

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

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In the matter, on the Commission's own motion, to)	
initiate a contested case proceeding involving)	
CONSUMERS ENERGY COMPANY, MICHIGAN)	
CONSOLIDATED GAS COMPANY, MICHIGAN)	Case No. U-15929
GAS UTILITIES CORPORATION, and SEMCO)	
ENERGY GAS COMPANY to investigate whether)	
any clarifications, revisions, or additions should be)	
made to certain approved gas customer choice tariffs.)	
_____)	

At the October 13, 2009 meeting of the Michigan Public Service Commission in Lansing,
Michigan.

PRESENT: Hon. Orjiakor N. Isiogu, Chairman
Hon. Monica Martinez, Commissioner
Hon. Steven A. Transeth, Commissioner

ORDER DENYING APPLICATION FOR LEAVE TO APPEAL AND
APPROVING SETTLEMENT AGREEMENT

On April 16, 2009, the Commission ordered Consumers Energy Company (Consumers), Michigan Consolidated Gas Company (Mich Con), Michigan Gas Utilities Corporation (MGU), and SEMCO Energy Gas Company (SEMCO) to participate in this contested case to determine whether any clarifications, revisions, or additions should be made to Sections F2 (Residential Customer Protections), F3 (Solicitation Requirements), F4 (Supplier Registration and Code of Conduct), and the Minimum Term paragraph of Gas Customer Choice Rate CC of Section F, Gas Customer Choice Program (GCC) of the utility's tariffs. In the April 16, 2009 order, the Commission established a date certain for a prehearing conference and specifically provided for

the assigned administrative law judge to set a schedule for the remainder of this proceeding. The Commission's April 16, 2009 order was served on approximately 100 persons, including a representative of Direct Energy Services LLC (Direct Energy).

A prehearing conference was held on June 9, 2009 before Administrative Law Judge Daniel E. Nickerson, Jr., (ALJ). Consumers, Mich Con, MGU, SEMCO and the Commission Staff (Staff) participated in the proceeding. To be timely, a petition for leave to intervene should have been filed on or before June 2, 2009. The ALJ granted petitions to intervene filed by Universal Gas & Electric Corporation, d/b/a Commerce Energy of Michigan (Commerce), Constellation NewEnergy-Gas Division, LLC (CNE), Lakeshore Energy Services, LLC, My Choice Energy, LLC, Volunteer Energy Services, Inc., U.S. Gas & Electric, Inc., National Energy Marketers Association, and Interstate Gas Supply, Inc., (IGS).¹ On July 21, 2009, the ALJ granted MX Energy, Inc.'s delayed petition to intervene. Subsequently, the Staff announced that it would convene a settlement conference for September 9, 2009 at the offices of the Commission.

On September 8, 2009, Direct Energy filed a petition to intervene, which was denied on September 22, 2009. On September 28, 2009, Direct Energy filed an application for leave to appeal. On October 9, 2009, Consumers filed a response in opposition to Direct Energy's application for leave to appeal. On October 12, 2009, MGU, SEMCO, and the Staff also filed responses opposing Direct Energy's application for leave to appeal.

On October 12, 2009, the parties filed a settlement agreement resolving all issues in the case.

¹As a formality IGS filed its petition for leave to intervene on June 10, 2009, but it had appeared for the June 8, 2009 prehearing conference and received the ALJ's ruling that it would be permitted to participate in this proceeding as a party absent objection. There were none.

Application for Leave to Appeal

In its application for leave to appeal, Direct Energy alleges that its petition for delayed intervention was improperly denied by the ALJ. Direct Energy acknowledges that its petition to intervene was not filed by the June 2, 2009 due date. Rather, Direct Energy states that it filed its petition to intervene on September 8, 2009 while simultaneously making a verbal request of the Staff's counsel that it be permitted to attend and participate in the September 9, 2009 settlement conference. According to Direct Energy, the Staff's counsel responded that Direct Energy would not be allowed to attend the settlement conference.

Direct Energy argues that its application for leave to appeal meets all of the criteria for immediate consideration by the Commission. According to Direct Energy, Rule 337 of the Commission's Rules of Practice and Procedure, R 460.17337, requires that an appeal of an ALJ's ruling should be granted if it (1) would materially advance a timely resolution of the proceeding or (2) prevent substantial harm to the appellant.

Direct Energy insists that procedural fairness requires that it be given an opportunity to submit briefs and reply briefs on any of the issues pending in this matter. At a minimum, Direct Energy argues that it should be allowed an opportunity to comment on any settlement agreement that might come out of this proceeding.

Next, Direct Energy asserts that it will suffer substantial harm if it is not allowed to intervene. Citing the possibility that the Staff's proposals may adversely affect the manner in which it conducts business, Direct Energy maintains that these potential changes could be a huge burden to the company. Specifically, Direct Energy is concerned with potential revisions, including changing the definition of a "legally authorized person", shortening the length of time a customer

may have to reconsider a contract, and limiting the length of a contract term, which might drive up its cost of doing business.

Direct Energy argues that it meets the “two prong test” of *Association of Data Processing Service Organizations v Camp*, 497 US 150 (1970), used by the Commission to determine whether a party has standing to intervene. It also argues that it has good cause for seeking delayed intervention, which is attributable to a lack of “active supervisory personnel with responsibility for regulatory matters.”

In response, Consumers stresses that Direct Energy had actual notice of this proceeding from the Commission’s electronic transmission to Direct Energy of its April 16, 2009 order commencing this docket, but chose to do nothing until September 8, 2009 while the other parties, including many similarly situated alternative gas suppliers, toiled away with discovery proceedings and settlement negotiations. Consumers asserts that Direct Energy’s claims of a lack of managerial oversight ring hollow under these circumstances.

MGU and SEMCO also oppose Direct Energy’s appeal of the ALJ’s ruling. According to them, only after the parties to the case had already spent a significant amount of time and effort on this case did Direct Energy file its petition for late intervention. They also argue that the ALJ correctly exercised his discretion to find that a change in personnel does not rise to a level of showing good cause. Finally, they insist that Direct Energy should be held to the decisions (or lack thereof) of management on an issue where it is clear from the record that Direct Energy had been given notice of the proceeding and was aware of the filing deadline for interventions.

The Staff argues that Direct Energy only sought to intervene in this proceeding on the eve of settlement. According to the Staff, Direct Energy initially chose not to intervene in this case even though it had notice of it. The Staff also contends that by waiting more than three months after the

filing deadline, during which time the parties settled this case and placed the settlement on the record, Direct Energy has jeopardized the parties' settlement and will unnecessarily prolong the proceeding.

The ALJ gave several reasons for denying Direct Energy's intervention. He found that Direct Energy had not shown that there was good cause for its failure to intervene on a timely basis. In that regard, the ALJ observed that Direct Energy's assertion that it lacked effective management supervision from June through August 2009 still failed to explain the reason that intervention had not been pursued during the April through May 2009 timeframe. The ALJ also stated that granting intervention to Direct Energy would cause delay and undue prejudice the other parties to the case. The Commission agrees.

That Direct Energy lacked effective management during June through August 2009 does not explain away the company's failure to take appropriate action to intervene in a timely manner. Direct Energy indisputably had actual notice of the proceeding well before the filing deadline and had ample time to participate on a timely basis. The petition is denied.

Settlement Agreement

According to the terms of the settlement agreement, attached as Exhibit A, the parties agree that the proposed revisions to the tariffs, as shown in Attachment 1 to the settlement agreement, should be approved.² The parties further agree that each utility will modify its GCC tariffs to

²Although CNE's counsel signed the settlement agreement, he sent an e-mail to the parties and others indicating "Apologies; my signature on behalf of Constellation was forwarded inadvertently, and that signature should be considered as invalid in the Settlement Agreement. As I previously indicated, I'll be filing a Statement of Non-Objection on behalf of Constellation now that the document has been filed in the docket, and I attach the form of that for everyone's benefit."

incorporate the changes reflected in Attachment 1 of the settlement agreement within 30 days after issuance of a Commission order approving the settlement agreement.

The Commission has reviewed the settlement agreement and finds that it is reasonable, in the public interest, and should be approved.

THEREFORE IT IS ORDERED that:

A. Direct Energy Services LLC's application for leave to appeal is denied.

B. The settlement agreement, attached as Exhibit A, is approved.

C. Consumers Energy Company, Michigan Consolidated Gas Company, Michigan Gas Utilities Corporation, and SEMCO Energy Gas Company shall file within 30 days tariff sheets consistent with those approved in this order and shown in Attachment 1 of the settlement agreement.

The Commission reserves jurisdiction and may issue further orders as necessary.

Any party desiring to appeal this order must do so in the appropriate court within 30 days after issuance and notice of this order, under MCL 462.26.

MICHIGAN PUBLIC SERVICE COMMISSION

Orjiakor N. Isiogu, Chairman

By its action of October 13, 2009

Monica Martinez, Commissioner

Mary Jo Kunkle, Executive Secretary

Steven A. Transeth, Commissioner

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter, on the Commission's Own Motion,
to initiate a contested case proceeding involving
Consumers Energy Company, Michigan Consolidated
Gas Company, Michigan Gas Utilities Corporation,
and SEMCO Energy Gas Company to investigate
whether any clarifications, revisions, or additions should
be made to certain approved gas customer choice tariffs.

Case No. **U-15929**
(e-file/paperless)

SETTLEMENT AGREEMENT

On April 16, 2009, the Michigan Public Service Commission (Commission) adopted a settlement agreement between the Michigan Public Service Commission Staff (Staff) and Universal Gas and Electric (Universal) in Case Nos. U-15509 and U-15577—Just Energy has since acquired Universal and is therefore bound by the terms of the settlement agreement. As part of its Order adopting the agreement, the Commission opened Case Number U-15929 to commence a contested case for the limited purpose of determining whether changes should be made to certain Gas Customer Choice Tariffs. On June 1, 2009, the Michigan Consolidated Gas Company (MichCon) filed a Motion to Dismiss, and on June 9, 2009, the parties participated in a prehearing in which the ALJ admitted intervenors and permitted MichCon to direct its Motion to Dismiss directly to the Commission. On July 31, 2009, the Michigan Public Service Staff filed testimony and proposed revisions to the utilities' Gas Customer Choice Tariffs.

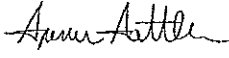
In an attempt to efficiently resolve this case, and in accordance with Section 78 of the Administrative Procedures Act of 1969, MCL 24.278, and Rule 333 of the Commission's Rules of Practice and Procedure, the undersigned parties agree as follows:

1. This settlement agreement between the parties is intended to be a final settlement of all issues before the Commission in this proceeding relating to the utilities' Gas Customer Choice (GCC) Tariffs.
2. This settlement agreement and the attached tariff sheets (Attachment 1) are reasonable and in the public interest and will reduce the time and expense of the Commission, its Staff, and the parties.
3. Within 30 days of the date of the Commission order adopting this settlement, Consumers Energy Company, MichCon, Michigan Gas Utilities Corporation, and SEMCO Energy Gas Company will voluntarily file tariff sheets that incorporate, as appropriate, the revisions made to MichCon's GCC tariff as reflected in Attachment 1. The revised tariffs will take effect on the 31st day following the Commission's order.
4. The revisions made in the tariffs are prospective in nature and govern all AGS contracts signed after the revised tariffs take effect.
5. Because the utilities are filing their respective tariffs voluntarily, MichCon will withdraw the Motion to Dismiss it filed on June 1, 2009.
6. Although the utilities are filing new tariff sheets as a result of this settlement agreement, Just Energy will continue to be bound by the terms of the settlement agreement between Staff and Universal in Case Nos. U-15509 and U-15577 until those terms expire.
7. The revised tariff sheets do not allow AGSs to require a customer to pay termination fees before returning the customer to system supply. Therefore, because the tariff revisions resolve the debate surrounding this issue, Staff and Universal (i.e., Just Energy) will not brief this issue to the Commission despite their previous agreement to brief the issue.

8. This settlement agreement has been made for the sole and express purpose of reaching a compromise among the parties without prejudice to their rights to take new or different positions in other proceedings. All discussions relating to this settlement agreement are privileged under MRE 408. This settlement agreement does not constitute a precedent in any other case or proceeding except as necessary to enforce or implement the settlement agreement and the order approving it.
9. This settlement agreement is not severable. Each provision of this settlement agreement is dependent on all other provisions of this settlement agreement. Failure to comply with any provision of this settlement agreement constitutes failure to comply with the entire settlement agreement.
10. If the Commission approves this settlement agreement without modifications, the parties agree not to appeal or challenge the Commission's order in this case. If the Commission rejects this settlement agreement, this settlement agreement is withdrawn and does not prejudice to the parties' pre-negotiation positions, and the parties may not use it for any purpose in this proceeding.
11. The undersigned waive Section 81 of the Administrative Procedures Act of 1969.
12. This agreement may be executed in multiple counterparts.

WHEREFORE, the undersigned parties respectfully request that the Commission approve this settlement agreement and make it effective in accordance with its terms by final order.

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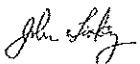
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**UNIVERSAL GAS AND ELECTRIC
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**VOLUNTEER ENERGY SERVICE,
INC.**

William J.

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SECTION F
GAS CUSTOMER CHOICE PROGRAM

F1. GENERAL PROVISIONS

A Supplier desiring to supply gas to customers under the Gas Customer Choice Service Rate CC (Rate CC) must receive a license from the Commission, register with the Staff of the Commission, and execute an “Authorized Gas Supplier Agreement” with the Company prior to any solicitation of the Company’s customers. Such agreement shall require compliance with all of the terms of this Rule F1 through F5.

Alternative Gas Supplier (AGS) or Supplier means a marketer, broker, producer, or other entity that has received a license from the Commission and executed an Authorized Gas Supplier Agreement with the Company to deliver gas supplies to customers under Rate CC.

Program means the Gas Customer Choice Program approved by the Commission.

F1.1 Customers may elect to participate in the Program and Suppliers may solicit customer participation at any time.

F1.2 A customer who is a transportation or sales customer of the Company must comply with any minimum term requirements of those tariffs before being permitted to switch to Rate CC.

F1.3 The customer’s selection of a Supplier shall remain in effect until (i) terminated by the customer or the Supplier, or (ii) the Supplier becomes disqualified from participating in the Program, or (iii) the Company receives an enrollment for that customer from another Supplier. The Company shall incur no liability for relying on information from a customer or a Supplier which the Company believes to be genuine.

F1.4 A Supplier shall provide the Company, by the last day of the calendar month prior to the month in which the Supplier’s customer commences service, a cash deposit in the amount of \$10.00 per Mcf for 10/365ths of the Company-estimated total annual load for those customers selecting that Supplier. The cash deposit shall be adjusted if the Company-estimated total annual load for those customers changes. As an alternative to a cash deposit, the Supplier may provide an irrevocable letter of credit from a financial institution, a surety bond, or a parental guarantee satisfactory to the Company in not less than the amount of the cash deposit. Any such letter of credit, surety bond or parental guarantee shall be in a form acceptable to the Company. The amount of cash deposit, letter of credit, surety bond or parental guarantee shall be applied against any unpaid charges and/or fees, as well as any price reconciliation liabilities, or liabilities associated with Supplier default. Cash deposit amounts not so applied shall be refunded to the Supplier if the Supplier ceases to serve customers under the Program.

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(Continued from [Sheet No. F-1.00](#))

F1. GENERAL PROVISIONS (Contd.)

The Company shall pay simple interest to each Supplier who makes a cash deposit for the time the deposit is held. The interest rate shall be the average monthly short-term borrowing rate available to the Company for each month, or months in which the deposit is held. Payment of the interest to the Supplier shall be made at least semi-annually. The deposit shall cease to draw interest on the date the deposit is returned, on the date service is terminated, on the date the deposit is applied against any unpaid charges, fees or liabilities or the date that notice that the deposit is no longer required is sent to the Supplier's last known address.

F1.5 If a Supplier adds customers after the customers' usage for the May billing cycle has begun for a Program Year, the monthly remittance to the Supplier for gas supplied to those customers will be adjusted by a Supply Equalization Charge. The Supply Equalization Charge shall be equal to the product of: (a) and (b) where (a) equals the Company's weighted average monthly cost of gas purchased for the months from the preceding April through the current billing month less the Supplier-specified customer billing price per Mcf, converted to price per MMBtu using the system-average Btu factor; and (b) equals the increase for that month, if any, in the amount by which the cumulative Mcf quantity billed to those customers subject to the Supply Equalization Charge for the Program Year, converted to MMBtu using the system-average Btu factor, exceeds the cumulative Supplier deliveries for those customers for the Program Year in MMBtu. The Supply Equalization Charge shall not be less than zero. The Program Year is the year beginning April 1 and ending the following March 31.

F1.6 A Supplier shall pay a monthly Administrative Fee of \$100.00 per Supplier-designated Pricing Category.

F1.7 The Company will provide each Supplier with a monthly schedule of quantities for delivery of gas into the Company's system on behalf of the Supplier's customers. The initial schedule will indicate quantities that the Supplier is required to deliver each day under each Supplier-designated Pricing Category. "Pricing Category" means the designated Rate Schedule established by a supplier. The schedule will be updated by the Company on a monthly basis. For most Gas Customer Choice customers, scheduled daily volumes will not normally vary by more than plus/minus 10% from 1/365th of the estimated annual customer load to be served by the Supplier. Scheduled daily quantities for Gas Customer Choice customers for electric peakers, greenhouses, grain dryers, asphalt plants and large new loads without historical load information may be determined by the Company on a different basis than set forth above. The Supplier shall be responsible for obtaining sufficient pipeline capacity to meet its delivery obligations.

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F1. GENERAL PROVISIONS (Contd.)

F1.8 Gas delivered into the Company's system shall comply with Rule B1, Technical Standards for Gas Service, Part 8, Gas Quality.

F1.9 Each supplier shall notify the Company's Gas Transportation Administration Department of the daily quantity of gas that the Supplier is nominating for delivery on behalf of each Supplier-designated Pricing Category. Such nominations shall be submitted in accordance with the Company's existing nomination procedures.

F1.10 A Supplier that falls short of the delivery schedule, described in F1.7, above, shall pay a per MMBtu "Failure Fee" for all shortages in the amount of \$6.00 per MMBtu (\$10.00 per MMBtu during periods of a Company-declared supply emergency in accordance with Rule C3.1, Curtailment of Gas Service for Gas Supply Deficiency plus the higher of (a) the cost of gas billed to sales customers pursuant to the Company's Rule C7 or (b) the highest price reported in Gas Daily in the midpoint column of the Daily Price Survey, for the following locations for the month in which the breach occurred or the month following such breach: Dawn, Ontario; ANR ML7 (entire zone); Chicago-LDC, large EUTS; Michigan – Consumers Energy, large EUTS; Michigan – MichCon, large EUTS.

A Supplier that falls short of the required delivery schedule obligation to the extent that the cumulative unpaid Failure Fees exceed any cash deposit or alternative assurance described in F1.4, above, shall have its Authorized Supplier status revoked. Subject to Rule C2, Controlled Service, the Supplier's customers shall become sales rate customers of the Company.

F1.11 All customer billing and remittance processing functions for services provided under Rate CC will be performed by the Company. The Supplier will be charged a monthly fee of \$0.30 per customer account. The Company will be responsible for credit and collection activities for the amounts billed directly to the customer by the Company. The Supplier must, at least three business days prior to the start of each billing month, furnish to the Company, in a format acceptable to the Company, the price per Mcf or Ccf to be billed to each Supplier-designated Pricing Category on its behalf, or the most recently supplied price will be used.

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(Continued from [Sheet No. F-3.00](#))

F.1 GENERAL PROVISIONS (Contd.)

F1.12 The Company shall remit to the Supplier, approximately 21 days from the end of each calendar month, an amount for the cost of gas equal to the MMBtu quantities that the Supplier has delivered onto the Company's system, not in excess of the Supplier's delivery obligation, multiplied by the lesser of the price per Mcf billed to the Supplier's customers that month, converted to MMBtu, or 110% of the cost of gas billed to sales customers pursuant to the Company's Rule C7. The amount to be remitted shall be reduced for any applicable Supply Equalization Charges, Administrative Fees, Billing Fees, Failure Fees, and/or amounts owed pursuant to the annual price reconciliation per F1.13.

F1.13 Except as set forth below, within 60 working days after the end of the April billing cycle, or upon revocation of a Supplier's Authorized Supplier status, the Company will reconcile the cost per MMBtu remitted to the Supplier per F1.12, before reductions for Administrative Fees, Billing Fees, Failure Fees, and Supply Equalization Charges, converted to cost per Mcf using the monthly system-average Btu factor, with the price per Mcf billed to customers over the course of the Program Year on the Supplier's behalf. Any difference multiplied by the smaller of the Mcf delivered by the Supplier or the billed customer consumption for the Program Year being reconciled, will be reflected in an adjustment on the next monthly remittance to the Supplier.

In those instances where both (i) the weighted average price per Mcf billed to customers over the course of the Program Year on the Supplier's behalf is higher than the weighted average cost of gas billed to sales customers by the Company pursuant to the Company's Rule C7 and (ii) the volumes delivered by the Supplier exceed the billed customer consumption for the Program Year being reconciled, then the following procedure will be used. In such instances, (i) within 60 working days after the end of the April billing cycle, or upon revocation of a Supplier's Authorized Supplier status, the Company will reconcile the amount billed to customers on the Supplier's behalf with the Company's remittance to the Supplier for the gas delivered, and any difference will be reflected in an adjustment on the next monthly remittance to the Supplier, and (ii) gas delivered by the Supplier in excess of the billed customer consumption for the Program Year will be returned to the Supplier in kind unless the Company and the Supplier mutually agree on a price for the Company to purchase the excess gas.

F1.14 If the Commission or its Staff determines that a Supplier has not complied with the terms and conditions of the Program, the Commission or its Staff shall direct a utility or utilities to suspend the Supplier's Authorized status until the Commission or its Staff determines that necessary changes have been made to comply with the requirements. Failure to make the necessary changes or further non-compliance with the requirements of the terms and conditions of the Program may result in the Supplier's termination from the Program. If a Supplier is terminated, subject to Rule C2, Controlled Service, its customers shall become sales rate customers of the Company.

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F1. GENERAL PROVISIONS (Contd.)

F1.15 Where used in this Rule, the term “month,” unless otherwise indicated, means billing month when referring to customer consumption and calendar month when referring to deliveries by Suppliers.

F1.16 The annual load requirement, delivery schedules, Supply Equalization Charges, and delivery shortfall Failure Fees shall apply separately to each Supplier-designated Pricing Category and each of the two customer groups within that category, i.e., those enrolled before their usage for the May billing cycle has begun and those enrolled after their usage for the May billing cycle has begun in each Program Year. The annual reconciliation will be performed on an aggregate basis for all accounts served by a Supplier, i.e., all Supplier-designated Pricing Categories and customer groups within each category will be combined for the purposes of the annual reconciliation.

F1.17 The Company may disclose, at such times as requested by the Commission or its Staff, the gas rates charged to Rate CC customers.

F1.18 The Company shall have the authority to issue operational flow orders, or take other action which it deems necessary, to ensure system reliability, even if such action may be inconsistent with other provisions of these Program Rules.

F1.19 The Company will act as Supplier of last resort under the Program.

F1.20 A Supplier must include the Company’s required tariff language in all of its contracts. If a customer has a complaint against a Supplier, the customer should try to resolve it first with the Supplier. If the complaint is unresolved, the customer should involve the Commission by contacting the Commission Staff. Should the customer choose to involve the Company in a complaint, the Company shall forward the complaint information to the Commission Staff and the Supplier for resolution. The Company shall have no responsibility for resolving disputes between customers and Suppliers but shall provide information if requested by the customer or Commission Staff.

F1.21 The Transportation Standards of Conduct, Rules E1 and E2, shall apply to the GCC program.

F1.22 The Company will convert customer consumption from Mcf to MMBtu using monthly system-average Btu factor.

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(Continued from [Sheet No. F-5.00](#))

F2. CUSTOMER PROTECTIONS

DEFINITIONS:

Alternative Gas Supplier (AGS) or Supplier means a marketer, broker, producer, or other entity that has received a license from the Commission and executed an Authorized Gas Supplier Agreement with the Company to deliver gas supplies to customers under Rate CC.

Customer:

- Residential means a purchaser (account holder) of natural gas that is supplied or distributed by a utility for residential purposes.
- Small Commercial means a non-residential customer (business name) with aggregate usage of 500 Mcf of natural gas or less per year.
- Large Commercial means a non-residential customer (business name) with aggregate usage above 500 Mcf of natural gas per year that is supplied or distributed by a utility for non-residential purposes.

Legally authorized Person means a person that has legal documentation or legal authority to enroll a residential or commercial customer into a binding contract. A legally authorized person includes, but is not limited to, an individual with power of attorney or a corporate agent authorized to enter into contracts on a corporation's behalf.

Program means the Gas Customer Choice Program approved by the Commission.

The terms **signature** or **signed** include electronic signatures as defined in the Michigan Uniform Electronic Transactions Act.

These provisions shall be monitored and enforced solely by the Commission or its Staff.

F2.1 A Supplier must provide residential and small commercial customers with a 30-day unconditional right to cancel the contract without termination fees following the date the customer signs the contract. The first day of the 30-day period is the day after the contract is entered into by the customer. The exercise of this unconditional right by the customer may occur through a verbal or written communication with the Supplier. The Supplier shall promptly submit a de-enrollment file to the Company within three (3) business days after receiving notice that a customer has cancelled the contract in order to return to the Company sales rate. The Supplier shall not submit a de-enrollment file to the Company if the customer is transferring to another AGS. A customer who cancels within the specified period will be treated as not having exercised their customer choice option with respect to the enrollment which is cancelled. The Company is not required to de-enroll a customer until after it receives a de-enrollment file from the Supplier or a new enrollment file from a different Supplier.

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F2.2 A customer has the right to terminate participation with a Supplier at any time after the unconditional cancellation period, through verbal or written communication with the Supplier. The customer may switch Suppliers or cancel their contract at anytime with a Supplier, however the customer shall be made aware of the existence and amount of any early termination fee by the Supplier. The Supplier shall execute a customer's request for cancellation without delay, irrespective of whether an early termination fee or other penalty is paid to the Supplier.

F2.3 A Supplier's sales representatives, agents, or employees must not represent itself in any manner as an employee, affiliate, subcontractor, or agent of the Company. A Supplier's sales representatives, agents, or employees must prominently display identification on the front of their outer clothing that identifies them as employees or agents working on behalf of a Supplier, and includes the name of the Supplier and the name and identification number of the person representing the Supplier. Suppliers must comply with all local ordinances before their sales representatives, agents, or employees begin door-to-door marketing. Door-to-door marketing and telephone marketing must be performed between 9:00 A.M. & 8:00 P.M.

F2.4 All contracts offered by the Supplier and signed by the customer must be clearly labeled at the top of the contract as "Gas Customer Choice Contract" with the Supplier's name, the type of contract being offered and in a font size of at least 16 point and bold.

- A. A Supplier must use a font size of at least 12 point for its contract with residential and or small commercial customers.
- B. All terms and conditions of the contract are considered part of the contract and must be included in the contract document and provided to the customer as one document at the time of signing the contract. The signature can appear on a separate or easily separable document from the terms and conditions as long as the signature page also includes an identifier that is the same as that which appears on the terms and conditions and also includes the customer's name, account number and the language contained in F2.8J.
- C. Customers enrolling through verbal means shall have the entire contract including the rate, terms and conditions included in the contract provided to them in writing via U.S. mail or verifiable electronic mail. This correspondence shall be postmarked within seven (7) days of the customer's verbal enrollment.
- D. Customers enrolling through electronic means shall have the entire contract including the rate, terms and conditions included in the contract provided to them in writing via U.S. mail and by verifiable electronic mail. These correspondences shall be postmarked within seven (7) days of the customer's electronic enrollment with the Supplier.

F2.5 The maximum early termination fee for residential contracts of one year or less shall not exceed \$50. The maximum early termination fee for residential contracts of longer than one year shall not exceed \$100.

The maximum early termination fee for small commercial contracts of one year or less shall not exceed \$150. The maximum early termination fee for small commercial contracts of longer than one year shall not exceed \$250.

F2.6 Contracts may continue after initial term expiration on a month-to-month basis, cancelable at anytime without penalty.

F2.7 Any contract that is not signed by the customer or legally authorized person shall be considered null and void. Only the customer account holder or legally authorized person shall be permitted to sign a contract. A Supplier and its agent shall make reasonable inquiries to confirm that the individual signing the contract is a legally authorized person.

(Continued on [Sheet No. F-7.00](#))

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F2. CUSTOMER PROTECTIONS (Contd.)

F2.8 The following information must be included in all residential and commercial Supplier's contracts with a customer.

- A. The Supplier's name.
- B. The Supplier's address.
- C. The Supplier's toll-free telephone number.
- D. Cancellation rights. All residential and small commercial customers have a 30-day unconditional right to cancel the contract without termination fees following the date the customer signs the contract.

All large commercial customers have a 14-day unconditional right to cancel the contract without termination fees following the date the customer signs the contract. This class of customer may waive this right of cancellation by affirmatively agreeing to waive this right on the contract. This customer protection waiver should be prominent in the contract language.

- E. Any customer fees or penalties related to the contract.
- F. The contract pricing provisions in unit rates the customer is typically billed for.
- G. The terms regarding contract length.
- H. If the Supplier does not offer a fixed price, the contract and all related marketing materials must contain a clear explanation of the pricing factors used to determine the price and an example of how the pricing factors would be implemented.
- I. Provision for a 60-day advance notice to the customer of any price change at the expiration of a fixed price contract.
- J. **(i) Residential Contracts must include:** In bold 14 point type above the place for the customer's signature, the following statement: I acknowledge that I am the account holder or legally authorized person to execute a contract on behalf of the account holder. I understand that by signing this agreement, I am switching the gas Supplier for this account to (new Supplier name). I understand that gas purchased for this account by (new Supplier name) will be delivered through Michigan Consolidated Gas Company's delivery system. The account holder, or the person who signed this contract on behalf of

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the account holder, has 30-days after today to cancel this contract for any reason through written or verbal notification to (new Supplier name).

(ii) Small Commercial Contracts must include: In bold 12 point type above the place for the legally authorized customer's signature and company business title, the following statement: I acknowledge that I am the account holder or legally authorized person to execute a contract and legally bind the business in this contract. I understand that by signing this contract, I am switching the gas Supplier for this commercial account to (new Supplier name). I understand that gas purchased for this commercial account by (new Supplier name) will be delivered through Michigan Consolidated Gas Company's delivery system. The legally authorized person to execute a contract and legally bind the business in this contract has 30-days after today to cancel this contract for any reason through written or verbal notification to (new Supplier name).

(iii) Large Commercial Contract must include: In bold 12 point type above the place for the legally authorized customer's signature and company business title, the following statement: I acknowledge that I am the account holder or legally authorized person to execute a contract and legally bind the business in this contract. I understand that by signing this contract, I am switching the gas Supplier for this commercial account to (new Supplier name). I understand that gas purchased for this commercial account by (new Supplier name) will be delivered through Michigan Consolidated Gas Company's delivery system. The legally authorized person to execute a contract and legally bind the business in this contract has 14-days after today to cancel this contract for any reason through written or verbal notification to (new Supplier name). I may waive this right of cancellation by affirmatively agreeing to this waiver on the contract. If you terminated your contract today, and if the unconditional cancellation period did not apply, based on current gas prices and your historical usage, a good-faith estimate of your termination fee would be (AGS places its fee here). This termination fee is subject to change as your usage and the market price of gas fluctuate.

F2.9 A Supplier must allow the Commission Staff an opportunity to review and comment on its residential and small commercial contract(s), marketing materials and scripts at least five business days before the Supplier intends to use the contract(s) and marketing materials in the marketplace.

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F2. CUSTOMER PROTECTIONS (Contd.)

F2.10 A Supplier that does not comply with the requirements of Section F of this tariff will have its participation in the Program suspended until the Commission or its Staff has determined that necessary changes have been made to comply with the requirements. Any continuing or further non-compliance or use of materials that the Commission or its Staff determines do not meet all of the requirements of Section F of this tariff may result in the Supplier's termination from the Program.

F2.11 A Supplier must distribute a confirmation letter to residential customers by U.S. mail. The confirmation letter must be postmarked within seven (7) days of the customer or legally authorized person signing a contract with the Supplier. The confirmation letter must include the date the letter was sent, the date the contract was signed, the term of the contract with end date, the fixed or variable rate charged, the unconditional cancellation period, any early termination fee, the Supplier's toll-free number, the Commission's toll-free number and any safety-related messages required by the Company. The confirmation letter may be sent with the contract in cases where a contract must be sent. The Company is not required to distribute letters to customers confirming a customer's choice of an alternative Supplier.

A Supplier must distribute a confirmation letter to all commercial customers by certified U.S. mail, verifiable facsimile or verifiable electronic mail within seven (7) days of the customer or legally authorized person signing a contract with the Supplier. The Supplier shall be responsible for maintaining records that verify delivery and receipt of the confirmation letter, facsimile or E-mail. The confirmation letter must be sent to the business's principal office. The confirmation letter must include the date the letter was sent, the date the contract was signed, the term of the contract with end date, fixed or variable rate charged, the unconditional cancellation period, if any, any early termination fee, the Supplier's toll-free number, the Commission's toll-free number and any safety-related messages required by the Company. Suppliers must include a good-faith estimate of the Large Commercial customer's early termination fee, identifying the applicable pricing factors and an example of how the fee is calculated.

F3. SOLICITATION REQUIREMENTS

DEFINITIONS:

Alternative Gas Supplier (AGS) or Supplier means a marketer, broker, producer, or other entity that has received a license from the Commission and executed an Authorized Gas Supplier Agreement with the Company to deliver gas supplies to customers under Rate CC.

Customer:

- Residential means a purchaser (account holder) of natural gas that is supplied or distributed by a utility for residential purposes.

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- Small Commercial means a non-residential customer (business name) with aggregate usage of 500 Mcf of natural gas or less per year.
 - Large Commercial means a non-residential customer (business name) with aggregate usage above 500 Mcf of natural gas per year that is supplied or distributed by a utility for non-residential purposes.

Legally authorized Person means a person that has legal documentation or legal authority to enroll a residential or commercial customer into a binding contract. A legally authorized person includes, but is not limited to, an individual with power of attorney or a corporate agent authorized to enter into contracts on a corporation's behalf.

Program means the Gas Customer Choice Program approved by the Commission.

The terms **signature** or **signed** include electronic signatures as defined in the Michigan Uniform Electronic Transactions Act.

These provisions shall be monitored and enforced solely by the Commission or its Staff.

F3.1 It is the Supplier's responsibility to have a current valid contract with the customer at all times. The Commission or its Staff may request a reasonable number of records from a Supplier to verify compliance with this customer verification provision and, in addition, may request records for any customer due to a dispute. For each customer, a Supplier must be able to demonstrate that a customer has made a knowing selection of the Supplier by at least one of the following verification records:

- A. An original signature from the customer or legally authorized person.
- B. Independent third party verification with an audio recording of the entire verification call.
- C. An e-mail address if signed up through the Internet.

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F3. SOLICITATION REQUIREMENTS (Contd.)

F3.2 Suppliers and agents who are soliciting customers must comply with the following requirements:

- A. The Supplier and its agents must clearly identify the AGS on whose behalf they are soliciting.
- B. The Supplier and its agents must not represent themselves as employees or agents of the Company.
- C. The Supplier and its agents must affirmatively indicate if they are a marketing affiliate of the Company, that the affiliate is a separate entity and that the affiliate is not regulated by the Commission.
- D. The Supplier and its agents must submit residential and small commercial contract(s), marketing materials and scripts to the Commission Staff for review at least five (5) business days prior to using the materials in the marketplace.
- E. The Supplier and its agents cannot remove the original of the customer's bill from the residence or small commercial office.
- F. The Supplier and its agents must comply with truth in advertising in all verbal, written, or electronic statements to the customer.

F3.3 A Supplier must provide a copy of the contract to the customer, including all terms and conditions. The contract must contain all provisions as set forth in F2.

F4. SUPPLIER LICENSING AND CODE OF CONDUCT

DEFINITIONS:

Alternative Gas Supplier (AGS) or Supplier means a marketer, broker, producer, or other entity that has received a license from the Commission and executed an Authorized Gas Supplier Agreement with the Company to deliver gas supplies to customers under Rate CC.

Customer:

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- Residential means a purchaser (account holder) of natural gas that is supplied or distributed by a utility for residential purposes.
 - Small Commercial means a non-residential customer (business name) with aggregate usage of 500 Mcf of natural gas or less per year.
 - Large Commercial means a non-residential customer (business name) with aggregate usage above 500 Mcf of natural gas per year that is supplied or distributed by a utility for non-residential purposes.

Legally authorized Person means a person that has legal documentation or legal authority to enroll a residential or commercial customer into a binding contract. A legally authorized person includes, but is not limited to, an individual with power of attorney or a corporate agent authorized to enter into contracts on a corporation's behalf.

Program means the Gas Customer Choice Program approved by the Commission.

The terms **signature** or **signed** include electronic signatures as defined in the Michigan Uniform Electronic Transactions Act.

These provisions shall be monitored and enforced solely by the Commission or its Staff.

F4.1 A Supplier is required to be licensed by the Commission and provide the following information prior to any solicitation:

- A. The name of the Supplier's company/corporation and type of organization.
- B. The Supplier's mailing address.
- C. The Supplier's principal place of business address.
- D. The Supplier's Michigan office address and toll-free phone number during normal business hours for customer inquiries and concerns.
- E. The Supplier and its agents must submit residential and small commercial contract(s), marketing materials and scripts to the Commission Staff for review at least five (5) business days prior to using the materials in the marketplace.
- F. Name, address, phone number, and email address of person designated to receive and respond to requests from the Commission or its Staff with respect to inquiries, complaints and regulatory matters.

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D. G. Brudzynski
Vice President
Regulatory Affairs

Detroit, Michigan

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(Continued from [Sheet No. F-9.00](#))

F4. SUPPLIER LICENSING AND CODE OF CONDUCT (Contd.)

F4.2 As a condition of licensing as a Supplier, a Supplier must agree to abide by a code of conduct that provides:

- A. The Supplier will issue accurate and understandable contract(s) and marketing materials.
 - i. The Supplier and its agents will not engage in communications or practices that are fraudulent, deceptive or misleading.
 - ii. The Supplier and its agents will maintain sufficient documentation to support any claims made to customers in advertising, marketing, promoting or representing the sale of gas supply or related services.
 - iii. The Supplier will provide this documentation to the Commission or its Staff upon request.
 - iv. Marketing materials must contain the price per Mcf/Ccf, the period of time over which the price is valid, the term of the contract, the Supplier's name and telephone number, the area which the Supplier serves and the types of customers that the Supplier serves.
 - v. If the Supplier does not offer a fixed price, the marketing materials must contain a clear explanation of the pricing factors used to determine the price and an example of how the pricing factors would be implemented over a relevant time period and for relevant usages. Marketing materials shall clearly identify optional services.
- B. The Supplier will commit to truth in advertising. The Supplier will provide gas supply and related services at advertised terms and conditions.
- C. The Supplier will comply with all Company Program rules and tariffs as they are contained in the Company's "Rate Book for Natural Gas Service".
- D. The Supplier must comply with Commission rules relating to response to customer complaints, formal complaints and customer service.
- E. The Supplier will provide accurate and sufficient customer service information. The Supplier will advise customers of their name, address, toll free telephone number and other service information, including dispute resolution procedures. The Supplier will give

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customers accurate and complete information on the customer's rights and responsibilities. The Supplier will maintain regular hours during which customers can make inquiries and complaints. Customer inquiries to a Supplier that are related to gas emergencies, such as gas leaks or outages, should be directed to the Company.

- F. The Supplier must inform a customer of the amount of its early termination fee prior to de-enrollment or transfer to another AGS. A customer is responsible to know if early termination fees apply in their contract. If after the Supplier discloses the early termination fee amount and the customer returns to the Company sales rate or switches to another AGS, the customer may be responsible for early termination fees or other penalties owed to the Supplier. The Supplier shall execute a customer's request for cancellation without delay, irrespective of whether an early termination fee or other penalty is paid to the Supplier.

(Continued on [Sheet No. F-11.00](#))

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(Continued from [Sheet No. F-10.00](#))

F4. SUPPLIER LICENSING AND CODE OF CONDUCT (Contd.)

- G. The Supplier will not switch a customer to the Supplier's service without the express authorization of the customer. The Supplier will use appropriate marketing and verification methods for switching customers. The Supplier will agree not to charge the customer for services that the customer has not expressly authorized. The Supplier will apply appropriate verification methods for any charges applied to the customer's account. The Supplier shall maintain verification records for as long as the customer's contract is valid, plus an additional three (3) more years. Suppliers who switch or charge customers without the proper authorization must refund the supply or other charges to the customer and pay any administrative fees, such as switching fees, necessary to reverse the actions.
- H. The Supplier will make a good faith effort to resolve customer disputes. The Supplier will have an internal customer dispute procedure which allows for complete, courteous, fair and timely responses to customer disputes and inquiries. The Supplier will investigate each complaint, report the results to the customer and attempt to resolve the complaint to the customer's satisfaction. If the complaint cannot be resolved, the Supplier will refer the customer to the Commission or its Staff. The Supplier will appoint at least one employee to be a contact person between the Supplier and the Commission or its Staff. The Supplier will provide complete reports of the complaint investigation and resolution to the Commission or its Staff within ten (10) business days for the resolution of customer complaints. The Supplier will cooperate with the Commission or its Staff to resolve disputes, including the provision of informational materials, contracts and verification records. The Supplier will keep a record of all customer disputes. Dispute records will be made available to the Commission, upon request.
- I. The Supplier will retain pipeline capacity sufficient to meet its customer requirements.

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(Continued from [Sheet No. F-11.00](#))

F5. PROCEDURES FOR COMPLAINTS BETWEEN SUPPLIERS AND THE COMPANY

If the Company receives a verbal complaint from a Supplier related to the Program rules and operational features, the Company will resolve the complaint on an informal basis. If the Company and the complainant are unable to resolve the complaint on an informal basis, the procedures outlined below will be followed:

F5.1 Complainant will route all formal complaints in writing to:

Michigan Consolidated Gas Company
One Energy Plaza
Detroit, MI 48226

Attention: Legal Department

F5.2 The Company will acknowledge the receipt of the formal written complaint, in writing, within five (5) working days of receipt by the Company.

F5.3 The Company will confirm and amend the prepared written statement of the complainant to ensure the complaint includes the name of the complainant, relevant dates and specific claims.

F5.4 The Company will prepare a written statement communicating to the complainant the results of the Company's preliminary investigation within 15 working days of the initial receipt of the complaint by the Company with a description of the action taken or proposed to be taken.

- F5.5**
- A. If the complainant is satisfied with the action taken or proposed to be taken, complainant will acknowledge its agreement by signing and returning a copy of the Company's written statement addressing the action taken or proposed to be taken.
 - B. If the complainant is not satisfied with the Company's response, then the complainant may address the complaint to the Commission.

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(Continued from [Sheet No. F-12.00](#))

F6. GAS CUSTOMER CHOICE SERVICE RATE CC

Availability

Subject to any restrictions, this Rate is available to any customer desiring gas service where the customer's gas is provided by an Authorized Gas Supplier under Section F1, General Provisions. A customer will take service under this Rate commencing with the customer's first full billing month following enrollment. A Gas Customer Choice Service Rate CC (Rate CC) customer may switch Suppliers at the end of any billing month provided the Company receives sufficient notice in a form acceptable to the Company. A customer may change Suppliers one time in any 12-month period at no cost to the customer. A fee of \$10 will be required for each additional change of Supplier within the same 12-month period. If a Supplier's actions force a customer to the Company's sales service, the customer may choose another Supplier within two billing cycles without a switching fee regardless of the length of time that has elapsed since the customer left the Company's sales service. Except as set forth in the preceding sentence, a customer returning to the Company's sales service rates from Rate CC is subject to the Character of Service provisions of those sales rates, and except as otherwise provided, must remain on the sales rate for 12 months.

Minimum Term

A customer who has elected to take service under Rate CC may switch or cancel Suppliers at any time. A customer who has elected to take service under Rate CC may return to the Company sales rate at anytime, but must remain on the sales rate for 12 months.

A customer may also change from Rate CC to another rate if (i) the customer exercises an unconditional right of cancellation pursuant to Section F with the initial Supplier selected by the customer, (ii) the customer establishes that the customer was enrolled by a Supplier without the customer's knowing consent, (iii) the Supplier's action forces the customer to the Company's sales service, (iv) the Supplier selected by the customer defaults under its Authorized Gas Supplier Agreement, or (v) the Supplier selected by the customer has its Authorized Supplier status revoked or terminated.

(Continued on [Sheet No. F-14.00](#))

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(Continued from [Sheet No. F-13.00](#))

F6. GAS CUSTOMER CHOICE SERVICE RATE CC (Contd.)

Nature of Service

The customer will remain a customer of the Company. The Company will read the meter and render a bill to the customer for the monthly customer charge, distribution charge, surcharges, penalties and taxes. The authorized Supplier's cost of gas charges will be billed as part of the Company's bill. Service is subject to the Company's Rate Book for Natural Gas Service as approved by the Commission. By requesting service on this Rate, the customer gives consent to the Company to furnish to the customer's authorized Supplier pertinent customer sales or transportation data.

Monthly Rate

Customer Charge

As shown on the customer's applicable sales Rate Schedule.

Distribution Charge

As shown on the customer's applicable sales Rate Schedule.

Gas Commodity Charge

The customer's cost of gas will be as communicated to the Company each month by the customer's authorized Supplier. If a participating customer obtains gas supply from the Company as a result of its chosen Supplier becoming disqualified, or the customer otherwise returns to the Company's sales supply, the customer is subject to Rule C2, Controlled Service.

General Terms and Surcharges

This Rate is subject to all general terms and conditions shown on [Sheet No. D-1.00](#) and surcharges shown on [Sheet No. D-2.00](#) and is also subject to charges, terms and conditions set forth in Section F.

Minimum Charge

The minimum charge shall be the Customer Charge included in the rate.

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(Continued from [Sheet No. F-14.00](#))

F6. GAS CUSTOMER CHOICE SERVICE RATE CC (Contd.)

Due Date and Late Payment Charge

The due date of a customer's bill shall be 21-days from the date the bill was sent. The due date of a nonresidential customer's bill shall be 21-days from the date the bill was sent. A late payment charge of 2%, not compounded, of the unpaid portion of the bill, net of taxes, shall be assessed to any bill that is delinquent.

Term and Form of Contract

Service under this Rate shall require authorization in a manner specified by the Company.

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P R O O F O F S E R V I C E

STATE OF MICHIGAN)

Case No. U-15929

County of Ingham)

Mignon Middlebrook, being duly sworn, deposes and says that on October 13, 2009, A.D. she served a copy of the attached **Commission Order** by first class mail, postage prepaid, or by inter-departmental mail, to the person(s) as shown on the attached service list(s).

Mignon Middlebrook

Subscribed and sworn to before me
this 13th day of October 2009

Gloria Pearl Jones
Notary Public, Ingham County, MI
My commission expires June 5, 2016

Service List – Case No. U-15929

Michael S. Ashton
Fraser Trebilcock Davis & Dunlap PC
124 W. Allegan Street, Suite 1000
Lansing MI 48933

Ronald W. Bloomberg
Miller, Canfield, Paddock & Stone, P.L.C.
One Michigan Avenue, Suite 900
Lansing MI 48933

William J. Wolter
Wolter & Associates P.C.
192 E. Main Street
Northville MI 48167

Consumers Energy Company
Catherine M. Reynolds
One Energy Plaza
Jackson MI 49201

John M. Dempsey
Dickinson Wright, PLLC
301 E. Liberty Street, Suite 500
Ann Arbor MI 48104

Gary L. Field
Field Law Group PLLC
915 N. Washington Avenue
Lansing MI 48906

Raymond E. McQuillan
Consumers Energy Company
1 Energy Plaza Drive, Rm EP11-241
Jackson MI 49201

Sherri A. Wellman
Miller Canfield Paddock & Stone
One Michigan Avenue, Suite 900
Lansing MI 48933

Richard Haubensak
Constellation NewEnergy-Gas Division, LLC
12120 Port Grace Boulevard, Suite 200
LaVista NE 68128

Michael J. Solo
DTE Energy Company
One Energy Plaza
Detroit MI 48226-1279

Service List – Case No. U-15929

Michigan Consolidated Gas Company
Sandra K. Ennis
One Energy Plaza
Detroit MI 48226

Michigan Gas Utilities Corporation
Chuck Cloninger, President
899 South Telegraph Road
Monroe MI 48161-4005

Robert B. Nelson
Fraser Trebilcock Davis & Dunlap, P.C.
124 W. Allegan Street, Suite 1000
Lansing MI 48933

Daniel E. Nickerson, Jr.
Michigan Public Service Commission
6545 Mercantile Way, Suite 14
Lansing MI 48911

Spencer A. Sattler
Michigan Dept. of Attorney General
Public Service Division
6545 Mercantile Way, Suite 15
Lansing MI 48911

SEMCO Energy Gas Company
Eugene N. Dubay, Sr. Vice-President & COO
1411 Third Street, Suite A
Port Huron MI 48060

P R O O F O F S E R V I C E

STATE OF MICHIGAN)

Case No. U-15929

County of Ingham)

Lisa Felice being duly sworn, deposes and says that on October 13, 2009 A.D. she served a copy of the attached **Commission Order (Commission's Own Motion) via e-mail transmission**, to the persons as shown on the attached service list (Listserv Distribution List).

Lisa Felice

Subscribed and sworn to before me
this 13th day of October 2009

Sharron A. Allen
Notary Public, Ingham County, MI
My Commission Expires August 16, 2011

Special Distribution Service List-Case No. U-15929

Michael S. Ashton
Fraser Trebilcock Davis & Dunlap PC
124 W. Allegan Street, Suite 1000
Lansing MI 48933

Ronald W. Bloomberg
Miller, Canfield, Paddock & Stone, P.L.C.
One Michigan Avenue, Suite 900
Lansing MI 48933

William J. Wolter
Wolter & Associates P.C.
192 E. Main Street
Northville MI 48167

Consumers Energy Company
Catherine M. Reynolds
One Energy Plaza
Jackson MI 49201

John M. Dempsey
Dickinson Wright, PLLC
301 E. Liberty Street, Suite 500
Ann Arbor MI 48104

Gary L. Field
Field Law Group PLLC
915 N. Washington Avenue
Lansing MI 48906

Richard Haubensak
Constellation NewEnergy-Gas Division, LLC
12120 Port Grace Boulevard
Suite 200
LaVista NE 68128

Raymond E. McQuillan
Consumers Energy Company
1 Energy Plaza Drive, Rm EP11-241
Jackson MI 49201

Michigan Consolidated Gas Company
Sandra K. Ennis
One Energy Plaza
Detroit MI 48226

Michigan Gas Utilities Corporation
Chuck Cloninger, President
899 South Telegraph Road
Monroe MI 48161-4005

Special Distribution Service List-Case No. U-15929

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Angie A. Fadly
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Nino Silverstri
20 Henry Clay Avenue
Pontiac, MI 48341