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**C4.3 Centrally metered installations. (Contd)**

Failure of a centrally metered customer to enter into and comply with the Contract for Maintenance of Customer-Owned Underground Gas Distribution Systems, as above described, shall be cause for cessation of gas service which will not be reinstated or installed until such contract has been executed and complied with.

**C4.4 Redistribution of gas service.**

Gas will not be supplied to any customer except for the customer's own use or for the use of the customer's tenants in the building or premise supplied with gas under the service agreement between the Company and the customer. Gas will not be supplied under a filed rate of this rate schedule for submetering or resale by or to any owner, tenant or occupant of any premises. A customer shall not submeter, resell or otherwise dispose of any gas supplied to him under any filed rate; except that a customer of the Company may redistribute such gas to his tenants in the premises supplied when the customer is supplied under a filed rate which does not prohibit such redistribution, and provided that no specific charge is made therein.

**C4.5 Notice of change in ownership of occupancy of premises.**

Immediately upon sale, lease or any other change in occupancy of the premises or any portion thereof supplied under an agreement for service, the customer shall give written notice to the Company of such change.

**C5. CUSTOMER RESPONSIBILITIES**

**C5.1 Access to premises.**

The Company shall have the right of access to its meter or appurtenances upon the customer's premises at all reasonable times for the purpose of reading meters, of inspecting or repairing its meters and appurtenances, or of removing its property, or for any other proper purpose. All authorized employees of the Company are provided with proper identification.

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## **C5. CUSTOMER RESPONSIBILITIES (Condt)**

### **C5.2 Discontinuance or withholding of service.**

The customer is responsible for the payment of bills until service is ordered discontinued and the Company has had reasonable time for securing a final meter reading.

The Company may disconnect service subject to the notification requirements of Rule 38 (R460.138) and Rule 14 (R460.2084) for those reasons set forth in Rule 37 (R460.137) or Rule 14 (R460.2084). If a hazardous condition exists, pursuant to Rule 36 (R460.136), service may be discontinued without notice. If service is terminated due to meter tampering or theft of gas, the customer may be required to bear all associated costs incurred by Michigan Gas Utilities, including, but not limited to, all materials charges, labor charges, investigation and prosecution costs, and such protective equipment as is deemed necessary.

A charge of forty-five dollars (\$45.00) will be made to cover the cost of restoring service when it has been discontinued because of theft or meter tampering.

### **C5.3 Liability.**

(a) Continuity of supply.

Except for gas supplied under certain transportation rates and Interruptible sales service, the Company will endeavor at all times to provide a regular and uninterrupted supply of service, but the Company shall not be liable for loss or damage which the customer may sustain by reason of the failure of the service, whether caused by accidents, repairs or otherwise, or incurred by the use of gas or appliances or presence of the Company's property on the customer's premises. Nor shall the Company be held liable for loss or damage occurring under or by virtue of the exercise of authority or regulation by governmental, military or lawfully established civilian agencies, or due to condition or causes beyond the Company's control.

(b) Customer's equipment.

Neither by inspection or non-rejection, nor in any other way does the Company give any warranty expressed or implied as to the adequacy, safety or other characteristics of any structures, equipment, wires, pipes, appliances or devices owned, installed or maintained by the customer or leased by the customer from third parties.

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### **C5.3 Liability (contd.)**

(c) Selection of rate.

The Company will endeavor to assist a customer in the selection of the filed rate which may be most favorable to his requirements, but the responsibility for the selection of the rate lies with the customer and the Company makes no warranty, expressed or implied, as to the rates, classifications or provisions favorable to the future service requirements of the customer.

After the customer has selected the rate under which the customer elects to take service, the customer shall not be permitted to change from that rate to another rate until at least 12 months have elapsed. The customer shall not be permitted to evade this rule by temporarily terminating service. However, the Company may, at its option, waive the provisions of this paragraph where it appears that an earlier change is requested for permanent rather than for temporary or seasonal advantage. The effective date of a rate change under this rule shall be the beginning read date of the next bill issued. The intent of this rule is to prohibit frequent shifts from rate to rate.

If a customer is in arrears with the Company, the customer is not eligible to switch rate classifications until arrearages have been paid in full or the Company grants a waiver.

### **C5.4 Service Charge for Reconnection of Discontinued Service For Non-Payment of Bills (Other Than Theft or Tampering).**

A charge of \$50.00 will be collected by the Company to offset the cost of restoring service during regular working hours to any customer whose previous service has been discontinued for nonpayment of bills or for any other breach by the customer of the Company's Rates, Rules and Regulations. If the customer specifically requests restoration of service after regular working hours and the customer is advised of the increased charge, a restoration charge of \$100.00 shall be collected. This charge shall become part of the customer's arrears and will be subject to the same payment requirements applicable thereto.

### **C5.5 Deposits.**

A reasonable cash deposit may be required of Residential customers according to Rules 9 and 10 (R460.109 and R460.110) and of Commercial customers according to Rule 13 (R460.2083), unless waived by the Company upon evidence of satisfactory credit in the opinion of the Company or if the account is guaranteed by a responsible party in lieu of deposit. Such guarantee must be in writing and specify maximum amount guaranteed by guarantor. If the customer refuses or fails to pay the required deposit or furnish a guarantor, the Company may withhold its service or discontinue its service. Interest on deposits from Residential customers shall accrue at the rate of **five** percent (**5%**) per annum and shall be credited semi-annually or upon return of the deposit, whichever occurs first. Interest on

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### **C5.5 Deposits. (contd.)**

deposits for Commercial customers shall accrue at the rate of **five** percent (**5%**) per annum and shall be credited semi-annually or upon return of the deposit, provided that such deposit is held at least six (6) months.

### **C5.6 Meter Reading and Billing Periods.**

Bills shall be rendered once each month as nearly as is possible on a normal monthly period. The term "month" for billing purposes will mean the period between any two consecutive readings to be taken as nearly practicable every 30 days. Reasonable efforts will be made to read the customer's meter at least once in two months on or about the same day of such meter reading month. When, for any reason, an actual meter reading is not obtained, the bill will be estimated on the basis of past service records, adjusted for seasonal variations. When past records are not available, billing will be based upon whatever other data are available. Each account shall be adjusted as necessary each time an actual meter reading is obtained. Bills rendered for gas service for periods when actual meter readings were not obtained, shall have the same force and effect as those based on actual meter readings.

Where the Company renders a bill for an elapsed period other than a regular billing period, the rates and charges will be prorated except that a customer who terminates service less than 28 days after the commencement of service will be billed for a month.

### **C5.7 Payment of Bills.**

Bills for gas service furnished by the Company are due 21 days for residential customers and 21 days for non-residential customers from the date the bill is mailed (otherwise specified). Bills of the Company for service are payable at any District Customer Service Office or to a duly authorized "Payment Station" of the Company. Payment Stations are authorized to collect a fee from the customer for accepting payments.

### **C5.8 Delinquent Bills.**

If any bill for gas service remains unpaid for a period of 26 days after it is rendered the Company shall have the right to discontinue such service upon ten days' notice in writing of its intentions to so discontinue, and such discontinuance of service may be in effect until such bill has been paid.

### **C5.9 Charge for Nonsufficient Funds (NSF) Check.**

A charge of \$25.00 will be levied upon a customer for each check the customer issues the Company in payment for a gas bill when the check is returned to the Company marked NSF or closed account by the financial institution upon which the check is drawn. This charge will become part of the customer's arrears and will be subject to the same requirements applicable thereto.

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