

Continued From Sheet No. F-13.00

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

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.

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:

- (1) Complainant will route all formal complaints in writing to:

Michigan Gas Utilities Corporation
899 S. Telegraph Rd.
Monroe, MI 48161
Attention: Manager Regulatory Services

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

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.

Continued on Sheet No. F-15.00

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VP Regulatory Affairs
Green Bay, Wisconsin

Effective for Service
On and After: **November 13, 2009**
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Order Dated: **October 13, 2009**
In Case No: **U-15929**

Continued From Sheet No. F-14.00

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

Service is available to all customers without limitation

A 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 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 Rule C5.3(c), Selection of Rate, 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 supplier at any time. A customer who has elected to take service under Rate CC may return to the Company sales rate at anytime, subject to certain rules and conditions, but must remain on the sales rate for 12 months.

A customer may also change from Rate CC to another rate if:

- (1) the customer exercises an unconditional right of cancellation pursuant to Section F2 with the initial Supplier selected by the customer,
- (2) the customer establishes that the customer was enrolled by a Supplier without the customer's knowing consent,
- (3) the Supplier's action forces the customer to the Company's sales service,
- (4) the Supplier selected by the customer defaults under its Authorized Gas Supplier Agreement, or
- (5) the Supplier selected by the customer has its Authorized Supplier status revoked or terminated.

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, balancing 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 all of the Company's "Rules, Regulations and Rate Schedules Governing the Sale or Transportation of Natural Gas" 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.

A Rate CC customer's return to sales service is subject to Rule C2, Controlled Service.

Monthly Rate

Customer Charge Or Service Charge

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

Continued on Sheet No. F-16.00

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Continued from Sheet No. F-15.00

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

Distribution Charge

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

Balancing Charge

The customer shall pay a Balancing Charge of \$0.4200 per Mcf delivered by the Company to the customer during the month. (Amounts collected by the Company for Balancing Charges shall be reflected as reductions to the GCR Cost of Gas Sold and identified separately on annual reconciliation reports under Rule C9.)

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 wishes to obtain gas supply from the Company after twelve or more months under rate CC, the customer shall be subject to the GCR rate. If a participating customer chooses to obtain gas supply from the Company as a result of its chosen Supplier becoming disqualified or terminating its participation, subject to Rule C2, Controlled Service, the customer shall become subject to the higher of a market based rate or the GCR rate for up to three months.

The market-based rate shall consist of the average (most recent 30 days that are available) of the MichCon city gate price as published in *Platt's Gas Daily*.

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-1.00 and is also subject to all charges, terms and conditions set forth in Section F.

Minimum Charge

The minimum charge shall be the customer charge included in the rate plus any applicable surcharges.

Due Date and Late Payment Charge

The due date of a customer's bill shall be 21 days from the date of mailing. A 2% late payment charge, 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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