

Continued From Sheet No. F-10.00

### F3. SOLICITATION REQUIREMENTS (Contd.)

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.

(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 Michigan Public Service 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 **or medium commercial office**.
- (F) The Supplier and its agents must comply with truth in advertising in all verbal, written, or electronic statements to the customer.
- (G) A Supplier who is actively marketing and/or enrolling customers in the Company's territory will post to the Commission's gas rate comparison website at [MI.gov/CompareMIGas](http://MI.gov/CompareMIGas) its generally available offers for residential, small commercial customers **and medium commercial customers** per the Terms and Conditions of the AGS licensing application.

(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 Section 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:

- 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) **on the Small General Service rate**.
- **Medium Commercial means a non-residential customer (business name) on the Medium General Service rate.**
- Large Commercial means a non-residential customer (business name) **on the Large General Service rate** with usage of natural gas that is supplied or distributed by a utility for non-residential purposes.

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

Legally Authorized Person means the 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" includes 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.

- (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 or owner's name 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 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 matter.
  
- (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.

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Continued From Sheet No. F-12.00

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

- (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 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.
- (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

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#### **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.

- (I) **A Supplier who is actively marketing and/or enrolling customers in the Company's territory will post to the Commission's gas rate comparison website at MI.gov/CompareMIGas its generally available offers for residential and small commercial customers per the Terms and Conditions of the AGS licensing application.**

#### **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.

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### **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.

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