

RIVENOAK LAW GROUP PC

Valerie J. M. Brader

Admitted in Michigan

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April 21, 2023

VIA ELECTRONIC CASE FILING

Ms. Lisa Felice
Executive Secretary
Michigan Public Service Commission
7109 W. Saginaw Highway
Lansing, MI 48917

Re: **MPSC Case No. U-21172**: In the matter, on the Commission's own motion regarding the regulatory reviews, revisions, determination and/or approvals necessary for DTE ELECTRIC COMPANY to comply with Section 61 of 2016 PA 342.

Dear Ms. Felice:

Please accept the enclosed ***Direct Testimony and Exhibit of Dr. Melissa Stults on Behalf of the City of Ann Arbor*** in the above referenced matter.

Sincerely,



Valerie Jackson

Counsel to the City of Ann Arbor

cc: w/enclosure: Parties of Record

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter, on the Commission's own motion regarding the regulatory reviews, revisions, determination and/or approvals necessary for **DTE ELECTRIC COMPANY** to comply with Section 61 of 2016 PA 342.

U-21172

ALJ Lesley C. Fairrow

DIRECT TESTIMONY OF DR. MELISSA STULTS

ON BEHALF OF

THE CITY OF ANN ARBOR

April 21, 2023

1 **I. INTRODUCTION AND QUALIFICATIONS**

2 **Q. Please state your name and business address.**

3 A. My name is Dr. Melissa Stults. I am the Sustainability and Innovations Director for the
4 City of Ann Arbor. My business address is 301 E. Huron Street, Ann Arbor, Michigan,
5 48104.

6 **Q. Please describe your educational background and professional experience.**

7 A. I hold a dual doctoral degree of urban resilience from the University of Michigan. This
8 degree is from Urban and Regional Planning and from the former School of Natural
9 Resources and the Environment, now known as the School for the Environment and
10 Sustainability (“SEAS”). I also hold a master’s degree in Climate and Society from
11 Columbia University and a bachelor’s degree in Marine Biology and Environmental
12 Sciences from the University of New England.

13 Professionally, I have spent the last 17 years working directly with local and regional
14 governments, as well as indigenous populations, to advance climate and sustainability
15 actions. This has included work in nonprofits, for profits, academic institutions,
16 philanthropic organizations, and local government. In this work, I have focused on
17 translating complex scientific information into useful, usable, and understandable pieces
18 of knowledge that can inform decision-making across scales (i.e., local, regional, state-
19 wide) and sectors (i.e., built, natural, social, cultural, economic). I have been the City of
20 Ann Arbor’s head of Sustainability and Innovations for just under five years but have
21 worked on sustainability and climate-related activities in Ann Arbor since moving to the
22 city in 2012.

1 **Q. On whose behalf are you submitting your testimony in this proceeding?**

2 A. My testimony is on behalf of the City of Ann Arbor, Michigan (“Ann Arbor” or “the
3 City”).

4 **Q. Have you previously testified before this Commission or as an expert in other**
5 **proceedings?**

6 A. Yes. I provided testimony in U-20471 and U-20836.

7 **Q. Have you reviewed DTE Electric Company’s (“DTE” or “the Company”)**
8 **application and testimony in case no. U-21172 regarding approval of its VGP**
9 **program?**

10 A. Yes.

11 **Q. What is the purpose of your testimony?**

12 A. The purpose of my testimony is to share the City of Ann Arbor’s concerns related to the
13 following four issues:

14 1) **Problematic default provisions for large customers.** Specifically, customers with
15 greater than 800,000 MWh annual enrollment who default or want to cancel their
16 subscription before the end of the contract term are required to pay 100% of
17 subscription charges for the remainder of the project while receiving none of the
18 credit for the energy sold as a result of the project, and must pay regardless of
19 whether other customers step into their shoes.

20 2) **Problematic termination and renewal provisions for mid-level customers.**
21 Specifically, customers with greater than 2,500 MWh but less than 800,000 MWH
22 annual enrollment who want to cancel their subscription before the end of the

1 contract term are subject to an early termination fee that is equal to up to one year
2 of subscription even if there is a waiting list of other customers that immediately
3 substitute in for the terminating customer, and thus no loss of revenue to DTE.
4 Similarly, a decision to renew a contract must be made a year in advance, which is
5 unrealistic for many organizations and may discourage participation.

6 3) **The effective phasing out of the Fixed-Price Option.** By only offering the Fixed-
7 Price Option during times of a positive net premium large enough to support at least
8 a \$1 monthly enrollment, DTE is effectively phasing out this option for customers.

9 4) **Too low a cap for sponsored pilot.** The proposal to cap the number of employees
10 for which an employer can sponsor a MIGreenPower subscription under the
11 proposed pilot at 500 would prevent it from being used by larger employers like
12 Ann Arbor.

13 **Q. Are you sponsoring any exhibits?**

14 A. Yes. I am sponsoring the following exhibit:

15 Exhibit AA-1 Dr. Melissa Stults CV

16 **II. PROBLEMATIC DEFAULT PROVISIONS FOR LARGE CUSTOMERS**

17
18 **Q. To which customers does this section of your testimony apply?**

19 A. This section of my testimony applies to customers with greater than 800,000 MWh
20 annual enrollments, which I will refer to as “large customers.”

21 **Q. Why do you believe the Commission should require DTE to alter the proposed**
22 **termination provision?**

23 A. I believe the termination provisions as drafted will discourage subscribers by creating

1 unnecessarily large liabilities on the books for companies that subscribe. The termination
2 provisions should be designed to protect other ratepayers and the Company, but should
3 not make the utility significantly better off than it would have been if the contract had
4 continued.

5 **Q. Based on your understanding of Rider 17, what happens if a large customer**
6 **defaults under a MIGreenPower agreement?**

7 A. If a large customer defaults, DTE will provide written notice of the default, and the large
8 customer will then have 90 days to cure the default. If the default is not cured, the large
9 customer is liable to DTE for the remaining balance of the costs associated with the
10 project, without any offset of revenue, and DTE retains all rights and interest in the
11 underlying project.

12 **Q. What would it mean for DTE to retain all rights and interest in the underlying**
13 **project?**

14 A. That means the large customer will receive none of the credits for energy sold as a result
15 of the project. Instead, DTE will receive all of the revenue from the project. Effectively,
16 DTE will receive one payment that reimburses all the costs of the project, and also
17 receive all of the energy sales from the project. Had the contract remained in place, the
18 customer would only have owed the net costs after revenues. The default would leave
19 DTE in a significantly better financial position than if the customer did not default.
20 Moreover, since the costs for the project would have been paid many years earlier than
21 the financial model that created the levelized costs, DTE would also be able to avoid
22 financing costs with that revenue.

1 **Q. What if another customer subscribes?**

2 A. The original large customer is still liable for the balance of the contract and still receives
3 none of the credits. In such a case, DTE would have the cost of the project covered by the
4 original large customer and then be able to charge the new customer for all costs minus
5 any credits for energy and capacity sales. This would leave DTE with essentially double
6 payment of the costs of the project (one from the defaulted customer, and one from the
7 new customer that subscribes to the same project), or alternatively building a second
8 project rather than giving the new customer the benefit of the paid-for project.

9 **Q. Why are these default provisions concerning to the City of Ann Arbor?**

10 A. The City of Ann Arbor believes these provisions unnecessarily discourage participation
11 in the VGP program, and itself finds these provisions to be a deterrent to utilizing the
12 program, even though it is unlikely it would seek termination of any such contract. The
13 default provisions are concerning because they are unfair to large customers and
14 disproportionate to the risks of default to ratepayers. Under Rider 17, DTE stands to gain
15 a financial windfall if a large customer defaults because DTE would then (1) be due the
16 remaining balance of the associated costs of the project from the large customer in the
17 year of default, (2) pocket the monies from the energy and capacity sold as a result of the
18 underlying project, and (3) be able to turn around and resell the project to a new
19 customer, resulting in having the cost of the project covered twice and the cost of
20 financing reduced simultaneously. These default provisions are so generous that DTE
21 would be hugely advantaged if large customers defaulted instead of fulfilling their
22 obligations.

1 **III. PROBLEMATIC TERMINATION AND RENEWAL PROVISIONS FOR**
2 **MID-LEVEL CUSTOMERS**
3

4 **Q. To which customers does this section of your testimony apply?**

5 A. This section of my testimony applies to customers with greater than 2,500 MWh but less
6 than 800,000 MWh annual enrollments, which I will refer to as “mid-level customers.”

7 The City has an interest in ensuring these mid-level customers are treated fairly, and that
8 the terms of participation in the VGP programs do not discourage participation.

9 **Q. Based on your understanding of Rider 17, what happens if a mid-level customer**
10 **cancels its subscription before the end of the contract term?**

11 A. If a mid-level customer cancels its subscription before the end of the contract term, it is
12 subject to an early termination fee equal to up to one year of subscription fees. As I read
13 the tariff, the early termination fee would never be less than one year of subscription fees,
14 so I assume the full one-year subscription fee would apply in all cases in which the
15 customer did not identify a replacement customer before cancellation.

16 **Q. Is there a notice requirement for mid-level customers who want to cancel their**
17 **subscription?**

18 A. Yes. Mid-level customers must give DTE 120 days written notice.

19 **Q. Is there any way for a mid-level customer to terminate its contract and avoid the**
20 **early termination fee?**

21 A. Yes. If, within the 120-day notice period, a mid-level customer is able to transfer its level
22 of subscription to another customer, the cancelling mid-level customer can avoid the
23 early termination fee.

24 **Q. If the utility has a waiting list for the MI Green Power program, would a mid-level**

1 **customer avoid the early termination fee?**

2 A. The proposed provisions do not provide any way to avoid the early termination fee other
3 than the customer identifying a successor before the cancellation takes effect. A
4 replacement customer that comes to the program by other means would not appear to
5 benefit the departing customer.

6 **Q. If the utility gets a new mid-level customer six months after a cancellation, would a**
7 **mid-level customer get a refund of half the early termination fee?**

8 A. No, not under the provision as currently drafted. If a new customer subscribes at the
9 same level as the terminating mid-level customer after the 120-day window, it has no
10 effect on the early termination fee and no refund is proposed to the original customer,
11 even though this will result in two customers both paying 100% of the costs.

12 In such a scenario, DTE would keep the full early termination fee paid by the departing
13 customer. Additionally, it would retain the energy and capacity sale amounts for the time
14 in which it had no customer. The new customer who enters the program six months after
15 the notice of termination would immediately begin paying the subscription fee, less the
16 energy and capacity sales. In other words, in that scenario, in the year following notice
17 of termination, DTE would receive:

- 18 • one year of subscription costs from the original customer;
- 19 • six months of the subscription costs from the new customer; and
- 20 • all energy and capacity sale revenues for the time in which there was no active
21 customer.

22 If the original customer had not terminated, DTE would only have received one year of

1 subscription costs less any amounts received from energy and capacity sales.

2 **Q. Is this termination provision even more unreasonable in situations in which the**
3 **credits for energy and capacity sales exceed the subscription fee?**

4 A. Yes. Let's imagine a business gives notice to terminate the contract because it is ceasing
5 operations, and will no longer be a DTE customer, so it will not be eligible to participate
6 in the Company's VGP program. In such a situation, the termination itself would be a
7 benefit to the Company and impose no burdens on others, since the underlying project is
8 a money-making concern and the revenues can be retained instead of being paid as a
9 credit to the customer. In such a situation, the customer would instead be hit with a very
10 large termination fee to exit a money-making venture, and DTE would retain the
11 revenues from energy and capacity sales in addition to the large payment.

12 **Q. In the scenario you describe in which the project is a money-maker, why should the**
13 **provision be revised, when it should be easy to find a replacement customer?**

14 A. There are two reasons it should be adjusted even in such a scenario. First, a very large
15 termination penalty that does not reflect the underlying economics can discourage
16 customer sign-ups because of the balance-sheet implications for entering into the
17 contract. Second, customers are rarely in as advantageous a position as the utility is
18 regarding other customers that might wish to expand their participation in a VGP
19 program.

20 **Q. How could the termination provisions be improved to be both fair to customers and**
21 **the Company?**

22 A. There are several improvements that should be made:

- 1 • Termination payments should be based on either the total amount collected in the
2 prior year (costs net credits for sales) or a projection of the costs – sales expected
3 the coming year, to better reflect the true economics.
- 4 • Refunds of early termination fees should be provided to customers when new
5 subscribers join. There is no incentive given for identifying a successor for the
6 remaining subscription after 120 days, even though doing so would greatly offset
7 any negative impact of the cancellation. Specifically, a terminating mid-level
8 customer should be refunded the portion of any subscription fees paid as a
9 cancellation penalty if either (a) a customer comes off the wait list to assume
10 some or all of that obligation; or (b) a new customer subscribes at the same level
11 at any point during the year following termination. This would ensure that DTE
12 and its ratepayers are protected against early termination, while also preventing
13 DTE from collecting twice from customers for the same costs.

14 **Q. What changes were made to Rider 17 regarding renewal provisions for mid-level**
15 **customers?**

16 A. Under the previous version of Rider 17, a mid-level customer was required to provide 60-
17 days written notice to the Company of its intent to renew its subscription contract. Under
18 the updated version of Rider 17, this requirement has been extended to one year.

19 **Q. What happens to an existing mid-level customer who does not provide notice of**
20 **renewal prior to the one-year notice period?**

21 A. If an existing mid-level customer fails to provide written notice of its intent to renew its
22 subscription contract prior to the one-year notice period, the contract will expire at the

1 end of the term.

2 **Q. What if the mid-level customer wishes to continue its MIGreenPower subscription**
3 **at that point?**

4 A. It is my understanding that the customer would have to re-enroll in Rider 17 after its
5 contract expires, and would be subject to the renewable resources and subscription rate
6 available at that time.

7 **Q. In your opinion, is the change from a 60-day notice period to a one-year notice**
8 **period reasonable?**

9 A. No. Requiring customers to give at least a year's notice of their intent to renew their
10 subscription contracts is unreasonable. A full year is simply too far in advance for
11 customers to be able to adequately predict their needs and confidently commit to another
12 contract term. As a municipal government, the one year of advance notice does not
13 comfortably align with the City's budgetary processes, and the same will be true for
14 many customers. If DTE believes it needs more notice for contract renewals, it could
15 extend the requirement to a 90-day notice period, but anything beyond that puts an
16 unreasonable burden on customers.

17 **IV. EFFECTIVE PHASING OUT OF THE FIXED-PRICE OPTION**
18

19 **Q. What is your understanding of the Fixed-Price Option?**

20 A. The Fixed-Price Option allows customers to attribute a set dollar amount to renewable
21 energy each month, rather than attributing a percentage of their electric usage to
22 renewable energy.

23 **Q. Based on DTE's application, testimony, and exhibits, what is your understanding of**

1 **the status of the Fixed-Price Option?**

2 A. My understanding is that DTE is effectively phasing out the Fixed-Price Option by
3 refusing to offer this option to newly enrolling customers because it will only offer the
4 program during times of a positive net premium large enough to support a \$1 monthly
5 enrollment.

6 **Q. Why is the availability of the Fixed-Price Option important to the City?**

7 A. The Fixed-Price Option is important to the City's constituents because it provides the
8 opportunity for interested households to participate in the MIGreenPower program with a
9 level of consistency that allows them to budget with certainty.

10 **Q. What is your recommendation regarding the Fixed-Price Option?**

11 A. DTE should continue to offer the Fixed-Price Option to newly enrolling customers, so
12 that customers who need the stability of a consistent monthly price can participate in the
13 program. If the Company's net premium won't support a \$1 monthly enrollment, it could
14 offer a lower monthly enrollment, such as \$0.25. Access to this option is important, and it
15 should not be taken away.

16 **V. UNREASONABLY LOW CAP ON SPONSORED MIGREENPOWER**
17 **ENROLLMENT PILOT**
18

19 **Q. What is your understanding of the Sponsored MIGreenPower Enrollment Pilot?**

20 A. The Sponsored MIGreenPower Enrollment Pilot allows large MIGreenPower customers
21 to cover the subscription fees of designated DTE residential customers. It is my
22 understanding that this program is intended for large customers to be able to offer to
23 cover the cost of MIGreenPower subscriptions as a benefit to their employees.

24 **Q. Is there a limit to the number of customers that can be sponsored by one large**

1 **customer under this program?**

2 A. Yes, per Rider 17, a large customer may only sponsor up to 500 customers.

3 **Q. Is capping each sponsor at 500 customers reasonable?**

4 A. No. Large DTE customers with stated sustainability plans in Michigan tend to be larger
5 entities with employee counts that exceed 500. Such large customers would not be able to
6 participate in this program. For example, the City of Ann Arbor would not be able to
7 offer the same benefit to all of its employees if it wished to use this program because it
8 has over 700 full-time employees, the vast majority – if not all – of which are DTE
9 customers.

10 **Q. How could this pilot program be improved?**

11 A. This pilot program would be improved by increasing the sponsorship cap to 1,000
12 employees or removing the cap all together. This would allow interested large customers
13 with high employee counts to participate while still keeping to the spirit of a pilot
14 program.

15 **Q. Does this conclude your direct testimony?**

16 A. Yes.

17 **Q. Do you swear under penalty of perjury that the statements above are true to the best**
18 **of your knowledge, information, and belief?**

19 A. Yes.



21
22 Dr. Melissa Stults

23 Date: April 21, 2023
24

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U-21172

ALJ Lesley C. Fairrow

EXHIBIT OF DR. MELISSA STULTS

ON BEHALF OF

THE CITY OF ANN ARBOR



MISSY STULTS, PHD

I am an urban sustainability and climate change practitioner with over 15 years experience helping make local communities more resilient and livable.

URBAN CLIMATE CHANGE EXPERT

Contact Information

734-794-6430



301 E. Huron Street
Ann Arbor, MI 48104



mstults@a2gov.or



LinkedIn: <https://www.linkedin.com/in/melissa-stults-959a348/>

RECENT PROFESSIONAL HISTORY

SUSTAINABILITY AND INNOVATIONS DIRECTOR

CITY OF ANN ARBOR, MI | JUL 2018 - PRESENT

- Design, manage, and implement the community's transition to carbon neutrality in a just and equitable manner by the year 2030.
- Manage 11 full time staff, multiple interns, and temporary employees
- Build and foster a coalition of community stakeholders to support the City's carbon neutrality and resilience work.
- Develop policies, programs, and initiatives to achieve goal.

NETWORK FOUNDER AND MANAGER

SCIENCE TO ACTION NETWORK | JAN 2017 - JUL 2018

- Founder and manager of a network of networks, composed of over 80 nonprofits, academic institutions, professional societies, for-profits, and former federal employees, focused on saving and advancing evidence-based decision-making as it pertains to climate action, environmental protection, and the production and use of science.
- Responsible for network fundraising, coordination, training, and recruitment.

PROGRAM OFFICER

THE CLIMATE RESILIENCE FUND | FEB 2016 - JUL 2018

- One of two staff working to launch a new philanthropy to invest in climate resilience initiatives in the United States. Includes actively seeking investments from existing foundations and venture capitalists, organizing a philanthropic working group on climate change adaptation, and building strategic partnerships with foundations, federal agencies, nonprofits, and for profit.

CLIMATE AND SUSTAINABILITY CONSULTANT

STULTS CONSULTING | FEB 2013 - JUL 2018

- Assisted The Kresge Foundation with designing and implementing evaluations of select grantees.
- Led development of a climate curriculum for The Kresge Foundation's partners, grantees, staff, and the public.
- Conducted evaluation for how professional societies integrate climate change into member engagement.

CLIMATE AND SUSTAINABILITY CONSULTANT (CONT)

STULTS CONSULTING | FEB 2013 - JUL 2018

Professional Service

- Board Member, American Society of Adaptation Professionals
- Board Member, Southern Climate Impacts and Planning Program
- Member, Sierra Club Adaptation Strategy Development Working Group
- Advisory Board Member, Notre Dame Global Adaptation Index
- Advisory Board Member, Resilient Communities for America
- Advisory Board Member, Adaptation International
- Member, National Disaster Resilience Competition Advisory Committee
- Co-Editor in Chief, Michigan Journal of Sustainability
- Member, Advisory Panel for the United Nations Strategy for Disaster Reduction

Public Service

- Board Member, Ann Arbor YMCA
- Member, Washtenaw County Environmental Commission
- Committee Member, Michigan Environmental Rules Review Committee
- Member, City of Ann Arbor Climate Action Partnership Committee
- Commissioner, City of Ann Arbor Transportation Commission
- Commissioner, City of Ann Arbor Parks Advisory Commission
- Commissioner, City of Ann Arbor Environmental Commission
- Co-Chair, Ann Arbor Dog Park Sub-Committee
- Alumni Council Member, University of New England

- Led development of a climate and socio-economic vulnerability assessment tool for Great Lakes and Mid-Atlantic communities.
- Assisted the City of Aspen, CO, Upper Snake River Tribe Foundation, Miami, OK, 1854 Ceded Territory, Jamestown S'Klallam Tribe, and North Olympic Peninsula Resource Conservation and Development District in the creation of a climate adaptation strategy.
- Co-developed a planning process that led to community-wide sustainability plan for the City of San Antonio.
- Co-developer of research protocol to assess the state of community-based adaptation activities in the United States in partnership with Abt Associates.
- Co-creator of the adaptation certification criteria for the New York State Climate Smart Communities program.
- Co-developed and delivered workshops in the San Francisco Bay area and New Orleans for communities recognized in the Rockefeller Foundation 100 Resilient™ Cities program.
- Co-developed agendas and support material and co-led a series of Climate Leadership Academies focused on climate adaptation activities for U.S. local government stakeholders.
- Organized and facilitated workshop to help Schneider Electric develop a new suite of climate and sustainability services for local government clients.

EDUCATIONAL BACKGROUND

DOCTORATE, URBAN RESILIENCE

UNIVERSITY OF MICHIGAN | OCT 2016

MASTERS, CLIMATE AND SOCIETY

COLUMBIA UNIVERSITY | AUG 2005

BACHELORS, MARINE BIOLOGY & ENV. SCIENCES

UNIVERSITY OF NEW ENGLAND | MAY 2004

SAMPLE PUBLICATIONS

- Stults, M. 2017. Integrating climate change into hazard mitigation planning: Opportunities and examples in practice. Climate Risk.
- Stults, M. & Woodruff, S.C. 2016. Looking under the hood of local adaptation plans: shedding light on the actions prioritized to build local resilience to climate change. Mitigation and Adaptation Strategies for Global Change.
- Woodruff, S.C. & Stults, M. 2016. Planning to be Prepared: Assessing the Content and Quality of U.S. Local Climate Adaptation Plans. Nature Climate Change. 1-13.
- Meerow, S., Newell, J., & Stults, M. 2016. Defining Urban Resilience: A Review. Landscape and Urban Planning. 147: 38-49.
- Meerow, S. & Stults, M. 2016. Comparing conceptualizations of urban climate resilience in theory and practice. Sustainability. 8(7): 701.

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U-21172

ALJ Lesley C. Fairrow

PROOF OF SERVICE

On the date below, an electronic copy of the **Direct Testimony and Exhibit of Dr. Melissa Stults on Behalf of the City of Ann Arbor** was served on the following:

Name/Party	E-mail Address
Michigan Office of Administrative Hearings and Rules Lesley Fairrow, ALJ	fairrowl1@michigan.gov
DTE Electric Company Paula Johnson-Bacon	mpscfilings@dteenergy.com paula.bacon@dteenergy.com
MPSC Staff Amit T. Singh	singha9@michigan.gov
Michigan Energy Innovation Business Council, the Institute for Energy Innovation, and Advanced Energy Economy Laura A. Chappelle Justin K. Ooms Timothy J. Lundgren	lchappelle@potomaclaw.com jooms@potomaclaw.com tlundgren@potomaclaw.com
City of Ann Arbor Valerie J.M. Brader Valerie Jackson	valerie@rivenoaklaw.com valeriejackson@rivenoaklaw.com
Vote Solar and The Ecology Center Nicholas J. Schroeck	schroenj@udmercy.edu
Great Lakes Renewable Energy Association Inc. Don L. Keskey Brian W. Coyer	donkeskey@publiclawresourcecenter.com bwcoyer@publiclawresourcecenter.com
Environmental Law & Policy Center Daniel H.B. Abrams	dabrams@elpc.org

The statements above are true to the best of my knowledge, information and belief.

Dated: April 21, 2023

RIVENOAK LAW GROUP P.C.

A handwritten signature in black ink that reads "Valerie Jackson". The signature is written in a cursive, flowing style.

By: _____

Valerie Jackson

Attorney for the City of Ann Arbor

3331 W. Big Beaver Rd.

Suite 109

Troy, MI 48084

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ecf@rivenoaklaw.com