

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

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In the matter of the complaint of)
QUICKSILVER, INC. and TERRA ENERGY, LTD,)
against **MICH CON GATHERING COMPANY** and)
MICHIGAN CONSOLIDATED GAS COMPANY)
_____)

Case No. U-14821

At the August 7, 2007 meeting of the Michigan Public Service Commission in Lansing,
Michigan.

PRESENT: Hon. Monica Martinez, Commissioner
Hon. Steven A. Transeth, Commissioner

ORDER

Procedural History

On March 13, 2006, Quicksilver, Inc., and Terra Energy, LTD, (collectively Quicksilver) filed a complaint against Mich Con Gathering Company (MGAT) and Michigan Consolidated Gas Company (Mich Con) regarding the terms and conditions of the agreement between the parties for natural gas transportation services on the Antrim Expansion Pipeline (AEP) owned and operated by MGAT.¹

¹Mich Con assigned its rights and duties respecting the AEP to its subsidiary, MGAT, on or about January 1, 1997. The ALJ dismissed the complaint against Mich Con in its entirety. Because Quicksilver made no showing that Mich Con owned or operated the AEP during the time period relevant to the case, the Commission agrees with the ALJ and dismisses the complaint against Mich Con. With respect to the chronology, this order attempts to use the name Mich Con for time periods when that party was still the owner/operator, and MGAT for time periods after the transfer of the pipeline to the subsidiary.

Pursuant to due notice, on April 21, 2006, a prehearing conference was held before Administrative Law Judge Mark L. Eyster (ALJ). The parties appeared and the Commission Staff (Staff) participated.

On July 19, 2006, an evidentiary hearing was held. Prefiled testimony was bound into the record. The witnesses were not cross-examined; however, the cross-examination and redirect of the Staff's witness, Donald Mazuchowski, from Case No. U-14754² was entered into the record as Exhibit MGAT-4. 2 Tr 136-137. The record contains 123 exhibits³ and 139 pages of transcript. The parties filed timely initial and reply briefs.

The ALJ issued a Proposal for Decision (PFD) on April 3, 2007. Exceptions were filed by the Staff and MGAT on April 24, 2007. Replies to exceptions were filed by the Staff, MGAT, and Quicksilver on May 4, 2007.

Background

On February 18, 1994, pursuant to 1929 PA 9 (Act 9), Mich Con filed an application for authority to construct and operate the AEP. In an order dated March 29, 1995, in Case No. U-10547 (1995 order), the Commission granted the application (with certain modifications), and established a transportation rate for gas transported through the AEP. The 1995 order places certain conditions on the grant of authority to construct and operate the pipeline.

Antrim gas tends to contain high levels of carbon dioxide (CO₂), which can be destructive to the pipeline system. The 1995 order requires Mich Con to deliver gas with a "carbon dioxide level of 2% or less at all downstream take-away points" and to provide "impartial, non-discriminatory

²Case No. U-14754 was filed by Dominion Reserves, Inc., (Dominion) on January 9, 2007, and is based upon similar allegations. The order in that case is issued concurrently with this order.

³The bulk of the exhibits are copies of contracts entered into by Mich Con with other shippers; *see*, Exhibits QS-19 to QS-119. The majority of Quicksilver's exhibits are not referenced in Quicksilver's testimony.

access to all take-away transportation systems.” 1995 Order, pp. 60-61. To achieve this CO₂ content, much of the Antrim gas requires treatment to remove excess CO₂. The 1995 order provided Mich Con with the flexibility to decide where its treatment facilities would be located, thus allowing Mich Con to use blending of high and low CO₂ content gases as a form of treatment. Order, p. 43.

For purposes of this case, the AEP starts just above the CMS Antrim Gas, LLC, (CMS) CO₂ treatment facility near Gaylord, Michigan.⁴ From Gaylord, the AEP runs south and west to delivery points at Goose Creek and Kalkaska. Antrim gas enters the AEP both above and below the CMS facility. To meet the 2% CO₂ requirement set by the Commission, Mich Con executed a 16-year contract (terminating December 31, 2011) with CMS for treating services on April 18, 1995 (the Capacity Agreement). *See*, Exhibit MGAT-3. The Capacity Agreement provides that CMS will treat the Antrim gas that is transported there to 0.75% CO₂ content (sometimes referred to as supertreating). Exhibit MGAT-3, p. 3. Thus, upstream gas that exceeds 2% CO₂ concentration can be treated at the CMS facility. Downstream gas that exceeds that requirement is blended with upstream gas that has been supertreated by the CMS facility to achieve a percentage at or below 2% CO₂ at the delivery points. The Capacity Agreement further specifies that Mich Con will deliver no more than 260 million cubic feet per day (MMcf/d) of gas to CMS, and that CMS is free to sell any “excess capacity to third parties at terms and conditions agreeable” to CMS. *Id.* MGAT pays a minimum monthly dedication charge for the contracted volume.

The AEP began operation on November 8, 1995. Producers (also called shippers) of Antrim gas entered into contracts with Mich Con to have the gas transported on the AEP, and, in some

⁴When the 1995 order was issued, the CMS CO₂ treatment facility was jointly owned with Mich Con. Mich Con has since sold its interest in the treatment facility to CMS, which is now independently owned and operated.

cases, to have the gas treated for CO₂ removal as well. Gas is received on the AEP at receipt points, is then transported along the AEP (and in some cases treated), and is redelivered to the shipper at delivery points. The gas that is redelivered is a fungible commodity; that is, it is not the identical gas that was received at the receipt point, because it has been commingled with gas from many other shippers along the AEP.

In anticipation of construction of the AEP, each producer entered into either an Antrim Gas Service Agreement for Transportation (ASAT) or an Antrim Gas Service Agreement for Transportation and Treatment (ASATT) with Mich Con. Quicksilver and Mich Con signed an ASAT⁵ on January 1, 1998 (the ASAT). *See*, Exhibit QS-3.⁶ The ASAT is effective through December 31, 2010. Exhibit QS-5. The ASAT (a transportation-only contract) provides that Quicksilver's gas must meet certain quality specifications; specifically the aggregate receipt point gas must not exceed 14% CO₂, and the shipper must demonstrate that "it has downstream processing agreements satisfactory to MichCon Gathering which provide that the carbon dioxide content of the gas will not exceed two mole percent (2%) at the outlet of the processing plant." Exhibit QS-3, p. 4, and Exhibit C thereto, p. 21.

On July 1, 1997, MGAT and CMS entered into a third amendment to the Capacity Agreement, which terminates concurrently with the Capacity Agreement. The third amendment allows MGAT to send overrun volumes (amounts greater than the contract volume) to CMS for treatment to 0.75% CO₂ content, and provides that CMS will treat all gas from third parties to the standard specified in the third party agreement, but "not to exceed a concentration of two percent (2%)

⁵The ASAT was signed by Quicksilver's predecessor, Mercury Exploration Company, Inc.

⁶Quicksilver and MGAT have also entered into ASATTs. *See*, Exhibits QS-1, QS-4; 2 Tr 39.

carbon dioxide content.” Exhibit MGAT-3, Amendment #3, p. 1.⁷ Amendment #3 provides a formula for calculating the monthly CO₂ outlet specification. The formula applies the 2% standard to all third party volumes, and the 0.75% standard to all MGAT volumes. *Id.*, Attachment 1. Use of this formula, in the example, results in a concentration of 0.96% CO₂ at the CMS outlet. This, in turn, allows MGAT to blend the CMS outlet gas with higher CO₂ gas downstream of CMS, to arrive at a 2% or less concentration at all delivery points. MGAT explains in its testimony that the amount of gas that requires supertreating is subject to constant tweaking, as the volumes and types of gas entering the AEP are continuously in flux, requiring complex and careful balancing to achieve the mandated 2% CO₂ at delivery.

Over the life of the contract, new receipt points have been added to the ASAT on a regular basis.⁸ In February of 2006 Quicksilver requested the addition of three new receipt points to its ASAT. Despite having added new receipt points previously, MGAT refused to add these three new receipt points unless Quicksilver agreed to treat the newly added gas to a 0.75% CO₂ content, rather than the 2% required under the existing ASAT. This change, which MGAT characterized as non-negotiable, would cause Quicksilver to incur additional costs. Alternatively, MGAT offered to enter into an ASATT with Quicksilver for the new receipt points, at no additional treatment cost. 2 Tr 41-42. In other words, Quicksilver was given the choice of either taking its treatment service from MGAT for the gas from the new receipt points, or entering into a new third party agreement with CMS for the gas from the new receipt points requiring CO₂ treatment to a more

⁷See, also, Exhibit QS-15, a letter agreement allowing MGAT to send additional “Residual Capacity” gas to CMS for treatment to “2% outlet CO₂ content” for a six-month period.

⁸ Thirty-five receipt points have been added to the AEP since its inception.

costly level that does not conform to the requirements of the ASAT or Amendment #3 to the Capacity Agreement.

All of MGAT's other ASATs and ASATTs contained the 2% CO₂ requirement.⁹ *See*, 2 Tr 25; PFD, p. 6. Quicksilver filed this complaint.

The Proposal for Decision

Quicksilver alleges that MGAT, in imposing a new CO₂ requirement, has violated MCL 483.110, 483.106, 483.104, and the 1995 order. Quicksilver alleges that MGAT may not unilaterally change the terms and conditions of transportation on the AEP, and may not discriminate against Quicksilver by imposing terms and conditions different from those offered to other shippers. Quicksilver also argues that MGAT should file a tariff setting out the terms and conditions applicable to all shippers on the AEP.

MCL 483.110 provides that a common carrier or common purchaser of natural gas must file with the Commission a schedule of its rates for receipt and delivery of gas, and a copy of each contract for purchasing, receiving, or supplying gas. The statute further provides that, thereafter, the common carrier "may alter or amend its price paid, rates, charges, and conditions of service by application to and approval by the commission." MCL 483.110. In the PFD, the ALJ found that, because the 0.75% CO₂ content requirement constituted a change to a condition of service, MGAT violated this statute. The ALJ found that MGAT should have applied to the Commission for authority to impose the new 0.75% CO₂ requirement on producers.

MCL 483.104 requires common purchasers, and MCL 483.106 requires common carriers, to purchase and carry the natural gas in their vicinity without discrimination between producers. The

⁹ The sole exception is the January 30, 2006 ASAT with Dominion, which is the subject of the order issued today in Case No. U-14754. That ASAT contains the 0.75% CO₂ content requirement (*see*, Exhibit QS-68), which precipitated the filing of Dominion's complaint.

1995 order also prohibits Mich Con from discriminating among producers. In the PFD, the ALJ found that MGAT violated these non-discrimination requirements by offering Quicksilver terms and conditions different from those offered to other producers. The ALJ noted that the 2% requirement has been in place for all shippers in excess of 10 years. The ALJ found that all producers in need of CO₂ treatment should be treated similarly, whether they are upstream or downstream of the CMS facility; that is, whether their gas is subject to treatment by CO₂ removal or treatment by blending. The ALJ found that similarly situated producers are being treated differently by MGAT, in that Quicksilver, who wishes to contract directly with CMS (as others have and as Quicksilver has in the past) is now being required to treat to a maximum CO₂ concentration of 0.75% at the CMS outlet, while those receiving treatment through an ASATT with MGAT, and those already under contract with CMS, are simply required to deliver gas at the delivery points with a maximum 2% CO₂ concentration.

The ALJ found that, while Act 9 does not require a pipeline operator to provide the same services or prices for transportation to all shippers, MGAT's actions in this instance constitute discrimination because there is no legitimate reason for granting an advantage to all other producers, whether they have ASATs or ASATTs. The ALJ found convincing the testimony of the Staff's witness Don Mazuchowski to the effect that the new CO₂ requirement would force this producer into extra expenditures to supertreat its gas, solely for the benefit of MGAT, so that the gas can be blended with higher CO₂ downstream gas and the downstream producer can be charged a treatment fee by MGAT. 2 Tr 133. The ALJ found the imposition of the new CO₂ requirement by MGAT to be discriminatory, in violation of MCL 483.106 (applicable to common carriers), and the 1995 order.

Turning to the tariff issue, the ALJ found that, historically, the Commission has not required the filing of tariffs for common carriers of gas. The Commission set the transportation rate and administrative fee in the 1995 order, and thereafter pipeline operators and shippers simply filed their contracts with the Commission. The transportation rate is reviewed by the Commission for reasonableness and conformity with the Commission's order. The ALJ noted, however, that in the February 14, 2007 order in Case No. U-14672 (Thunder Bay order), the Commission interpreted MCL 483.110 and R 460.875 to require Thunder Bay Gathering Company (TBGC) to file a tariff containing its transportation rates. On that basis, the ALJ found that MGAT should be required to "file a tariff including a complete rate schedule and all rules and regulations governing the services it provides on the AEP." PFD, p. 21.

Finally, the ALJ found MGAT to be a common carrier and not a common purchaser, and dismissed Quicksilver's discrimination claim brought pursuant to MCL 483.104.

Exceptions and Replies to Exceptions

MGAT argues that if Quicksilver is permitted to continue to deliver 2% CO₂ gas to the AEP at the CMS outlet, MGAT will not be able to deliver 2% CO₂ gas at the downstream delivery points.

In its first exception, MGAT argues that the change to the 0.75% standard does not require the Commission's approval because it is not a new requirement. MGAT points out that it has been having gas treated to that standard for many years under the Capacity Agreement. MGAT concedes that this "requirement, as applied to Quicksilver, may be new," but argues that the application of the new requirement to Quicksilver should be a matter for contract negotiation, and should not be viewed as a change in rates, charges, or conditions of service that would require Commission approval under Section 10 of Act 9, "taking into account the need for managerial flexibility on the AEP." MGAT's Exceptions, p. 7.

In its second exception, MGAT argues that the new CO₂ requirement is not discriminatory because MGAT intends to apply the new CO₂ standard to all transporters who have access to treating facilities and who choose to enter into third-party contracts for treatment services rather than buy treatment from MGAT. MGAT asserts that establishing a new requirement as part of a new contract, over time, is not discriminatory, and that MGAT intends to do just that as the existing ASATs and ASATTs expire. MGAT contends that any differences in shipping contracts “are justified by: (i) the differences in the generation of the contract, and (ii) differences specific to a shipper’s gas volumes and location.” MGAT’s Exceptions, p. 8. MGAT relies heavily on the argument that, because it is the owner and operator of the AEP, it is obligated to manage the gas flow such that downstream shippers can be accommodated, and gas can be delivered at the 2% standard. In order to do so, “MGAT must strike a delicate balance by monitoring all the production volumes,” and often “additional upstream treating is required to blend the production.” MGAT’s Exceptions, p. 9. MGAT repeatedly emphasizes the complexity and delicacy of its pipeline operations, and the rigor involved in maintaining the necessary balance of gases. MGAT argues that the Commission, in the 1995 order, authorized MGAT to lower the CO₂ content requirement below 2% by stating that gas must be delivered with a CO₂ content of “2% *or less.*” 1995 Order, p. 60 (emphasis added).

In its third exception, MGAT argues that it should not be required to file a tariff and rate schedule because the Thunder Bay order did not so require, but rather simply required TBGC to file a rate schedule reflecting the new rate approved by that order, and all transportation contracts and contract amendments. *See*, Thunder Bay order, p. 22. MGAT contends that this does not rise to the level of a tariff, and that gas transportation service provided under Act 9 is not, in any case, a tariffed service because it does not involve distribution of gas to the general public. MGAT

maintains that a “rate schedule” is unnecessary because there is only one type of service, and one Commission-approved rate. MGAT argues that in the 1995 order, and the August 8, 1994 order in Case No. U-10486, pp. 30-32, the Commission declined to review and approve or disapprove transportation agreements, other than reviewing the rate provisions for reasonableness. The Commission left the negotiation of the other terms and conditions to the parties.

In its exceptions, the Staff also points out that the Thunder Bay order did not require the filing of a tariff incorporating all of the rules and regulations governing the services provided by TBGC, and that the Commission has found several times that nothing in MCL 483.110 requires the filing of a tariff. The Staff argues that compliance with the Thunder Bay order would only require MGAT to file its transportation rate, if that is not already on file with the Commission. The Staff asserts that MGAT’s contracts are already on file with the Commission, and speak for themselves with regard to the rules and regulations governing MGAT’s services.

The Staff further argues that the ALJ erred in finding that MGAT is not a common purchaser. The Staff relies on *National Steel Corp v Public Service Comm’n*, 204 Mich App 630, 635; 516 NW2d 139 (1994), in which, the Staff claims, the Court of Appeals held that “the transportation of gas by a common carrier, under Act 9, Section 4, is the ‘functional equivalent of a purchase for resale.’”¹⁰ Staff’s exceptions, p. 2. The Staff contends that the intent of Act 9 is to treat a common carrier as a common purchaser, and that MGAT, therefore, is a common purchaser.

In its replies to exceptions, MGAT argues that it is unnecessary to make it file its transportation rate, and that the Staff is mistaken in its common purchaser argument. MGAT points out that the *National Steel* case dealt with a different issue, and made no finding on the distinction between a common carrier and a common purchaser.

¹⁰ Act 9, Section 4, refers to common purchasers.

The Staff filed a letter indicating that it would rely on the replies to exceptions filed in the Dominion case, Case No. U-14754, specifically Argument III of that brief. In that section the Staff argues, as in this case, that the imposition of the 0.75% CO₂ standard is discriminatory.

In its replies to exceptions, Quicksilver supports the findings in the PFD. Quicksilver points out that MGAT's two witnesses began to work for Mich Con/MGAT in 2005 and 2006 and had no first-hand knowledge of the issues in the proceeding. Quicksilver argues that by raising the CO₂ treatment requirement for transportation-only shippers (causing increased costs and reduced profit margins), MGAT is giving a competitive advantage to transportation-and-treatment shippers, who see no increased costs or stricter CO₂ treatment requirement. Quicksilver contends that since MGAT has chosen to use a blending method for treatment, the cost burden of supertreated gas should be on MGAT, not on the shippers who wish to enter into third party agreements with CMS. Quicksilver points out that MGAT provided no evidence to support its assertion that if the existing obligation to treat the gas to 2% CO₂ continued, then MGAT could no longer deliver 2% gas at the delivery points.

Quicksilver contends that if the 0.75% CO₂ requirement is supported by legitimate business reasons, then MGAT should apply and submit adequate proofs to the Commission to obtain approval of a change in the terms and conditions of service on the AEP. Quicksilver points out that the logical extension of MGAT's argument is that MGAT could unilaterally change the CO₂ requirement to 0% without approval from the Commission or negotiation with the shippers. Quicksilver points to the evidence showing that MGAT has directed gas to other pipelines in ways that have diminished the blending capacity on the AEP, and that such actions are taken at the sole direction of MGAT. 2 Tr 37-38; Exhibit QS-10.

Discussion

The Commission agrees with the ALJ that MGAT has discriminated against Quicksilver in violation of MCL 483.106 as a common carrier by giving preference to all other shippers with transportation-only contracts, and all shippers with transportation-and-treatment contracts.¹¹ All other shippers with transportation-only contracts are required to treat to the 2% CO₂ level, not the 0.75% level, and thus face no increased costs. All shippers who take treatment from MGAT also face no increased costs. The Commission further notes that the new non-negotiable condition placed upon transport of Quicksilver's gas fails to comport with the terms of the ASAT, which requires treatment to 2%, and with the terms of Amendment #3 to the Capacity Agreement, which requires treatment of all third party volumes to 2%. *See*, Exhibits QS-3, QS-5, MGAT-3. Those contracts are still in effect. Nothing in those contracts indicates, and no party argued, that gas from a new receipt point requires the formation of a new contract; and the evidence indicates that new receipt points are added to shippers' contracts on a regular basis, due to the ongoing discovery of new wells.

Other ASATs have recently been amended by MGAT to add new receipt points without changing the 2% CO₂ standard. 2 Tr 25, 29. The most recent request by Quicksilver to add new receipt points was used by MGAT as an excuse to attempt to place a significant new condition on the provision of transportation service. This new condition does not arise from the Commission's action in the 1995 order. The Commission placed the condition requiring delivery of no more than 2% CO₂ content gas on Mich Con's receipt of the certificate of public convenience and necessity. Mich Con chose to enter into a 16-year contract with CMS for supertreatment in order to allow Mich Con to blend high CO₂ downstream gas without routing that gas to a treatment plant. Those

¹¹With the exception of Dominion, who, the Commission finds in today's order in Case No. U-14754, was a victim of the same discrimination.

choices were dictated neither by the Commission nor by the shippers. The shippers are not parties to the Capacity Agreement.

The Commission is not persuaded that if Quicksilver is permitted to continue to deliver 2% gas at the CMS outlet, then MGAT will no longer be able to deliver 2% CO₂ gas at the downstream delivery points. All shippers, including Quicksilver, have been operating this way for the last 11 years. The CO₂ content of producers' gas may vary at the receipt points; however, all ASATs (up to the point of the two disputes with Quicksilver and Dominion) require proof of downstream CO₂ treatment contracts requiring a 2% content at the outlet of the CMS plant (which corresponds to the inlet of the AEP).

MGAT owns several of its own treatment plants that are located upstream of CMS. MGAT also controls the flow of lower CO₂ gas that completely bypasses the CMS plant, such as the gas on the Lovells Lateral. *See*, Exhibit QS-10. MGAT, as its testimony makes clear, exercises total control over the careful balancing of gases in the pipeline. MGAT could re-route gas to achieve the correct blend, or could purchase more capacity from CMS, albeit at a cost. When shippers choose to contract directly with CMS for treatment (as is their right) MGAT finds itself needing to either buy more treating capacity or force transportation-only shippers into doing its supertreatment for it. The Commission is persuaded that the latter tactic is a fundamental change in the conditions of service provided under the ASAT, and confers an advantage on all other transportation-only shippers and shippers with ASATTs, who are not required to supertreat. The Commission notes that the evidence indicates that the CO₂ concentration in Antrim gas is rising as the supply of the gas dwindles. If MGAT wishes to make this fundamental change to its conditions of service, it must apply to the Commission for approval. MCL 483.110.

The Commission makes no finding as to whether MGAT is a common purchaser subject to MCL 483.104. The *National Steel* case makes no finding on whether a common carrier is also a common purchaser; rather it examines whether a pipeline built for a single customer constitutes the functional equivalent of locally distributed gas that would be subject to the jurisdiction of the Commission. 204 Mich App at 630. The ALJ failed to provide any explanation for his finding that MGAT is not a common purchaser. No party presented evidence showing that MGAT purchases, or does not purchase, gas. However, it is not necessary to determine this issue in order to grant Quicksilver the relief requested. The Commission finds that the record is inadequate and declines to decide here whether MGAT is a common purchaser or not. The record is clear that MGAT is a common carrier.

With regard to the tariff-filing issue, in the August 8, 1994 order in Case No. U-10486, pp. 30-32, the Commission found that Act 9 does not impose specific standards on transportation contracts, but that the contracts must be reasonable and provide non-discriminatory transportation. The Staff reviews filed copies of contracts and contract amendments for reasonableness and compliance with the Commission's rate orders. The Commission agrees with the Staff's view of the Thunder Bay order. Since pipeline operators already file contract and contract amendments in order to comply with MCL 483.110, compliance with the Thunder Bay order only requires the additional step of filing a rate schedule that reflects the rate set by the Commission. The Commission finds that MGAT should make such a filing, and should ensure all other required filings of contracts and contract amendments are current.

The Commission FINDS that:

a. Jurisdiction is pursuant to 1929 PA 9, as amended, MCL 483.101 *et seq.*; 1919 PA 419, as amended, MCL 460.51 *et seq.*; 1939 PA 3, as amended, MCL 460.1 *et seq.*; 1969 PA 165, as

amended, MCL 483.151 *et seq.*; 1969 PA 306, as amended, MCL 24.201 *et seq.*; and the Commission's Rules of Practice and Procedure, as amended, 1999 AC, R 460.17101 *et seq.*

b. MGAT may not lower the 2% CO₂ content requirement contained in its transportation-only natural gas contracts for shippers on the AEP without prior approval of the Commission.

THEREFORE, IT IS ORDERED that Mich Con Gathering Company shall not lower the 2% carbon dioxide content requirement contained in its transportation-only natural gas contracts for shippers on the Antrim Expansion Pipeline without prior approval of the Commission.

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/ Monica Martinez

Commissioner

(S E A L)

/s/ Steven A. Transeth

Commissioner

By its action of August 7, 2007.

/s/ Mary Jo Kunkle

Its Executive Secretary

amended, MCL 483.151 *et seq.*; 1969 PA 306, as amended, MCL 24.201 *et seq.*; and the Commission's Rules of Practice and Procedure, as amended, 1999 AC, R 460.17101 *et seq.*

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MICHIGAN PUBLIC SERVICE COMMISSION

Commissioner

Commissioner

By its action of August 7, 2007.

Its Executive Secretary