collection Action

- (a) Collection action will be taken on any steam service account on which one or more bills are in arrears in excess of the amount most recently designated as the collection action limit for the class of service involved. The arrears for service accounts may cover a period of more than one month before collection action is started, except as hereinafter provided.

- (b) When collection action is required, the following steps shall be taken:

- (1) A written notice of disconnection will be sent to the customer 10 calendar days prior to the first date of the proposed disconnection. **R**
- (2) If the delinquent charges remain unpaid at the end of the above notice period and satisfactory arrangements for payment have not been made, service may be discontinued without further notice on, or before, the 20th calendar day after the mailing date of the written notice of disconnection by the Company. **R**
- (3) If service is not disconnected during the above prescribed period, a subsequent notice shall be left on the premises not less than 24 hours, nor more than 48 hours, prior to disconnection.

Disconnection notice will be given on a form approved by the Public Service Commission of Wisconsin shown in Section 306.4. **R**

(Continued to Sheet No. 26)

Issued: 1-26-06

Effective: For service furnished on and after 1-26-06

PSCW Authorization: Order dated 1-26-06 in Docket No. 05-UR-102

(Continued from Sheet No. 25)

306.2 Collection Action, (continued)

- (c) Customers whose accounts are subject to collection action may defer or avoid disconnection service by making a payment, within the period specified in the disconnection notice, in an amount sufficient to reduce the arrears below the collection action limit, or by making one of the following arrangements:
 - (1) An agreement with the Company for extension of time for a specific period.
 - (2) An agreement with the Company for payment of the arrears by installments added to the regular monthly bills for service.

- (d) In certain circumstances the Company may begin collection action regardless of the amount or period of arrears. Some of such circumstances are as follows:
 - (1) When service arrears are being billed in accordance with an installment agreement and the current month's bill, and/or the installments, are in arrears.
 - (2) When several accounts for one customer at the same location are in arrears, and one of these accounts is in arrears in excess of the collection action limit in force.
 - (3) When a customer whose service has been disconnected for non-payment, or who has unpaid arrears charges from a previous address, has made satisfactory arrangements for reconnection, but is unable to pay the delinquent bills. In such cases, the Company may conduct collection action on any additional arrears regardless of the amount or period of arrears.
 - (4) When a customer's service account has been paid in an irregular manner and its credit standing does not permit extension of credit to an amount equal to the collection action limit.

306.3 Disconnection and Reconnection Fees for Steam Service Only

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Reconnection fee is \$84 during regular work hours
Reconnection fee is \$152 after regular work hours and on Saturdays
Reconnection fee is \$179 on Sunday and holidays

Disconnection fee is \$60 during regular work hours
Disconnection fee is \$127 after regular work hours and on Saturdays
Disconnection fee is \$149 on Sunday and holidays

Regular work hours are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m., not including those days designated as Company holidays or legal holidays for New Year's Day, Memorial Day, Independence Day, Labor day, Thanksgiving Day, and Christmas Day.

Where one or more classes of service on the same premises have been disconnected for non-payment of arrears, service shall be restored only upon satisfactory arrangement of payment of arrears and re-establishment of credit. The customer will also be billed the applicable reconnection fee.

306.4 Disconnection Notice – Residential

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Your account is past due!

Disconnection Notice


If you purchase natural gas, electric or steam service from We Energies, any of these services may be disconnected.

¡ADVISO DE DESCONECCIÓN!
 ¡Favor de solicitar ayuda de un traductor inmediatamente!

Please call: 800-842-4565
Or the phone number listed on your bill.
 Monday-Friday, 7 a.m. to 9 p.m.
 Saturday, 8 a.m. to 1 p.m.

Payment Options
Payment Arrangements: If you cannot pay your bill in full, you may be eligible for a payment arrangement.
Pay Stations: You can pay your energy bill in-person. Contact us to find the pay station location nearest you.
Credit Card Payments: You can pay your energy bill by credit card 24 hours a day using your touch-tone phone by calling 888-823-2943. A convenience fee will be charged. Some restrictions may apply.
Automatic Pay Plan (APP): When your bill is paid in full, you may be eligible for APP. Once enrolled in APP, your full balance can be paid automatically through your designated bank account. Our APP can help you make on-time payments every month.

Contact Us
 Please contact us immediately to make a payment and a payment arrangement if your household has an infant, young child, elderly person, someone with developmental/mental disabilities, someone who is seriously ill or someone using a life-support system.



Medical or Protective Services Emergency

If you have a medical emergency or protective services emergency, we may postpone your service disconnection up to 21 days. You will need to provide proof that your household situation is considered a medical emergency or protective services emergency. This proof can be a statement from a licensed physician, or a notice from a public health, social services or law enforcement official, which identifies the emergency condition or situation that exists in your home and specifies the period of time during which disconnection will aggravate the circumstances.

Servicemembers Civil Relief Act

If you or your spouse is called to full-time active military service, you may apply for shut-off protection. You must provide verification of active duty status.

Service Reconnection

When we receive payment of all past-due charges or when you make a payment and a payment arrangement, we will schedule the reconnection of your energy service the next available business day. There will be an additional charge for reconnection, and an adult may need to be home.

Energy Assistance

Contact your County Social Service Agency for eligibility requirements and other information on funds available to help pay your residential energy bill.

Credit Bureau Reporting

We report residential and farm accounts to the credit bureau each month.

Appeal Process

If you are disputing the grounds for disconnection, please contact us. We will investigate your inquiry. If you are not satisfied, you may contact the Public Service Commission of Wisconsin at 800-225-7729 or the Michigan Public Service Commission at 800-292-9555* and ask for an informal review of the situation.

*Michigan customers who are still not satisfied may request a hearing with a utility hearing officer before the date of proposed disconnection of service. However, you must pay that portion of the bill not in dispute within 10 days after each request. You have the right to represent yourself during the complaint process or be represented by counsel or any other person of your choice. The disconnection of your service will be postponed pending the resolution of your complaint.



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307. Billing Procedure

307.1 General

- (a) Meters shall be read and bills rendered monthly. The Company does not guarantee to read meters and render bills for calendar months nor on specified dates, but it shall endeavor, as far as practicable, to maintain the same billing schedule from month to month.
- (b) Whenever a meter, either upon compliant or routine test, is found defective or to have an average error in the operating range of more than 4%, the Company shall make an adjustment of the bills for service based upon such information or data, as are available. Adjustments for fast meters shall be made for a period equal to one-half the time elapsed since the meter was installed, or since the last previous test, whichever is later. For stopped meters or meters showing obvious errors, adjustment shall be made on the basis of meter registrations prior to, or subsequent to, observation of stoppage or error. Except as provided above, no adjustment for slow meters shall be made.
- (c) The Company shall not be responsible nor liable for any damage, loss, or injury, caused directly or indirectly, by defects in the piping on the customer's premises, or by suspension of service for either nonpayment of service bills or failure to establish and maintain credit.
- (d) All billing adjustments relating to customer responsible leaks will be estimated by the Company and appropriate bill adjustments will be made.

Issued: 12/18/00

Effective: For service furnished on and after 12/18/00

PSCW Authorization: Letter dated 12/12/00

307.2 Initial and Final Billing

(a) Initial Billing of New Customers

When service has been used for one or more days prior to the first scheduled meter reading date, the charges for service on the initial bill shall be prorated based on the actual number of days service was connected. This is applicable to the facilities charge and/or minimum charge.

(b) Final Billing for Customers Discontinuing Service

When service has been discontinued between regular scheduled meter reading dates, the charges for service on the final bill shall be prorated on the same basis as described in Section 307.2(a) for initial billing.