

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter, on the Commission's own motion, to)
investigate pole attachments that violate the National)
Electrical Safety Code as adopted in R 460.813) Case No. U-13522
on poles owned by The Detroit Edison Company,)
SBC Michigan, and Consumers Energy Company.)
_____)

At the October 7, 2003 meeting of the Michigan Public Service Commission in Lansing,
Michigan.

PRESENT: Hon. J. Peter Lark, Chair
Hon. Robert B. Nelson, Commissioner
Hon. Laura Chappelle, Commissioner

ORDER APPROVING SETTLEMENT AGREEMENT

On September 16, 2002, the Commission issued an order initiating this case to examine attachments on poles owned by The Detroit Edison Company (Detroit Edison), SBC Michigan,¹ and Consumers Energy Company (Consumers) that violate the National Electrical Safety Code (NESC), to design any necessary remedial plans, and to impose sanctions for violations as provided by law.

At a prehearing conference on October 8, 2002, Administrative Law Judge James N. Rigas (ALJ) denied petitions to intervene that were filed by Dearborn Public Schools, Rochester Community Schools,² and EduNets. On December 6, 2002, the Commission reversed the ALJ's

¹SBC Michigan was formerly known as Ameritech Michigan.

²On January 28, 2003, Rochester Community Schools withdrew from the proceedings.

October 8 ruling and held that these parties should be permitted to participate in this case in the interest of obtaining a long-term solution to a potentially systemic problem; however, their participation was limited.

Although the parties filed numerous prehearing motions, eventually, with the assistance and encouragement of the Commission Staff (Staff), they were able to resolve all issues in the case, as evidenced by their August 22, 2003 settlement agreement. Representatives for the Staff, Consumers, Michigan Cable Telecommunications Association, SBC Michigan, Edunets, and The Detroit Edison Company signed the agreement. Dearborn Public Schools filed a letter consenting to the settlement agreement.

The settlement agreement, attached as Exhibit A, sets forth the following:

1. The parties shall comply with the NESC requirements.
2. The parties shall follow the audit procedure set forth in the settlement agreement to ensure NESC compliance.
3. The parties shall follow procedures set forth in the settlement agreement if any NESC violations are found.
4. Charges shall be paid to remediate existing conditions at variance with the NESC requirements, through the creation of a pole-remediation fund and other means.
5. The Staff shall initiate a study, to be completed within 120 days, relating to make ready fees, their implementation, and pole attachment agreements and forms, if any.
6. The Staff, upon application or complaint, may act as a facilitator if the parties are unable to resolve disputes.

The Commission FINDS that:

- a. Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.51 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and the Commission's Rules of Practice and Procedure, as amended, 1992 AACCS, R 460.17101 et seq.
- b. The settlement agreement is reasonable and in the public interest, and should be approved.

THEREFORE, IT IS ORDERED that the August 22, 2003 settlement agreement, attached as Exhibit A, is approved.

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, pursuant to MCL 462.26.

MICHIGAN PUBLIC SERVICE COMMISSION

(S E A L)

/s/ J. Peter Lark
Chair

By its action of October 7, 2003.

/s/ Robert B. Nelson
Commissioner

/s/ Robert W. Kehres
Its Acting Executive Secretary

/s/ Laura Chappelle
Commissioner

The Commission FINDS that:

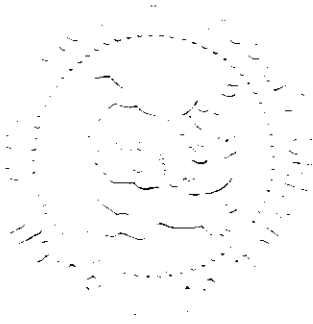
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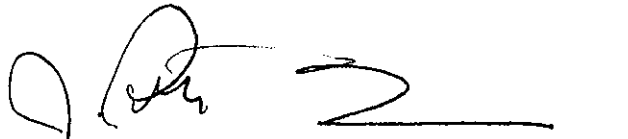
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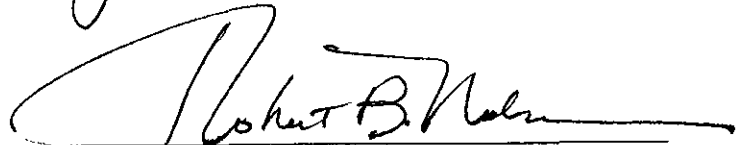
MICHIGAN PUBLIC SERVICE COMMISSION




By its action of October 7, 2003.



Chair



Commissioner



Its Acting Executive Secretary



Commissioner

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter on the Commission's own motion to investigate pole attachments that violate the National Electrical Safety Code as adopted in R 460.813 on poles owned by the Detroit Edison Company, Ameritech Michigan, and Consumers Energy Company.

MPSC Case No. U-13522

SETTLEMENT AGREEMENT
August 22, 2003

PREAMBLES

Whereas, the Michigan Public Service Commission (the "Commission") initiated this case by order dated September 16, 2002 ("Case No. U-13522"); and

Whereas, the Commission named as respondents, Consumers Energy Company ("Consumers"), SBC-Ameritech Michigan ("SBC") and The Detroit Edison Company ("Edison"); and

Whereas, the Commission allowed the interventions of the Michigan Cable Telecommunications Association ("MCTA") and EduNets; and

Whereas, the Michigan Public Service Commission Staff ("Staff") filed an appearance and filed testimony to address the Commission's allegations contained in its September 16, 2002 Order; and

Whereas, the Commission adopted by Commission rule the National Electrical Safety Code ("NESC"); and

Whereas, Consumers, SBC and Edison represent that with respect to the 462 alleged conditions at variance with the requirements of the NESC in Staff's testimony that are on their respective poles, the conditions have been resolved or are in the process of being resolved; and

Whereas, Consumers, SBC, Edison, MCTA, EduNets and Staff met and negotiated a stipulated settlement of Case No. U-13522, which settlement is represented by this document; and

Whereas, Consumers, SBC, Edison, MCTA, EduNets and Staff submit this settlement agreement for Commission approval.

NOW, Therefore, the parties agree as follows:

AUDIT

The Michigan Public Service Commission Staff ("Staff") has drafted a memorandum relating to certain cooperative arrangements that pole owners and other parties attaching facilities to utility poles should practice, which is attached to this Settlement Agreement as Attachment A.

If any party attaching facilities to utility poles discovers an NESC condition involving its attachments, correction of such NESC condition at variance with the requirements of the NESC shall be pursuant to the terms of this Settlement Agreement. If any party encounters any ground clearance NESC conditions at variance with the requirements of the NESC or neutral zone NESC conditions at variance with the requirements of the NESC involving the attachments of any other party attaching facilities to poles, the discovering party will make a good faith effort to provide notice to the pole owner and the owner of the attachments at variance with the requirements of the NESC consistent with the "Corrections" provisions of this Settlement Agreement, so long as the attachment clearly identifies the owner of the attachment. All parties' observation of other parties' attachments shall be limited to ground clearance and neutral zone measurements as provided herein. All parties attaching attachments to utility poles will make a good faith effort to report to the owner of the attachments and the pole owner any NESC ground clearance issues if the lowest hanging attachment is less than that required by Table 232-1 of the NESC. All parties attaching attachments to utility poles will make a good faith effort to report to the owner of the attachments and the pole owner any NESC neutral zone clearance issues if the attachment is inconsistent with Table 235-5 of the NESC. All parties shall observe attachments in their "as found" condition on the date of the observation without adjustment for wind, ice or loading of any kind.

CORRECTIONS

A. REMEDIATION WITHOUT NEW ATTACHMENT PERMIT APPLICATION

The following is a process for the remediation of attachment conditions which are inconsistent with the clearance and neutral zone requirements set forth in the NESC which do not cause an imminent public safety hazard:

1. If, pursuant to the "Audit" provisions above, a pole owner identifies or is advised that an attachment to its utility poles is inconsistent with the clearance and neutral zone requirements set forth in the NESC, the pole owner shall as soon as reasonably possible provide notice by fax or email, if available, or by first class mail, to the owner of the allegedly offending attachment and the person who the pole owner believes, based on its records, if any, to have caused the condition. At a minimum, the notice shall include the location of the pole and the nature of the alleged condition that is inconsistent with the NESC. The notification and all subsequent actions resulting from such notification will be consistent with other applicable

provisions of this settlement.

2. The owner of the attachment and the person who the pole owner believes, based upon its records, if any, to have caused the condition shall be provided 30 days from the date of notice to investigate the allegation and respond to the pole owner. If the owner of the attachment or the person who the pole owner believes, based upon its records, if any, to have caused the condition is at fault, the responsible party shall remedy the alleged condition. Unless the remedy involves remedial work or co-ordination with other parties is required, the alleged condition should be remedied in 60 days of the date of notice. Within those 60 days, notice should be provided to the pole owner that the condition has been remedied or notice of the reason that the condition has not been remedied such as the need for remedial work or co-ordination with other parties. If the owner of the attachment and the person who the pole owner believes, based upon its records, if any, to have caused the condition denies fault within the first 30 days of the notice from the pole owner and provides additional information, if available, to the pole owner to allege fault on another party attaching to the poles of the pole owner, the pole owner shall provide notice to the new party of the allegedly offending attachment. The newly notified party shall be provided 30 days from the date of notice to investigate the allegation and respond to the pole owner. The newly notified party shall also have the same period of time to remedy the condition if it is at fault for the alleged condition. If the owner of the attachment denies fault within the first 30 days of the notice from the pole owner and the pole owner has no additional information as to who is at fault, the pole owner shall provide notice to all owners of attachments on the pole, who shall each be given 30 days to admit or deny fault. If there is a disagreement as to which person has caused the condition, the pole owner and the persons involved will attempt to resolve the dispute to their mutual satisfaction. If a dispute arises as to fault, the Enforcement section of this Settlement Agreement governs.

3. Where the owner of the attachment is responsible for the cost of the remedial work to remedy a condition for one of its attachments but that remedial work requires work to be performed by the pole owner, the owner of the attachment shall receive a good faith estimate of the cost for the necessary remedial work to be performed by the pole owner. After receipt of the good faith estimate, the owner of the attachment shall be given a reasonable opportunity not to exceed 30 days to either agree to pay the charges for the remedial work or agree to remove its attachment from the pole. An owner of the attachment who agrees to pay the charges does not waive its rights to challenge or dispute whether the charges for the remedial work are just and reasonable. A pole owner may perform the remedial work and impose on the owner of the attachment reasonable actual charges for the remedial work only if it has first offered a good faith estimate and provides a reasonable opportunity to allow the owner of the attachment to remove its attachment.

B. REMEDIATION WITH NEW ATTACHMENT PERMIT APPLICATION

The following is a process for the remediation of attachment conditions which are inconsistent with the requirements set forth in the NESC which do not cause an imminent public safety hazard and where a person is seeking to attach to the pole. With respect to clearance and

neutral zone conditions at variance with the requirements of the NESC, the procedures in Section A, above, "REMEDICATION WITHOUT NEW ATTACHMENT PERMIT APPLICATION" shall also be followed.

1. At the time the pole owner receives a permit application, the pole owner shall upon request use its best efforts to notify the applicant within 5 business days of the approximate time in the future that the pole owner will be able to address the applicant's application. Each party proposing to attach to the poles of a pole owner shall use its best efforts to prioritize its attachment permit requests in the order of importance so that the pole owner knows the poles that are a priority to the proposed attacher. Pole owners shall not charge any fee, including advance fees, except such as are pursuant to its tariffs.

2. The parties acknowledge and agree that it is not the intent of the pole owners to assess any charges to remediate existing conditions on the poles at variance with the requirements of the NESC to a new and unrelated party seeking to attach to the poles of the pole owner. The parties acknowledge and agree that the responsible party should pay all costs associated with remediating the existing conditions that are at variance with the requirements of the NESC, unless otherwise agreed. Unless the pole owner is alleged to be the responsible party, it is not the obligation of the pole owner to determine who the responsible party is.

3. A person seeking to place a new attachment on a pole shall be responsible for the actual cost of the make-ready work necessary to accommodate its new attachment. An estimate of make ready work provided by a pole owner shall indicate whether it includes the costs for all work necessary with regard to all existing attachments or only work related to the pole owner's facilities. The following situations may arise:

a. Conforming Pole Capable of Additional Attachment

- (i) No remediation issues arise.
- (ii) Fees and costs pursuant to the tariff shall apply.

b. Conforming Pole Not Capable of Additional Attachment

- (i) No remediation issues arise.
- (ii) The proposed attacher will be required to pay the actual make-ready costs to accommodate the new attachment.
- (iii) Fees and costs pursuant to the tariff shall apply.

c. Non-Conforming Pole Capable of Additional Attachment

- (i) All remediation costs shall be paid by the party which has caused the condition at variance with the requirements of the NESC, and not the proposed attacher.
- (ii) The proposed attacher will be required to pay the actual make-ready costs

to accommodate the new attachment.

(iii) Fees and costs pursuant to the tariff shall apply.

d. Non-Conforming Pole Not Capable of Additional Attachment

(i) Existing violation that may be remedied without a pole change out.

(1) All remediation costs shall be paid by the party which has caused the condition at variance with the requirements of the NESC. The party causing the condition at variance with the requirements of the NESC shall pay only for the lowest cost method of remediation consistent with good safety, reliability, engineering and construction practices.

(2) The proposed attacher will be required to pay the actual make-ready costs to accommodate the new attachment.

(3) Fees and costs pursuant to the tariff shall apply.

(ii) Existing violation that may be remedied only through a pole change out.

(1) The proposed attacher and the party (or parties) that caused the condition at variance with the requirements of the NESC shall be given good faith estimates of (a) the remediation cost associated with curing the condition at variance with the NESC; (b) the make ready cost if the condition at variance with the NESC is remedied; (c) the make ready cost if the party (or parties) choose to leave the pole; and (d) the combined cost of remediation and make ready if all parties choose to remain on the pole and the proposed attacher attaches its attachment. Thereafter, the parties shall have 30 days to negotiate a mutually acceptable division of the cost in item (d) above. If they are unable to do so, then, by the end of the 30 day period, the party (or parties) that caused the condition at variance with the requirements of the NESC shall indicate whether it will pay the cost in item (a) above or remove its attachment(s) and the proposed attacher will indicate whether it will pay the cost in item (b) or (c), as applicable. All parties recognize that implementation of system modifications and training of pole owner personnel to provide such estimates will involve some period of time.

(2) Except for make ready and remediation costs in section d.(ii) (1) above, fees and costs pursuant to the tariff shall apply.

C. NON APPLICABILITY OF POLE LOADING

This "Corrections" section does not apply to the remediation of conditions related to column loading, overturning moment and other loading conditions. This agreement can be used for remediation of such conditions only if the parties involved agree to it.

D. POLE REMEDIATION FUND FOR DISPUTED RESPONSIBILITY

The following will apply if there is an existing permit application that cannot be processed because there is an existing condition on a pole or poles to which the applicant wishes to attach that is/are inconsistent with the requirements of the NESC and the party alleged to have caused the condition and any other party are invoking the "Enforcement" "Responsible Party" provisions of this Settlement Agreement.

1. If the "Enforcement" "Responsible Party" provisions of this Settlement Agreement is invoked to determine who is the responsible party or parties for the cost of remediation of an existing condition on a pole or poles inconsistent with the requirements of the NESC, then 15 days after the Staff recommendation in "Enforcement" "Responsible Party" Section ¶2, unless notified by a party attaching to the poles that the existing condition will be remediated either by acceptance of the Staff recommendation or by some other means of remediation, the pole owner shall commence the work necessary to remediate the existing condition and will be reimbursed for its costs to remediate the existing condition from the Pole Remediation Fund consistent with the estimate provided in accordance with the "Corrections" provision of this Settlement Agreement. The pole owner need not commence work to remediate the existing condition until there are sufficient monies in the Fund for such reimbursement.

2. The Pole Remediation Fund (the "Fund") shall be created by Consumers Energy Company, The Detroit Edison Company, and SBC in the amount of \$300,000, through contributions of \$100,000 each, within 45 days of issuance of an order approving this settlement. Staff will support recovery by Consumers Energy Company and The Detroit Edison Company of their contributions to the Fund in each company's next general rate case.

3. It is the intent of the parties that when a pole owner commences remediation of any existing condition on a pole or poles that is at variance with the NESC except for conditions relating to those set forth in C above, and remediates that condition as provided in paragraph D.1. supra, the pole owner shall be reimbursed all of its expenses and costs to remediate that condition from the Fund consistent with the estimate provided in accordance the "Corrections" provision of this Settlement Agreement. Once the procedures contained in the "Enforcement" "Responsible Party" provisions of this Settlement Agreement have been completed, the party or parties determined to be responsible shall reimburse the Fund for the entire cost of the remediation within 30 days of the determination.

COMPENSATION

1. All reasonable actual costs, including reasonable actual charges for remedial work, incurred in remedying a condition at variance with the requirements of the NESC shall be ~~paid by the party who caused the non-compliant condition on the pole(s).~~

2. All actual charges for make-ready and remedial work imposed by a pole owner shall be just and reasonable. Invoices and notification of remediation cost estimates will be

made by letter accompanied by a map, sketch or print indicating any locations of required remediation.

3. All parties reserve their respective rights to recover their costs from the party causing the condition at variance with the requirements of the NESC.

ENFORCEMENT

Responsible Party

1. If a dispute arises as to fault in the "Corrections" Section and no agreement is reached within 30 days of the date of the last notification to a party attaching to the pole owner's poles under the "Corrections" Section of this settlement agreement, the persons involved shall submit the information to the Michigan Public Service Commission Staff. The Staff will act as a facilitator and recommend in writing a resolution of the dispute.

2. The dispute will be resolved in accordance with the Staff's recommendation, unless a person files a formal application or complaint with the Michigan Public Service Commission within 15 days of the recommendation.

3. In resolving a dispute, there will be a presumption that the issuance of a permit was based upon the pole owner's favorable determination of the feasibility and safety of the requested pole attachment(s).

Other Disputes

1. In addition to existing legal rights and remedies relating to enforcement and dispute resolution, if persons are unable to resolve any dispute between them, the Michigan Public Service Commission Staff may act as a facilitator and recommend a resolution of the dispute.

2. A person who disagrees with the recommendation may file a formal application or complaint with the Michigan Public Service Commission to resolve the dispute.

Conditions That Are Inconsistent With the Requirements of the NESC

1. The pole owner can be made aware of conditions that may be inconsistent with the requirements set forth in the NESC by anyone, including without limitation, the owner of an attachment, contractor, customer, or Commission Staff.

2. Pole owners, owners of attachments or other interested persons may consult with the Commission Staff regarding questions concerning the requirements of the NESC.

3. A pole owner or owner of an attachment may file an application or complaint with the Michigan Public Service Commission regarding any condition that is inconsistent with the requirements of the NESC.

4. The Michigan Public Service Commission may, on its own motion, initiate a proceeding regarding any condition that is inconsistent with the requirements of the NESC.

MISCELLANEOUS

A. Each party attaching facilities to utility poles shall be responsible for the safe and reliable installation of its attachments while complying with the requirements of the NESC.

B. This Settlement Agreement shall have a term of 3 years. Six months prior to the expiration of the Settlement Agreement, the parties shall meet to examine the results of the settlement and determine the future steps, if any, that may be appropriate.

C. This Settlement Agreement will become effective on the date that the Michigan Public Service Commission approves the Settlement Agreement's terms without amendment or modification. Should the Commission alter the Settlement Agreement's terms in any way, this Settlement Agreement becomes null and void.

D. This Settlement Agreement does not affect the parties' responsibilities and obligations under the relevant pole owner tariffs, joint use or lawful pole attachment agreements. This settlement agreement does not diminish any party's legal rights to challenge the enforceability or interpretation of any provision in the tariffs or pole attachment agreements.

E. Since pole attachments are a tariffed service, except for municipalities and other utilities, pole owners shall not require any confidentiality provisions or agreements with respect to pole attachments.

F. There are a number of aspects to the current disputes relating to pole attachments. This agreement does not fully resolve all issues and is a result of compromise in order to avoid continuing the proceeding. Parties are free to seek resolution of issues affecting pole attachments. No party shall be prejudiced by this agreement or have this agreement or its compromises cited against them. The agreement shall not be admissible in any proceeding except to implement or enforce it or to demonstrate compliance with it.

G. In response to the concerns raised by EduNets, the Staff will initiate a study, to be ~~completed within 120 days of the Commission Order approving this settlement agreement, of~~ tariff provisions relating to make ready fees, their implementation, and pole attachment agreements and forms, if any. This study will be delivered to the Commission and the parties to this proceeding and will be posted on the Commission's internet site. The study will detail

existing concerns relating to the subject matter and will note any recommendations for improvement or changes relating to the subject matter. All parties will be afforded an opportunity to provide input into this study.

MICHIGAN PUBLIC SERVICE COMMISSION
STAFF

Dated: Sept 17, 2003

By: Patricia S. Barone
Patricia S. Barone (P29560)
Assistant Attorney General

CONSUMERS ENERGY COMPANY

Dated: Sept 15, 2003

By: Raymond E. McQuillan
Raymond E. McQuillan (P24100)

MICHIGAN CABLE TELECOMMUNICATIONS
ASSOCIATION

Dated: Sept 5, 2003

By: Michael S. Ashton
Michael S. Ashton (P40474)

AMERITECH MICHIGAN

Dated: Sept. 4, 2003

By: John M. Dempsey
John M. Dempsey (P30987)

EDUNETS

Dated: Sept 11, 2003

By: Roderick S. Coy
Roderick S. Coy (P12290)

THE DETROIT EDISON COMPANY

Dated: September 2, 2003

By: Mark J. Burzycki
Mark J. Burzycki (P43793)

ATTACHMENT A

TO: Pole Owners and Attaching Parties

FROM: PSC Staff (Kitts or Celio)

SUBJECT: Case No. U-13522

The parties in Public Service Commission Case No. U-13522 entered into a settlement agreement that resolved the issues in that proceeding. During the settlement discussions, the parties agreed that there were certain cooperative arrangements that pole owners and attaching parties should practice, but there was agreement that these should not be included in the settlement in order to avoid creating new obligations or liabilities. Instead, the parties agreed that the Commission Staff would prepare a memorandum outlining the Staff's perception regarding good cooperative practices. This is that memorandum.

In the Staff's opinion, pole owners and attaching parties (collectively participants) should continue regular inspections of their facilities, including any inspections required to comply with Commission orders in Cases Nos. U-9916, U-10908, U-12270, or other relevant proceedings. Participants should note any conditions at variance with the requirements of the National Electrical Safety Code (NESC). If the participant notes such a condition involving its own facilities, corrections should be made pursuant to the provisions of the Commission order in Case No. U-13522. If the participant notes a condition at variance with the requirements of the NESC that does not involve its facilities, it should notify the pole owner and may also choose to notify the attaching party (if known). Thereafter, corrections should be made consistent with the provisions of the Commission order in Case No. U-13522. This informal process is applicable only to situations that do not involve an immediate public safety hazard.

If you have questions regarding the inspection or correction of pole attachments, please contact Peter Derkos of the Commission's Energy Operations Division at (517)241-6080.

PROOF OF SERVICE

STATE OF MICHIGAN)

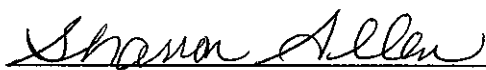
Case No. U-13522

County of Ingham)

Patricia A. Fronta being duly sworn, deposes and says that on October 7th 2003, A.D. she served a copy of the attached Commission orders by first class mail, postage prepaid, or by inter-departmental mail, to the persons as shown on the attached service list.


Patricia Fronta

Subscribed and sworn to before me
this 7th day of October 2003


Notary Public, Ingham, County, Michigan
My Commission expires August 16, 2004

SERVICE LIST FOR DOCKET # U - 13522-
DATE OF PREPARATION: 10/03/2003

CASE #

MR. JON CHRISTINIDIS
THE DETROIT EDISON COMPANY
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DETROIT MI 48226

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AMERITECH
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MR. MICHAEL VAN HEMERT
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ID MAIL

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SERVICE LIST FOR DOCKET # U - 13522-
DATE OF PREPARATION: 10/03/2003

CASE #

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ALL ELECTRIC ORDERS

PAGE: 1
DATE: 09/19/2003

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MS. MONICA MARTINEZ
SENATE DEMOCRATIC STAFF
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LANSING ID MAIL

MR. JOHN PESTLE
VARNUM, RIDDERING, SCHMIDT & HOWLETT
BRIDGEWATER PLACE
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GRAND RAPIDS MI 49501-0352

**Municipal Electric Utilities –
Unregulated by the MPSC
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City of Charlevoix

Edward Whitley, Superintendent
210 State Street, P.O. Box 550
Charlevoix, MI 49720-1345

Coldwater Board of Public Utilities

Dwight Woodman, Director
1 Grand Street
Coldwater, MI 49036

Daggett Electric Department

Keith Sorenson, Village President
Daggett, MI 49821-9999

City of Eaton Rapids

William LeFevere, City Manager
City Hall/200 S. Main
Eaton Rapids, MI 48827-1256

Grand Haven Board of Light & Power

Phil T. Trumpfheller, General Mgr.
1700 Eaton Drive
Grand Haven, MI 49417-2872

Hillsdale Board of Public Utilities

Rick Rose, Director
45 Monroe Street
Hillsdale, MI 49242-1236

Lansing Board of Water and Light

Joseph Pandy, Jr., General Manager
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City of Marshall

Tom Tarkiewicz, Director
323 W. Michigan Avenue
Marshall, MI 49068-1547

Village of Baraga

Thomas Chatel, Village Manager
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Baraga, MI 49908-0290

Chelsea Electric and Water Department

Jack Myers, Village Manager
305 South Main Street, #100
Chelsea, MI 48118-1085

Croswell Light & Power Dept.

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Croswell, MI 48422-1224

Detroit Public Lighting Department

Mark Petty, Director
9449 Grinnell Avenue
Detroit, MI 48213

Escanaba Electric Department

Robert Headden, Superintendent
1711 Sheridan Road
Escanaba, MI 49829-1800

Harbor Springs Municipal Utility

Dennis Ory, Supervisor
204 E. Fairview St.
Harbor Springs, MI 49740

Holland Board of Public Works

Tim Morawski, General Manager
625 Hastings Avenue
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Lowell Light and Power

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127 N. Broadway St., P.O. Box 229
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Michigan South Central Power Agency

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Keith Nantell, Superintendent
307 E. McMillan Ave., P.O. Box 493
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Bay City Electric Light & Power

Eric C. Dean, Director
900 S. Water Street
Bay City, MI 48708-7098

Clinton Board of Public Works

Kevin Cornish, Village Manager
119 E. Michigan Avenue
Clinton, MI 49236

City of Crystal Falls

Charles C. Nordeman, City Manager
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Crystal Falls, MI 49920-1424

Dowagiac Department of Public Services

Donald Hallowell, Director
241 S. Front Street, P.O. Box 430
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City of Gladstone

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Hart Hydro Electric

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Village of L'Anse

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Marquette Board of Light and Power

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Negaunee Electric Department

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Niles Utilities Department

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Niles, MI 49120-0217

**Municipal Electric Utilities –
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City of Petoskey
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110 West Main
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Portland Light and Power Board
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South Haven Board of Public Works
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Stephenson Utilities Department
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Union City Electric Department
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Zeeland Board of Public Works
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Electric Mailing Labels

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**ALTERNATIVE ELECTRIC
COMPANIES
8-21-03
(26)**

CMS Marketing, Services and Trading Co.
One Jackson Square, Suite 1060
Jackson, MI 49201-2277

Dynegy Energy Services, Inc.
c/o Michigan Power Limited Partnership
5795 West 6th Street
Ludington, MI 49431

Energy International Power Marketing Corp
d/b/a PowerOne Corporation
6850 Haggerty
Canton, MI 48187
ATTN: Rami Fawaz

Engage Energy America LLC
(Formerly Engage Energy US, L.P.)
39500 High Pointe Blvd., Suite 260
Novi, MI 48375

Metro Energy, LLC
c/o Detroit Metropolitan Airport
Building Number 821
Detroit, MI 48242
ATTN: Linda S. Ackerman

Nicor Energy, LLC
1001 Warrenville Road, Suite 550
Lisle, IL 60532-4306

Premier Energy Marketing L.L.C.
900 Victors Way
Ann Arbor, MI 48108
ATTN: Bruce Schlansker/George Deljevic

Strategic Energy, L.L.C.
First Center Building
26911 Northwestern Hwy, Suite 300
Southfield, MI 48034

**AEP Ohio Commercial & Industrial Retail Co.
LLC, d/b/a AEP Retail Energy**
110 W. Michigan Ave., Ste. 1000A
Lansing, MI 48933

Constellation NewEnergy, Inc.
22201 Greater Mack Avenue
St. Clair Shores, MI 48080

Dillon Energy Services, Inc.
21312 Mack Avenue
Grosse Pointe Woods, MI 48236

ElectricAMERICA
15901 Red Hill Avenue, Suite 100
Tustin, CA 92780

Exelon Energy Company
Charles Foreman
2315 Enterprise Drive
Westchester, IL 60154

Mirant America Retail Energy Marketing, LP
1155 Perimeter Center West
Atlanta, GA 30338

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2010 Hogback Road, Suite 4
Ann Arbor, MI 48105

Quest Energy, LLC
173 Parkland Plaza, Suite B
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ATTN: Mark Stiers

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Cook Inlet Power, LP
200 East Big Beaver, Suite 168
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Grosse Pointe Woods, MI 48236

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