

A CMS Energy Company

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Jackson, MI 49201

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## LEGAL DEPARTMENT

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And General Counsel

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Assistant General  
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P Leni Staley  
Charlotte A Walls  
Michael G Wilson  
Attorney

March 26, 2001

Ms. Dorothy Wideman  
Executive Secretary  
Michigan Public Service Commission  
6545 Mercantile Way  
P.O. Box 30221  
Lansing, MI 48909

**Re: MPSC Case No. U-12878; In the matter of the application of Consumers Energy Company for a Certificate of Public Convenience and Necessity to Serve a customer in the City of Zeeland, Ottawa County, Michigan**

Dear Ms. Wideman:

Please find enclosed for filing an original and four copies of "**Application**" of Consumers Energy Company. This filing is also being sent electronically. Thank you for your attention to this matter.

Very truly yours,



Raymond E. McQuillan

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

|                                        |   |                  |
|----------------------------------------|---|------------------|
| In the matter of the application of    | ) |                  |
| Consumers Energy Company for a         | ) |                  |
| Certificate of Public Convenience and  | ) | Case No. U-12878 |
| Necessity to Serve a customer in the , | ) |                  |
| City of Zeeland, Ottawa County,        | ) |                  |
| <u>Michigan</u>                        | ) |                  |

**APPLICATION**

NOW COMES Consumers Energy Company ("Applicant") and requests that the Michigan Public Service Commission ("the Commission") grant it a Certificate of Public Convenience and Necessity to Serve ("Certificate") pursuant to the requirements of 1929 PA 69, as amended; MCL 460.501 et seq. ("Act 69") and states:

1. Applicant is a Michigan corporation having its principal offices at 212 West Michigan Avenue, Jackson, Michigan. Applicant is a public utility subject to the jurisdiction of the Commission. Among other things, Applicant is engaged in the business of the retail distribution and sale of electricity to more than 1,500,000 customers in the lower peninsula of the State of Michigan.

2. Applicant desires an Act 69 Certificate of Public Convenience and Necessity to provide electric service to a customer (SEI Michigan, L.L.C.), or its successors and assigns, in the City of Zeeland, Ottawa County, Michigan.

3. Applicant has received authority from the City of Zeeland to provide electric service for this customer in the City of Zeeland, Ottawa County, Michigan, pursuant to Ordinance No. 744. A copy of the Ordinance is attached as Exhibit 1.

4. Applicant has electric facilities in Zeeland Township, adjacent to the City of Zeeland, Ottawa County, Michigan, including transmission lines, distribution lines, transformers and related equipment. Applicant will serve this customer as shown on the print attached to the Ordinance.

5. Applicant contends that granting a Certificate would serve the public interest because it would provide access to the electric grid that the City of Zeeland cannot provide for this customer and would not result in the multiplication of electric utilities or any significant duplication of facilities.

6. Pursuant to MCLA 460.504, Applicant will serve a copy of this petition on the City of Zeeland, and will send a copy to the Clerk for the County of Ottawa.

7. The Commission's jurisdiction to grant Certificates of Public Convenience and Necessity is pursuant to 1929 PA 69, being MCLA 460.501 et seq.

WHEREFORE, Applicant respectfully requests that the Commission grant the following relief:

1. Accept this Application for filing;
2. Promptly issue a Notice of Hearing pursuant to Act 69 and the Commission's requirements, scheduling an early hearing date for this Application;
3. Determine that the public convenience and necessity requires construction of electric service for this customer in the City of Zeeland, Ottawa County, Michigan.

5. Issue to Applicant an appropriate Act 69 Certificate of Public Convenience and Necessity; and

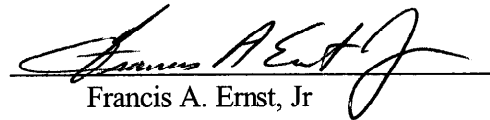
6. Grant Applicant such further relief as may be lawful and proper.

Respectfully submitted,

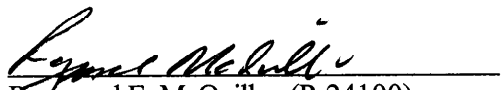
CONSUMERS ENERGY COMPANY

Dated: March 23, 2001.

By:

  
Francis A. Ernst, Jr  
Executive Director of Rates and  
ESBU Planning

By:

  
Raymond E. McQuillan (P-24100)  
Attorney for Consumers Energy Company  
Business Address:  
212 West Michigan Avenue  
Jackson, Michigan 49201  
(517) 788-0677

STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

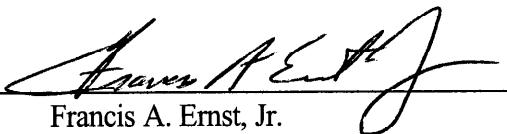
In the matter of the application of )  
Consumers Energy Company for a )  
Certificate of Public Convenience and )  
Necessity to Serve a customer in the , )  
City of Zeeland, Ottawa County, )  
Michigan )

Case No. U-12878

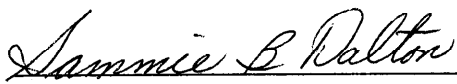
**VERIFICATION**

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF JACKSON )

Francis A. Ernst, Jr., being first duly sworn, deposes and says that he is Executive Director of Rates and ESBU Planning of Consumers Energy Company; that he has read the foregoing Application by him subscribed for and on behalf of said Applicant; that he knows the contents thereof to be true except to matters of information and belief which he believes to be true; and he is authorized to subscribe to said Application on behalf of Consumers Energy Company.

  
\_\_\_\_\_  
Francis A. Ernst, Jr.  
Executive Director of Rates  
and ESBU Planning

Subscribed and sworn to before me this 23<sup>rd</sup> day of March, 2001.

  
\_\_\_\_\_  
Notary Public, Jackson County, Michigan  
My Commission Expires: 01/04/04

CONSUMERS ENERGY COMPANY ELECTRIC FRANCHISE ORDINANCE

AN ORDINANCE, granting to CONSUMERS ENERGY COMPANY, its successors and assigns, the limited right, power and authority to construct, maintain and commercially use electric lines consisting of towers, masts, poles, crossarms, guys, braces, feeders, transmission and distribution wires, transformers and other electrical appliances on, under, along and across the highways, streets, alleys, bridges, waterways, and other public places, and to do a local electric business, as limited herein, in the CITY OF ZEELAND, OTTAWA COUNTY, MICHIGAN.

THE CITY OF ZEELAND ORDAINS:

SECTION 1. GRANT, TERM. The City of Zeeland, Ottawa County, Michigan, hereby grants the right, power and authority to the Consumers Energy Company, a Michigan corporation, its successors and assigns, hereinafter called the "Grantee," to construct, maintain and commercially use only such electric lines consisting of towers, masts, poles, crossarms, guys, braces, feeders, transmission and distribution wires, transformers and other electrical appliances as necessary for transmitting, transforming and distributing electricity on, under, along and across the highways, streets, alleys, bridges, waterways, and other public places in the City of Zeeland, Ottawa County, Michigan, for the purpose of providing electric auxiliary and stand-by power to SEI Michigan, L.L.C., its successors and assigns, located at 425 North Fairview, Zeeland, Michigan. Grantee shall be authorized only to provide electric auxiliary and stand-by power to SEI Michigan, L.L.C., its successors and assigns, located at 425 North Fairview, Zeeland, to provide the transmission of electric power to and from the Zeeland Board of Public Works, and not to conduct any other electric business within said city. A legal description of the sole site to be served is set forth in Exhibit 1 to this Franchise Ordinance. This Franchise Ordinance and the authority granted herein shall be revocable by the City upon 60 days written notice, and in no event shall extend beyond thirty years from the effective date of this Franchise Ordinance.

SECTION 2. CONSIDERATION. In consideration of the rights, power and authority hereby granted, said Grantee shall faithfully perform all things required by the terms hereof.

SECTION 3. CONDITIONS.

(a) The structures and equipment authorized by this Franchise Ordinance shall consist of two steel lattice towers and one steel pole, both as depicted on Exhibit 2 to this Franchise Ordinance, 345 kv electrical transmission lines having a minimum ground clearance of forty-five feet, and such other electrical appliances as may be necessary to provide electric auxiliary and standby power to SEI Michigan L.L.C. The location of grantee's structures and equipment shall be as set forth in Exhibit 3 to this Franchise Ordinance. Grantee shall not alter

the types of structures and equipment as depicted on Exhibit 2 or their location, as depicted on Exhibit 3, without the written consent of the City. If alterations are made to public highways, streets, alleys, bridges, waterways or other public places which necessitate the relocation of Grantee's structures and equipment located therein, then Grantee shall, at its own cost and expense, relocate such facilities, or parts thereof, provided that nothing herein shall be construed as a waiver by Grantee of any of its existing or future rights under state or federal law. Furthermore, nothing herein shall restrict or impair Grantee's rights under any statutes or laws regarding the vacation or relocation of public streets;

(b) No highway, street, alley, bridge, waterway or other public place used by said Grantee shall be obstructed longer than necessary during the work of construction or repair, and shall be restored to the same order and condition as when said work was commenced. except in the case of an emergency, the Grantee shall provide at least five days written notice to the Grantor prior to the commencement of any work that will obstruct any highway, street, alley, bridge, waterway or other public place. All of Grantee's structures and equipment shall be so placed on either side of the highways as not to unnecessarily interfere with the use thereof for highway purposes. All of Grantee's wires carrying electricity shall be securely fastened so as not to endanger or injure persons or property in said highways. The Grantee shall have the right to trim trees if necessary in the conducting of such business, subject, however, to the supervision of the highway authorities. Grantee shall maintain its structures and equipment in accordance with the National Electric Safety Code ("NESC"), as adopted by the Michigan Public Service Commission, and shall promptly effect any necessary repairs to keep such facilities in compliance with the NESC.

(c) Grantee shall assert no objection to the Zeeland Board of Public Works applying for and obtaining transmission service from grantee's electric transmission system as prescribed in Grantee's Federal Energy Regulatory Commission ("FERC") Open Access Transmission Tariff ("OATT") so long as such application conforms to the OATT and Federal Energy Regulatory Commission Order No. 888 and subsequent related interpretative orders, or to other federal regulations as may be applicable at the time that any application is filed by the Zeeland Board of Public Works. Further, Grantee will not deny an interconnection to the Zeeland Board of Public Works provided that such interconnection is consistent with good utility practice (as defined in the OATT or by other federal regulations) and provided that Zeeland enters into the required technical study agreements (the system impact study and the facilities study agreements), the interconnection and operating agreement and the service agreement as may be required by federal law. In addition, the Zeeland Board of Public Works shall not be charged any capital costs which have previously been paid for by SEI Michigan, L.L.C., its parent company or any affiliated company or subsidiary thereof, if Zeeland receives transmission service pursuant to the terms of this Section.

SECTION 4. HOLD HARMLESS. Said Grantee shall at all times keep and save the City free and harmless from all loss, costs and expense to which it may be subject by reason of the construction, maintenance, and operation of the structures and equipment hereby authorized. In case any action is commenced against the City on account of the permission herein given, said Grantee shall, upon notice, defend the City and save it free and harmless from all loss, cost and damage arising out of such construction, maintenance, and operations. Providing further, that this Hold Harmless Agreement shall not apply to any loss, cost, damage

or claims arising solely out of the negligence of the City, its employees or its contractors. Furthermore, in the event that any loss, cost, damage or claims arise out of the joint negligence of the City, its employees or its contractors, this Hold Harmless Agreement shall not apply to the proportional extent of the negligence of the City, its employees or its contractors. Grantee shall reimburse the City for the costs incurred by it for any emergency response involving the Grantee's transmission lines, poles, or other appurtenances thereto. Nothing in this Section shall authorize Grantor to make or attempt to make alterations in or repairs to Grantee's structures and equipment. Grantee recommends that its on-call emergency crews be requested and used in all such emergencies to handle its utility facilities.

**SECTION 5. ENVIRONMENTAL CONTAMINATION OR DAMAGE.**

Grantee shall be responsible for any environmental contamination or damage caused by the construction, installation, operation, or removal of its structures and equipment and, in the event of any such contamination or damage, grantee shall promptly restore the affected site to the extent required by law.

**SECTION 6. EXTENSIONS.** Said Grantee shall not extend its electric system within said City, and shall not furnish electric service of any kind to any applicants residing therein, NOW OR IN THE FUTURE, other than SEI Michigan, L.L.C., its successors and assigns at the site described in Exhibit 1 to this Franchise Ordinance.

**SECTION 7. FRANCHISE NOT EXCLUSIVE.** The rights, power and authority herein granted, are not exclusive.

**SECTION 8. RATES.** Said Grantee shall be entitled to charge SEI Michigan, L.L.C., its successors and assigns, for electric auxiliary and stand-by power furnished therein, at the rates and under the terms and conditions approved by the Michigan Public Service Commission, or its successors. Nothing in this Section shall affect the right of the City, SEI Michigan, L.L.C., or the Grantee to initiate or participate in any manner in proceedings before the Michigan Public Service Commission or its successors to establish or alter the rates or terms and conditions of service of the Grantee.

**SECTION 9. REMOVAL OF STRUCTURES AND EQUIPMENT.** Within five years after the termination or revocation or expiration of this Franchise Ordinance, Grantee shall, at its sole expense, remove the structures and equipment authorized by this Franchise Ordinance from the sites described in Exhibit 3.

**SECTION 10. CITY JURISDICTION.** Said Grantee shall be and remain subject to all ordinances, rules and regulations of the City now in effect, or which might subsequently be adopted; provided however, that nothing herein shall be construed as a waiver by Grantee of any of its existing or future rights under state or federal law; provided that such structures and equipment remain unused for five years.

**SECTION 11. MICHIGAN PUBLIC SERVICE COMMISSION, JURISDICTION.** Said Grantee shall, as to all other conditions and elements of service not herein fixed, be and remain subject to the rules and regulations of the Michigan Public Service Commission or its successors, applicable to electric service in said City; provided, however, that

nothing herein shall be construed as a waiver by Grantee of any of its existing or future rights under state or federal law.

SECTION 12. COSTS. Grantee shall pay all reasonable costs, including attorneys fees associated with the preparation, review, consideration, adoption, publication and implementation of this Franchise Ordinance.

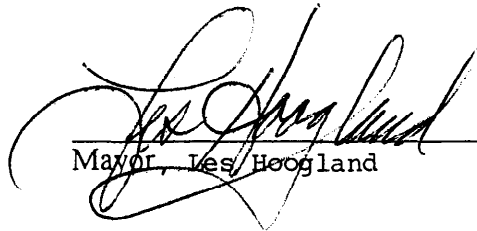
SECTION 13. ASSIGNMENT. Grantee shall not assign its rights and obligations under this Franchise Ordinance unless it has first provided the City with notice of its intention to do so at least 90 days prior to the effective date of the assignment.

SECTION 14. AUTOMATIC TERMINATION. This Franchise Ordinance and the authority granted herein shall terminate automatically 60 days after the site described in Exhibit 1 to this Franchise Ordinance, is first utilized for any purpose other than for the operation of a gas-fired electric generation plant.

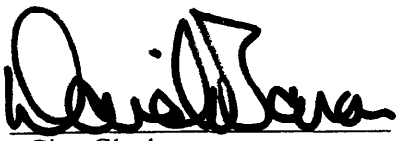
SECTION 15. ADDITIONAL RIGHTS. No additional rights or privileges are granted to the Grantee as the result of the approval of this Franchise Ordinance, except as are specifically provided for herein.

SECTION 16. EFFECTIVE DATE. This Franchise Ordinance shall take effect upon the day after the date of publication thereof provided, however, it shall cease and be of no effect after thirty days from its adoption unless within said period the Grantee shall accept the same in writing filed with the City Clerk. Upon acceptance and publication hereof, this Franchise Ordinance shall constitute a contract between said City and said Grantee.

We certify that the foregoing Franchise Ordinance was duly enacted by the City Council of the CITY OF ZEELAND, OTTAWA COUNTY, MICHIGAN, on the 8th day of January 2001.

  
\_\_\_\_\_  
Mayor, Les Hoogland

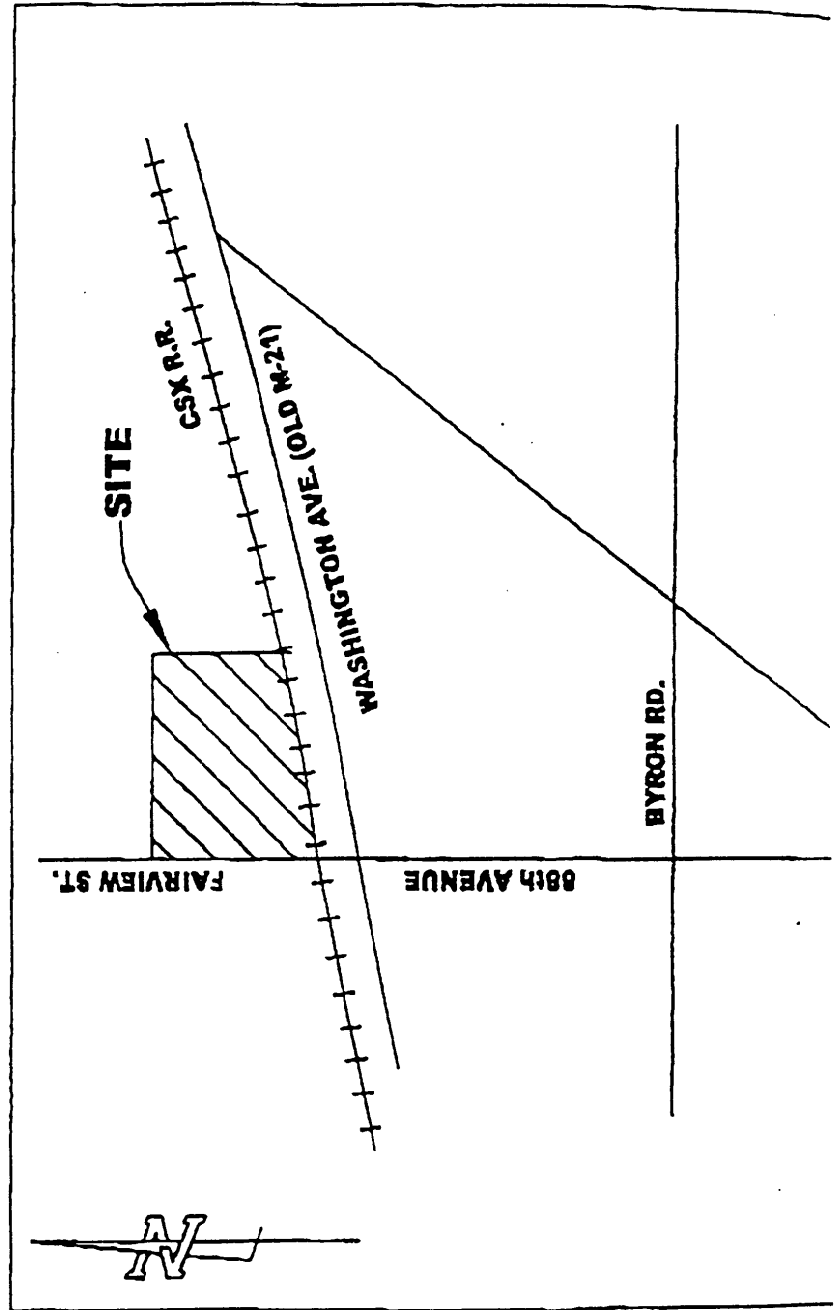
Attest:

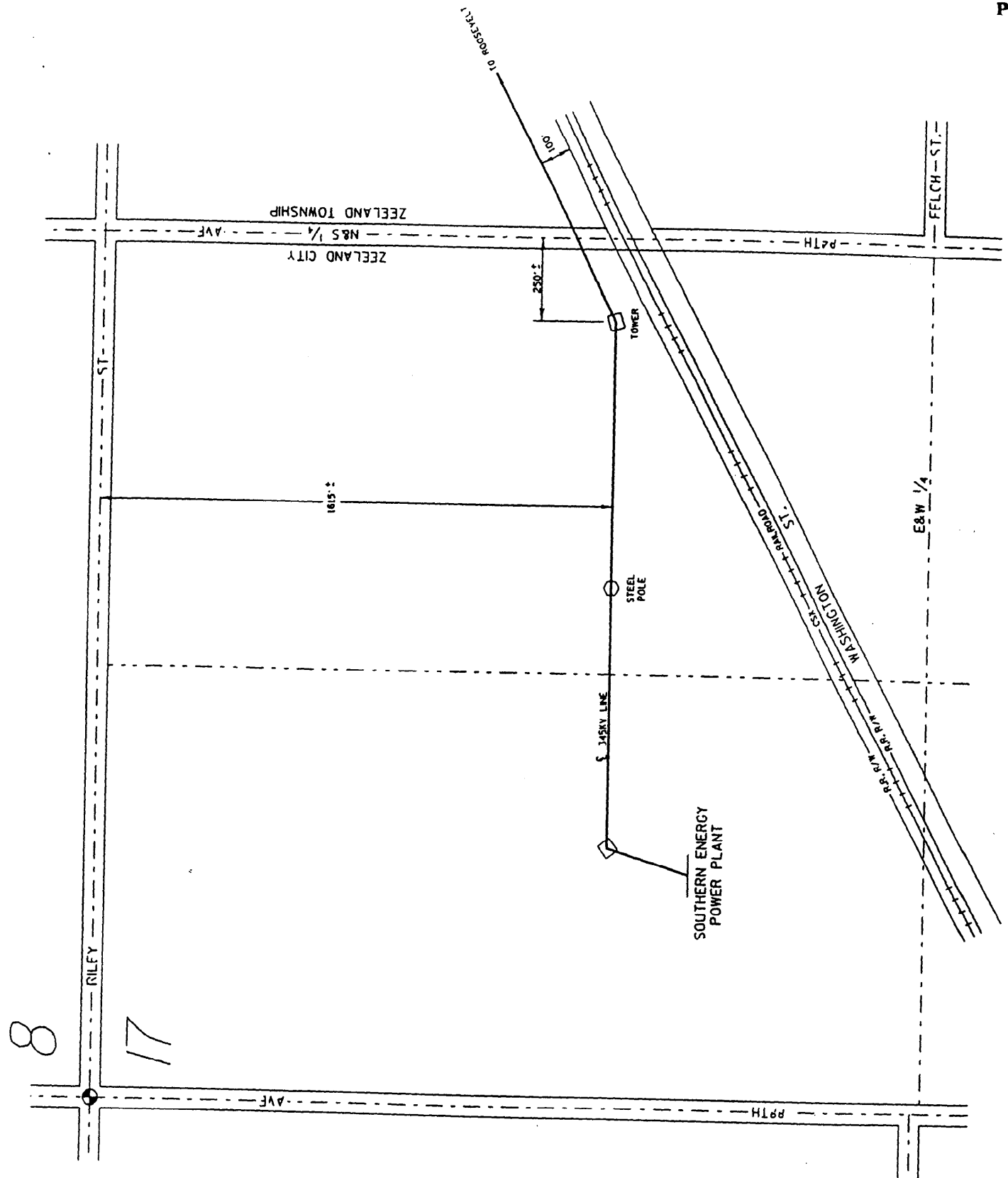
  
\_\_\_\_\_  
City Clerk, David V. Baron

## PROPERTY DESCRIPTION

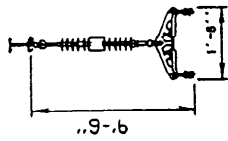
## Parcel A

Part of the Northwest 1/4 and the Southwest 1/4 of Section 17, Town 5 North, Range 14 W, City of Zeeland, Ottawa County, Michigan, being described as Commencing at the NW corner of said Section thence South 01 degrees 35 minutes 16 seconds West 1809.96 feet along the West line of said section to the Point of Beginning; thence South 88 degrees 19 minutes 10 seconds East 1330.42 feet along the South line of the North 11/16 of the West 1/2 of the NW 1/4 of said section; thence South 01 degrees 32 minutes 56 seconds West 567.44 feet along the East line of the West 1/2 of the NW 1/4 of said section; thence South 61 degrees 48 minutes 11 seconds West 1533.15 feet along the North line of the CSX Railroad right-of-way; thence North 01 degrees 34 minutes 00 seconds East 508.45 feet along the West line of said section to the West 1/4 post of said section; thence North 01 degrees 35 minutes 16 seconds East 822.72 feet along the West line of said section to the point of beginning. Containing 29.00 acres AND BEING SUBJECT TO any part taken used or deeded for road purposes, easements and conveyances of record.



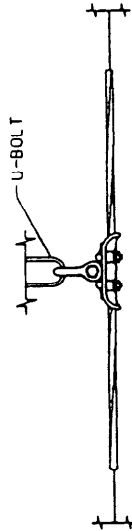


DETAIL "A"



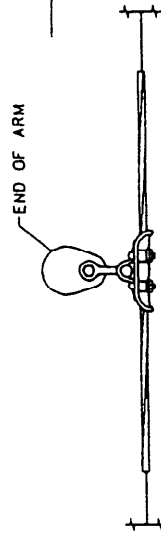
TWIN 1431 KCMIL 45/7 ACSR CONDUCTORS

DETAIL "B"

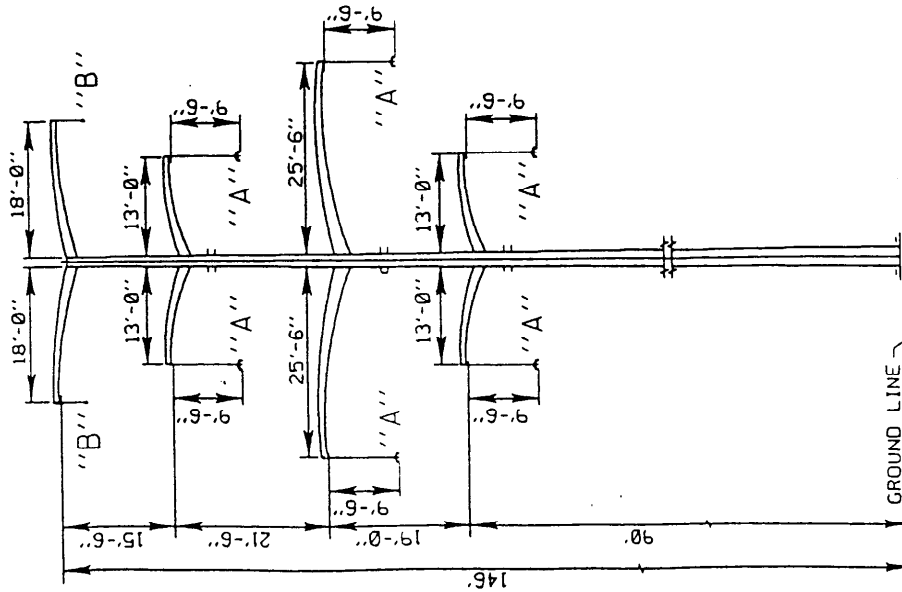


7/16" GALV STEEL GROUND WIRE

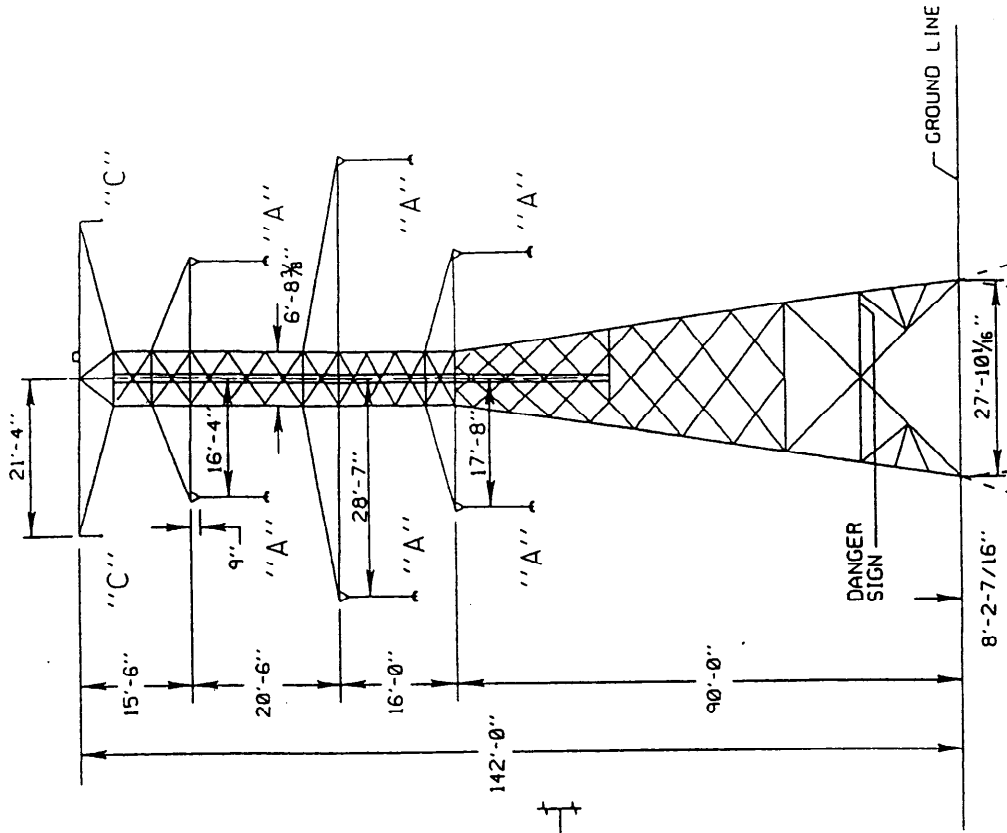
DETAIL "C"



7/16" GALV STEEL GROUND WIRE



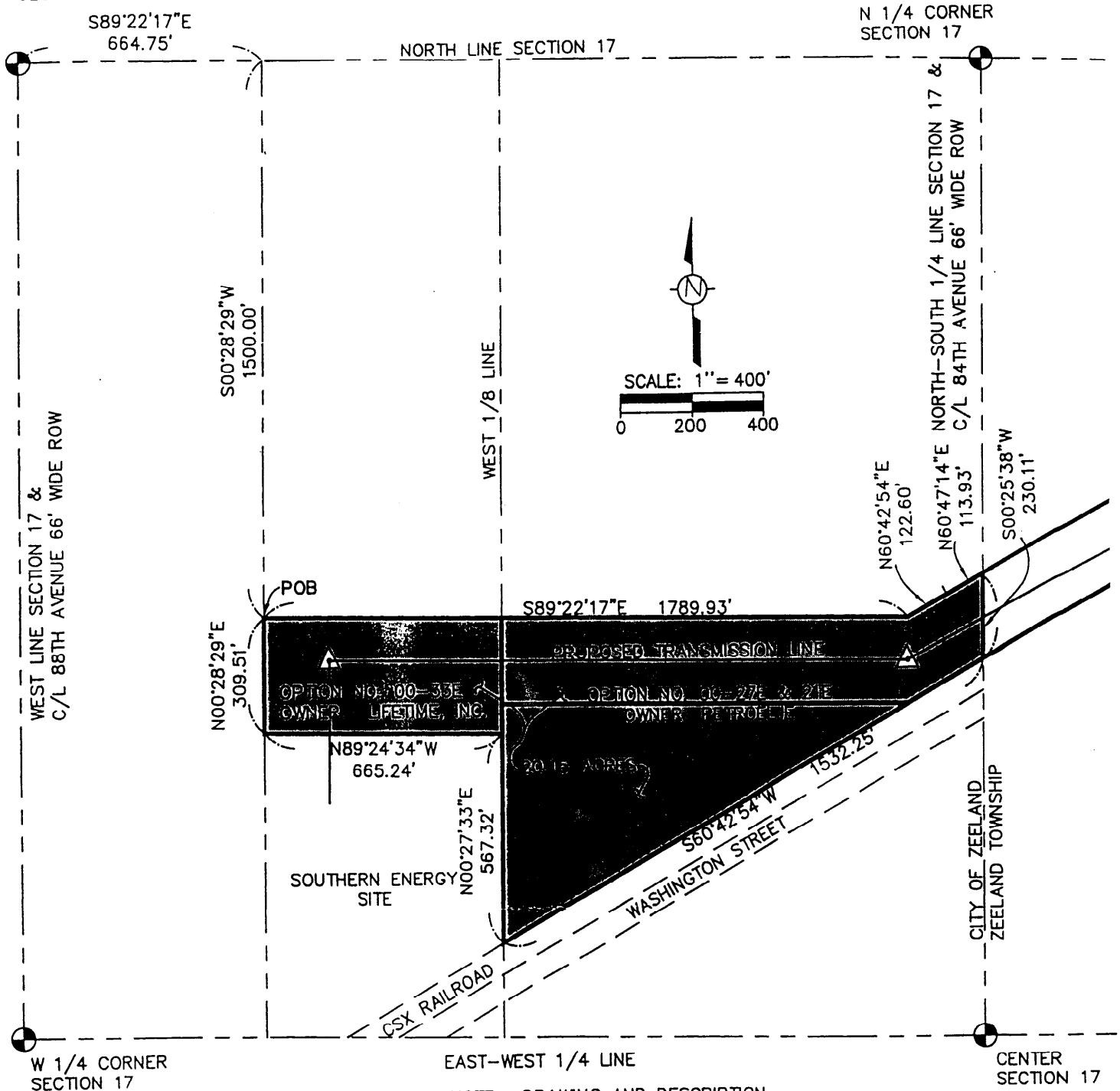
STEEL POLE



4 SERIES TOWER + 20' EXTENSION

NW CORNER  
SECTION 17

LEGAL DESCRIPTION: SEE SHEET 2.



NOTE: DRAWING AND DESCRIPTION  
SUBJECT TO FINAL SURVEY.

## Consumers Energy

1945 WEST PARNALL ROAD  
JACKSON, MICHIGAN 49201  
517-788-1526

NW 1/4 Section 17  
T5N, R14W, City of Zeeland  
Ottawa Co, Michigan

September 22, 2000      Sheet 1 of 2

**LEGAL DESCRIPTION: Optioned Property in the City of Zeeland**

A parcel of land in the Northwest 1/4 of Section 17, T5N, R14W, City of Zeeland, Ottawa County, Michigan; said parcel being described as commencing at the Northwest Corner of Section 17, T5N, R14W, Michigan Meridian; thence S 89°22'17" E, along the North line of said Section, 664.75 feet; thence S 00°28'29" W, along the West Line of the East 1/2 of the West 1/2 of the Northwest 1/4 of said Section, 1500.00 feet to the POINT OF BEGINNING; thence S 89°22'17" E, 1789.93 feet; thence N 60°42'54" E, 122.60 feet; thence N 60°47'14" E, 113.93 feet; thence S 00°25'38" W, along the North-South 1/4 line of said Section, 230.11 feet; thence S 60°42'54" W, along the North Right-of-Way line of the CSX Railroad, 1532.25 feet; thence N 00°27'33" E, along the West 1/8 line of said Section, 567.32 feet; thence N 89°24'34" W, along the South line of the East 1/2 of the North 11/16 of the West 1/2 of the Northwest 1/4 of said Section, 665.24 feet; thence N 00°28'29" E, along the West Line of the East 1/2 of the West 1/2 of the Northwest 1/4 of said Section, 309.51 feet to the point of beginning; said parcel contains 20.15 acres.

Note: Bearings are relative to a survey done by Wilcox and Associates, CE File No. 19106009.  
Drawing and description are subject to final survey.

ACCEPTANCE

TO THE CITY COUNCIL OF THE CITY OF ZEELAND, OTTAWA COUNTY, MICHIGAN:

The Consumers Energy Company, hereby accepts the franchise granted to it by your City Council,  
on the 8<sup>th</sup> day of JANUARY, 2001, which said franchise is entitled as follows:

AN ORDINANCE, granting to CONSUMERS ENERGY COMPANY, its successors and assigns, the limited right, power and authority to construct, maintain and commercially use electric lines consisting of towers, masts, poles, crossarms, guys, braces, feeders, transmission and distribution wires, transformers and other electrical appliances on, under, along and across the highways, streets, alleys, bridges, waterways, and other public places, and to do a local electric business, as limited herein, in the CITY OF ZEELAND, OTTAWA COUNTY, MICHIGAN.

CONSUMERS ENERGY COMPANY

By   
Carl L. English, President and CEO  
Natural Gas Strategic Business Unit

Dated: JANUARY 8, 2001.