

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

\* \* \* \* \*

In the matter, on the Commission’s own motion,	)	
regarding the regulatory reviews, revisions,	)	
determinations, and/or approvals necessary for	)	Case No. U-21172
<b>DTE ELECTRIC COMPANY</b> to comply with	)	
Section 61 of 2016 PA 342.	)	
_____	)	

At the April 25, 2024 meeting of the Michigan Public Service Commission in Lansing, Michigan.

PRESENT: Hon. Daniel C. Scripps, Chair  
Hon. Katherine L. Peretick, Commissioner  
Hon. Alessandra R. Carreon, Commissioner

**ORDER**

Background

On December 21, 2016, Public Act 342 of 2016 (Act 342) was signed into law, which became effective on April 20, 2017. Among other things, Act 342 amended Public Act 295 of 2008, MCL 460.1001 *et seq.* (Act 295), by adding Section 61, MCL 460.1061, which requires electric providers to offer voluntary green pricing (VGP) programs to their customers. Section 61 states:

An electric provider shall offer to its customers the opportunity to participate in a voluntary green pricing program under which the customer may specify, from the options made available by the electric provider, the amount of electricity attributable to the customer that will be renewable energy. If the electric provider’s rates are regulated by the commission, the program, including the rates paid for renewable energy, must be approved by the commission. The customer is responsible for any additional costs incurred and shall accrue any additional savings realized by the electric provider as a result of the customer’s participation in the program. If an electric provider has not yet fully recovered the incremental costs of

compliance, both of the following apply:

(a) A customer that receives at least 50% of the customer's average monthly electricity consumption through the program is exempt from paying surcharges for incremental costs of compliance.

(b) Before entering into an agreement to participate in a commission-approved voluntary green pricing program with a customer that will not receive at least 50% of the customer's average monthly electricity consumption through the program, the electric provider shall notify the customer that the customer will be responsible for the full applicable charges for the incremental costs of compliance and for participation in the voluntary renewable energy program as provided under this section.

On March 28, 2017, the Commission issued an order in Case Nos. U-18349 *et al.* directing electric providers and other interested persons to provide input on what the VGP tariffs should contain, how they should be developed, requirements for the programs, and other related components. DTE Electric, other utilities, and several interested persons filed comments.

The Commission issued an order in Case Nos. U-18349 *et al.* on July 12, 2017 (July 12 order), providing guidance to the utilities as to what to include in their Section 61 proposals and the criteria by which the Commission would evaluate the merits of the proposed programs. In the order, the Commission emphasized that: (1) the programs should be cost-of-service based to avoid subsidization by non-participants; (2) the program terms, renewable energy technologies utilized, location of RE sources, and costs and savings incurred by a customer should be transparent and clearly explained; (3) the program should contain accurate price signals with clearly broken-down costs, especially with respect to marketing and administrative costs; and (4) renewable energy generation under the program must be additional to the 15% requirement under Section 28 of Act 295 and separate from the provider's renewable energy plans (REPs), which will require accurate accounting and verification of renewable energy credits (RECs) to avoid overlap. July 12 order, pp. 6-14. Subsequently, the Commission Staff (Staff) filed a motion requesting clarification

of certain aspects of the July 12 order. On December 20, 2017, the Commission issued an order in Case Nos. U-18349 *et al.* (December 20 order) addressing the Staff's motion and the electric providers' program proposals. The December 20 order opened a contested proceeding in Consumers Energy Company's (Consumers') and DTE Electric Company's (DTE Electric's) respective dockets. In response to some of the Staff's concerns, the Commission also provided clarification of the July 12 order:

[The Commission] intends for all VGP programs, existing prior to, and proposed after the effective date of Section 61, to be filed in the above-listed dockets. The Commission's intent is to bring all VGP programs under a single statutory scheme, the reasoning being that these programs, whether existing prior to the enactment of Section 61 or proposed afterwards, are essentially identical in purpose and operation. All of these programs are voluntary; they provide [renewable energy] beyond the renewable portfolio requirements of Act 295; and they are funded by participating customers only.

Therefore, all of the programs that meet [these] criteria should exist under the umbrella of Section 61.

December 20 order, pp. 6-7.

In the January 18, 2019 order in Case No. U-20343, the Commission approved DTE Electric's Large Customer Voluntary Green Pricing Program and the accompanying Standard Contract Rider 19 as a pilot. On February 21, 2019, the Commission issued an order in Case No. U-18352 (February 21 order) approving DTE Electric's revised MIGreenPower program as a Section 61 compliant program and noted that, based upon the timing of the order, a biennial review in April 2020 would be more appropriate than October 2019. On August 31, 2020, DTE Electric filed an application in Case No. U-20713 for approval of its VGP programs. On June 9, 2021, the

Commission issued an order (June 9 order) in a consolidated matter<sup>1</sup> that approved a financial incentive for power purchase agreements (PPAs) serving DTE Electric's VGP program and a contested partial settlement agreement that included revisions to Riders 17 and 19 and approval of a VGP build plan.

In the December 9, 2021 order in Case Nos. U-18349 *et al.*, the Commission ordered DTE Electric, among other utilities, to file its biennial review of its VGP programs no later than August 31, 2022. Accordingly, DTE Electric filed the instant application in Case No. U-21172 on August 31, 2022, with supporting testimony and exhibits.

### Procedural History

DTE Electric filed its application requesting approval of its VGP program, MIGreenPower, and amendments as compliant with Section 61 on August 31, 2022. A prehearing conference was held on October 25, 2022, before Administrative Law Judge Katherine E. Talbot (ALJ Talbot), at which ALJ Talbot granted intervention to the Michigan Energy Innovation Business Council, the Institute for Energy Innovation, and the Advanced Energy Economy (together, as EIBC/IEI/AEE); the City of Ann Arbor (Ann Arbor); Great Lakes Renewable Energy Association (GLREA); and the Ecology Center, the Environmental Law & Policy Center, and Vote Solar (together, as the Clean Energy Organizations (CEOs)). DTE Electric and the Commission Staff (Staff) also participated in the proceeding. On December 13, 2022, Soulardarity and We Want Green, Too (collectively, the Detroit Area Advocacy Organizations (DAAOs)) filed petitions for leave to intervene out of time, which were granted by ALJ Talbot on December 22, 2022.

---

<sup>1</sup> Case No. U-20713 was consolidated with DTE Electric's renewable energy plan case, Case No. U-20851, pursuant to Mich Admin Code, R 792.10415(5), due to the interrelated issues in the cases. *See*, Case Nos. U-20713 *et al.*, 1 Tr 7-8.

On February 16, 2023, DTE Electric filed supplemental testimony and exhibits. On March 27, 2023, this matter was reassigned to Administrative Law Judge Lesley C. Fairrow (ALJ). On April 21, 2023, the Staff, Ann Arbor, the DAAOs, EIBC/IEI/AEE, GLREA, and the CEOs filed direct testimony. Thereafter, the Staff, Ann Arbor, the DAAOs, DTE Electric, GLREA, and EIBC/IEI/AEE filed rebuttal testimony between May 19-25, 2023. An evidentiary hearing took place on June 16, 2023, at which DTE Electric witness Knox Cameron, the DAAOs' witness Jackson Koepfel, and Staff witness Cody Matthews were cross-examined, and the parties agreed to bind into the record testimony and exhibits. Timely initial briefs and reply briefs were filed by Ann Arbor, the DAAOs, DTE Electric, the CEOs, EIBC/IEI/AEE, GLREA, and the Staff. The ALJ issued a Proposal for Decision (PFD) on November 8, 2023. DTE Electric, GLREA, the CEOs, EIBC/IEI/AEE, and the DAAOs filed exceptions to the PFD on December 6, 2023. On December 20, 2023, DTE Electric, the Staff,<sup>2</sup> the CEOs, Ann Arbor, EIBC/IEI/AEE, and GLREA filed replies to exceptions.

The ALJ provided a thorough overview of the record on pages 4 through 39 of the PFD. The record in this matter consists of 440 pages of transcript and 71 exhibits admitted into evidence.

On March 14, 2024,<sup>3</sup> DTE Electric and EIBC/IEI/AEE filed a partial settlement agreement addressing the customer-requested offering issue in this case. The Staff filed an objection to the settlement agreement on March 27, 2024. DTE Electric and EIBC/IEI/AEE filed respective responses on April 4, 2024.

---

<sup>2</sup> The Staff filed corrected replies to exceptions on December 21, 2023.

<sup>3</sup> DTE Electric and EIBC/IEI/AEE originally filed the partial settlement agreement on March 13, 2024, but filed an updated partial settlement agreement on March 14, 2024. All references to the partial settlement agreement herein refer to the updated partial settlement agreement filed on March 14, 2024.

## DTE Electric Company's Application

In the instant application, DTE Electric proposes several changes to its MIGreenPower Program and Rider 17 including: (1) the option for contracted or non-contracted customers<sup>4</sup> to subscribe up to 100% of their energy usage, rather than 85%, from renewable energy supplies; (2) with respect to the company's fixed price subscription product for non-contracted customers, DTE Electric's postponement of the product launch due to a negative net premium and will reevaluation of a possible launch in the future (with updated tariff language clarifying that the fixed price product will not be available at times when the net premium value is negative or not large enough to support at least \$1 monthly enrollment); (3) for contracted customers enrolling more than 2,500 MWh, the a proposal for a market-based REC-only offering; (4) a new sponsored MIGreenPower pilot program to facilitate sponsored enrollments of MIGreenPower non-contracted customers wherein a contracted customer enrolling more than 2,500 MWh annually (i.e., a third-party such as an employer, non-profit organization, etc.) may elect to purchase MIGreenPower subscriptions on behalf of residential customers who are enrolling less than 2,500 MWh annually; (5) updated Rider 17 tariff language to allow for a waitlist for non-contracted customers; (6) updated Rider 17 language regarding the renewal, termination, and contracting requirements; (7) updated Rider 17 tariff language to outline the condition that when the net premium of MIGreenPower is forecasted to be negative, a higher cost project can be added

---

<sup>4</sup> Contracted customer refers to a MIGreenPower program customer subscribing 2,500 megawatt-hours (MWh) or more via a contract with DTE Electric. A non-contracted customer refers to a MIGreenPower program customer subscribing less than 2,500 MWh who may do so without executing a contract with DTE Electric. *See*, 2 Tr 40; *see also*, Exhibit A-1, p. 3 (showing DTE Electric's proposed Rider 17 which states that customers with annual enrollments of less than 2,500 MWh will not be required to sign a written contract and customers with annual enrollments of 2,500 MWh or more shall be required to enter into a written contract).

so long as the net premium is forecasted to stay negative over the next five years; and  
(8) clarifying language in Rider 17 tariff language describing the capacity credit calculation to address projects within the Midcontinent Independent System Operator, Inc. (MISO) Zone 2. DTE Electric also requests that the required frequency of its VGP program reporting be modified to a single annual report rather than two semi-annual reports. DTE Electric's application, pp. 3-6.

### Legal Standards

As stated above, Section 61 requires an electric utility to offer its customers the opportunity to participate in a VGP program under which the customer may elect an amount of their electric usage attributable to renewable energy from the options available. As a rate-regulated utility, DTE Electric must submit its program, inclusive of its rates, to the Commission for approval. The Commission has previously issued guidance, described above, as to the characteristics of VGP programs. *See*, July 12 order, pp. 6-14.

### Discussion

Following a recitation of the legal standards noted above, the ALJ addressed the following issues within in this matter: (1) Rider 17 tariff changes, (2) the purchase of RECs from distributed generation (DG) customers, (3) the MIGreenPower sponsorship pilot program, (4) the straw proposal of a Rider 17 community solar project, and (5) VGP report filing. This order will address each issue in the same order as the PFD, as well as an issue pertaining to customer-requested offerings raised in exceptions that was not addressed in the PFD.

#### 1. Rider 17 Tariff Changes

The ALJ addressed the following changes to DTE Electric's Rider 17: (1) consolidating Rider 17 and Rider 19, (2) the 100% subscription limit, (3) the fixed price subscription, (4) the

renewal notice period, (5) higher cost projects, (6) a waitlist for non-contracted customers, (7) a REC-only subscription, and (8) termination and default terms. *See*, PFD, pp. 42-47.

a. Rider 17 and Rider 19 Consolidation

The ALJ explained that DTE Electric sought to consolidate Rider 17 and Rider 19 and that no party contested this request. Thus, the ALJ recommended that the Commission approve the consolidation of Rider 17 and Rider 19. PFD, p. 42.

DTE Electric agrees with the ALJ that consolidation is appropriate but states that the Commission already approved the consolidation as part of its approval of a contested partial settlement agreement in the June 9 order. DTE Electric's exceptions, p. 11.

As noted by DTE Electric in exceptions, the Commission clarifies that approval of the consolidation of Rider 17 and Rider 19 is unnecessary in this proceeding as the Commission previously approved this in the June 9 order. *See*, June 9 order, pp. 43, 53; *see also*, June 9 order, Exhibit A, p. 5 (stating that going forward, the Rider 17 and Rider 19 programs will not have separate projects but will be supported by the same pool of resources).

b. 100% Subscription Limit

DTE Electric proposed to revise the MIGreenPower program to allow contracted or non-contracted customers to increase the subscription limit from 85% to 100% of their energy usage attributable to VGP renewable energy sources. DTE Electric's application, pp. 3-4. The ALJ noted that this issue was not contested by the parties and therefore recommended that the Commission approve the increase. The ALJ added that the Commission should "hold the utility to its commitment to include an accurate accounting and verification of RECs as part of future renewable energy plan reconciliation cases to avoid overlap." PFD, p. 43.

Having no exceptions filed on this issue and finding the ALJ's recommendation to be well-reasoned and supported by the record, the Commission adopts the PFD. The Commission also agrees with the ALJ and the company's proposal to ensure that RECs attributable to customers' energy usage sourced from renewable energy are not double counted. *See*, PFD, p. 42; *see also*, 2 Tr 44-45.

c. Fixed Price Subscription

DTE Electric requested postponement of its fixed price subscription option from 2024 to 2025 pending an evaluation. DTE Electric explained that postponing the option is necessary because pricing for 2022-2023 non-contracted customers and forecasts for 2023-2024 are currently at a negative net premium. DTE Electric's application, pp. 3-4; *see also*, 2 Tr 45-46. Ann Arbor opposed the postponement arguing that the company should instead lower the monthly enrollment premium from \$1 to \$0.25 and/or issue a credit for any oversubscription. Ann Arbor's initial brief, pp. 1, 9-11. The Staff agreed with the company's proposed postponement and contended that Ann Arbor's periodic true-up and credit proposal is not feasible but offered no opinion on the lower premium option suggested by Ann Arbor. Staff's initial brief, pp. 5-6.

The ALJ recommended that the Commission deny DTE Electric's request to postpone the fixed price option reasoning that the option "is consistent with the purpose and goal set forth in the clean and renewable energy and energy waste reduction act [MCL 460.1001 *et seq.*] to support programs that diversify the resources used to reliably meet the energy needs of consumers." PFD, p. 43.

DTE Electric takes exception and repeats its arguments made on the record that implementing the fixed price option when net premiums are negative would result in a tariff violation. DTE Electric argues that the delay is necessary when net premiums are negative because no amount of

renewable energy could be provided at the negative net premium that would total a given fixed price at any level. DTE Electric's exceptions, p. 4. The company provides the following example to explain:

For example, if the net premium is .02 cents/kWh [kilowatt-hour] and the customer is enrolled in a fixed price subscription option with a monthly payment of \$1, they will be purchasing 5,000 kWhs, which is higher than what many customers could support based on their energy usage. As such, the Company cannot offer fixed-price subscriptions at this time and remain in compliance with tariff requirements that an enrolled customer's subscription be limited to the last 12 months of energy usage.

*Id.* DTE Electric states that the company must update its information technology (IT) infrastructure to enable the company to switch customers from the fixed option to the flex subscription option when net premiums are negative but that the update to do so will not be available until the end of 2025, at the earliest. Speaking to affordability, DTE Electric contends that the customers continue to have an affordable option by specifying the percentage of their monthly usage attributable to renewable energy. The company repeats that its delay proposal is beneficial to customers and complies with the tariff requirement that an enrolled customer's subscription be limited to the last 12 months of energy usage. DTE Electric's exceptions, pp. 4-6.

No replies to exceptions were filed on this issue.

The Commission agrees with the ALJ broadly that the fixed price option should not be postponed. As DTE Electric represented in its initial request for approval of the program, the fixed price option provides customers with an affordable, consistent means of participating in a renewable energy program. *See*, DTE Electric's initial brief in Case Nos. U-20713 *et al.*, filing #U-20713-0130, pp. 19-20. The Commission, however, deviates from the ALJ's reasoning for rejecting postponement. The Commission is not convinced that DTE Electric has considered all viable options as an alternative to postponement, including lowering the monthly subscription

premium to \$0.25 per month as suggested by Ann Arbor. *See*, 2 Tr 290. Further, the company has not cited any authority for maintaining a \$1 per month premium as the minimum enrollment premium or adequately rebutted the lower premium option. Given that the company forecasts net premiums to remain negative for the next five years, with the exception of 2024, and the relatively low cost of renewable energy, it is apparent that a postponement does not represent a long-term solution. *See*, 2 Tr 231; Exhibit S-1.3.

d. Renewal Notice Period

DTE Electric proposed to extend the notice period for contracted customers seeking to renew their subscription from 60 days to one year. DTE Electric's application, p. 5. The Staff supported DTE Electric's proposal. Staff's initial brief, p. 8. Ann Arbor opposed the revision and recommended that the notice period remain unchanged or, at most, be increased to 90 days. Ann Arbor's initial brief, p. 9.

The ALJ agreed with the company and the Staff that a one-year notice period was reasonable given that the contract terms for enrollments of this size range from 5 years to 20 years in length and require forecasting in advance. PFD, p. 44.

Having no exceptions filed on this issue and finding the ALJ's recommendation to be well-reasoned and supported by the record, the Commission adopts the ALJ's recommendation and the company's proposal to extend the notice period from 60 days to one year for contracted customers seeking to renew their MIGreenPower subscriptions.

e. Higher Cost Projects

DTE Electric requested approval to add higher cost projects when the MIGreenPower program net premium is forecasted to be negative as long as the net premium is forecasted to remain negative for five years. DTE Electric's application, pp. 5-6. The Staff supported the company's

proposal. Staff's initial brief, p. 10. EIBC/IEI/AEE argued that the Commission should approve the company's proposal only if DTE Electric guarantees that it will use a competitive selection process for these added projects. EIBC/IEI/AEE's initial brief, pp. 14-15. GLREA contended that a higher cost project should be added only when there is a waitlist or forecasted waitlist, but in its reply brief, took the same position as EIBC/IEI/AEE with the addition that an independent administrator should oversee the bidding process. GLREA's initial brief, p. 11; GLREA's reply brief, p. 8.

The ALJ recommended that the Commission approve DTE Electric's proposal and noted that DTE Electric is required to follow the Competitive Procurement Guidelines for Rate-Regulated Electric Utilities (Not for PURPA<sup>5</sup> Compliance) (Competitive Procurement Guidelines) adopted by this Commission in Case No. U-20852. PFD, p. 45.

EIBC/IEI/AEE take exception to correct the ALJ's statement that the Competitive Procurement Guidelines are mandatory and points to the September 9, 2021 order in Case No. U-20852 (September 9 order) where the Commission adopted the guidelines and clarified that conformity with the guidelines is not required, but encouraged, and if a utility uses the guidelines it will receive the benefit of a presumption of reasonableness and prudence. EIBC/IEI/AEE's exceptions, pp. 3-4 (citing September 9 order, pp. 23-24). EIBC/IEI/AEE argue that the ALJ incorrectly assumed the guidelines will provide customer protections and, therefore, because the guidelines are not mandatory, the Commission should reject the ALJ's recommendation and ensure that any project that raises the net premium is procured via a competitive process using an independent administrator. EIBC/IEI/AEE's exceptions, p. 4.

---

<sup>5</sup> Public Utility Regulatory Policies Act, PL 95-617; 92 Stat 3117 (PURPA).

DTE Electric responds to EIBC/IEI/AEE's recommendation for the company to use an independent administrator and states that as part of the partial settlement agreement in Case Nos. U-20713 *et al.*, the company agreed to use an independent evaluator to consider self-build or affiliate project bids and that the company has upheld those commitments as the company explained in testimony. Speaking to EIBC/IEI/AEE's other suggestion that renewable procurements from PPAs should be equal to self-build or build-transfer agreements, DTE Electric disagrees and points out that Public Act 341 of 2016 removed the 50/50 ownership requirement for the renewable portfolio standards (RPS). DTE Electric's replies to exceptions, p. 7.

The Commission finds the ALJ's recommendation to permit DTE Electric to include higher cost projects in the MIGreenPower portfolio at times when the net premium is forecasted to be negative and is forecasted to remain negative for five years to be well-reasoned and supported by the record in this case. However, the Commission clarifies, as EIBC/IEI/AEE point out in exceptions, that the Competitive Procurement Guidelines are not mandatory but have become normative due to the presumption of reasonableness and prudence of costs granted when the guidelines are utilized and the utilities' commitments to utilize the guidelines in a variety of circumstances, namely when considering self-build or affiliate projects. While approving the inclusion of higher cost projects here, the Commission will hold DTE Electric to the commitments made in this case and in Case Nos. U-20713 *et al.* to utilize an independent evaluator as prescribed by the Competitive Procurement Guidelines for higher-cost projects to be included in MIGreenPower. Use of the guidelines ensures the protection of customer interests against unduly burdensome costs.

f. Waitlist for Non-contracted Customers

DTE Electric proposed to implement a waitlist for non-contracted customers interested in subscribing to the MIGreenPower program when demand exceeds generation. DTE Electric's application, p. 3. The Staff supported the company's proposal. Staff's initial brief, p. 3. GLREA opposed the proposed waitlist arguing that Section 61 does not contemplate a waitlist and recommended that DTE Electric be required to purchase RECs from DG customers when it does not have sufficient renewable generation supply to meet customer demand. GLREA's initial brief, pp. 2-4. EIBC/IEI/AEE similarly argued that the company should be required to purchase RECs from DG customers instead of waitlisting customers. EIBC/IEI/AEE's initial brief, pp. 12-13.

The ALJ found DTE Electric's proposal should be approved, reasoning that a waitlist does not violate the statute because it would apply to those that are not yet customers. The ALJ added that the Commission should require the company to provide a biannual report of the number of customers on the waitlist, the average wait time, and the longest wait time. PFD, p. 46.

GLREA takes exception to the PFD, arguing that the company's definition of supply of green power is overly restrictive, and explains that in addition to offering a RECs-only option for waitlisted large customers, it should do the same for small customers. GLREA asserts that failure to do so is discriminatory in favor of large customers, violates Section 61, and could enable the company to refuse the demand for green power by allowing it to not build enough renewable generation to satisfy its RPS and VGP obligations. GLREA's exceptions, pp. 1-2. GLREA also excepts to the ALJ's implied definition of customers in her statement that the waitlist would be "for those who are not yet customers." *Id.*, p. 3 (quoting PFD, p. 46). Citing the language of Section 61, GLREA contends that the statute is referring to utility customers, not VGP program customers. GLREA's exceptions, p. 3.

In their exceptions, EIBC/IEI/AEE argue that the ALJ accepted DTE Electric's waitlist proposal without addressing opposing arguments apart from GLREA's argument that a waitlist would violate Section 61. EIBC/IEI/AEE then echo GLREA's argument in stating that the ALJ misread Section 61 in implying that "customer" in the statute means a VGP customer. Relying on the Commission's billing rules, EIBC/IEI/AEE state that customer means an "an account holder that purchases electric or natural gas service from a utility." EIBC/IEI/AEE's exceptions, p. 5 (quoting Mich Admin Code, R 460.102(o)). EIBC/IEI/AEE further contend that the ALJ failed to address EIBC/IEI/AEE's argument that the company must demonstrate that it has exhausted all means of procuring in-state RECs before implementing a waitlist. EIBC/IEI/AEE's exceptions, p. 6.

The Staff replies to GLREA arguing that GLREA's comparison of a MIGreenPower waitlist to DTE Electric imposing a rolling blackout is inapt because the absence of power is not comparable to the ability to enroll in a voluntary program. The Staff contends that market pressures, which have caused varying sizes of renewable energy projects across the country to fail, may result in the inability of DTE Electric to meet demand for RECs through no fault of its own. Thus, the Staff asks the Commission to reject GLREA's argument. Staff's replies to exceptions, pp. 7-8.

The Commission respectfully declines to adopt the ALJ's recommendation on this issue. In DTE Electric's previous VGP case, Case No. U-18352, the Commission provided its interpretation of the requirement for utilities to offer Section 61 programs. In that case, the Commission found that DTE Electric's proposal to cap the MIGreenPower program at 150,000 MWh would effectively violate Section 61 because the company's lack of defined plans to source renewable energy for the program would lead to a lag between customer demand and available resources.

October 5, 2018 order in Case No. U-18352, p. 21. The Commission interpreted Section 61 in that order, as it does here, as requiring electric providers to offer their customers an opportunity to participate in a voluntary green pricing program; that requirement does not include an allowance for program caps or exclusion of certain customers. Further, the Commission disagrees with the ALJ's interpretation that a waitlist would not violate Section 61 because it would apply to those who are not yet VGP enrolled customers; the requirement to extend the renewable energy opportunity applies to all customers of the utility, not only existing VGP customers.

Similar to the program size cap that DTE Electric proposed in the early stages of VGP implementation, the Commission finds that the company's proposal to implement a waitlist for non-contracted customers when demand exceeds generation would effectively violate Section 61. Given the company's proposal to offer a RECs-only option to customers subscribing more than 2,500 MWh, the company's stated ability to procure RECs for larger customers raises questions as to why it cannot do the same for non-contracted customers. Thus, the Commission finds that DTE Electric's waitlist proposal is not reasonable and is not aligned with the mandate of Section 61.

g. Renewable Energy Credit-Only Subscription

DTE Electric proposed to offer a REC-only subscription to customers enrolling more than 2,500 MWh when the customer has signed a MIGreenPower contract and renewable energy generation is not immediately available. DTE Electric's application, p. 4. The Staff supported the company's proposal. Staff's initial brief, p. 6. GLREA also supported the proposal with the condition that it should only be allowed at times when there is no waitlist for non-contracted customers. GLREA's initial brief, p. 10. EIBC/IEI/AEE did not oppose the proposal as long as DTE Electric uses RECs purchased from DG customers. EIBC/IEI/AEE's initial brief, pp. 10-12.

The ALJ recommended that the Commission approve the REC-only option for contracted customers noting the Staff's opinion that approval would not delay enrollment of non-sponsored, non-contracted customers. PFD, p. 47 (citing Staff's reply brief, p. 6). The ALJ also recommended that the company submit waitlist information for the customers under this REC-only option in a biannual report to the Commission. PFD, p. 47.

No exceptions were filed on this issue.

The Commission finds the ALJ's recommendation to be well-reasoned and supported by the record, and therefore, the Commission adopts the PFD on this issue. However, as alluded to above, the Commission finds that a REC-only option is also a reasonable option for non-contracted customers in the event that customer demand exceeds (or is forecasted to exceed in the near term) the program's resources such that the company can avoid a waitlist. The Commission is not convinced by DTE Electric's descriptions of impracticalities in extending this option to non-contracted customers. *See*, 2 Tr 67-68. While there may be additional explanations needed to ensure that customers are aware of the potential fluctuation in REC pricing based on market conditions, the Commission finds that is an impracticality that can be overcome. The Commission further finds this to be preferable to implementing a waitlist that would effectively violate Section 61.

#### h. Termination and Default Terms

DTE Electric requested to revise the MIGreenPower termination fee for contracted customers under the escalating volumetric subscription option to a fee equal to one year's subscription cost. The company also proposed changes to clarify and define the termination and default terms for customers with annual enrollments of 80,000 MWh or more. DTE Electric's application, p. 5.

The Staff and EIBC/IEI/AEE<sup>6</sup> supported the changes. Staff's initial brief, pp. 8-9; 2 Tr 449. Ann Arbor opposed the revisions arguing that they would result in a windfall to the company. Ann Arbor's initial brief, pp. 2-8.

The ALJ found Ann Arbor's concerns to be persuasive and reasoned that DTE Electric's proposed revisions to the termination clause go further than necessary to protect customers and, rather, could make the company significantly better off than if the contract was completed. The ALJ further stated that if there is a waitlist of customers for MIGreenPower, customers seeking to terminate should be incentivized to do so. Additionally, the ALJ found that the company failed to demonstrate that it would be unduly burdensome for DTE Electric to monitor whether a subsequent customer takes over the subscription of a terminating or defaulting customer. PFD, p. 48. As such, the ALJ recommended that the termination clause be modified such that early termination fees are not imposed if the subscription is transferred within 120 days of the notice to cancel. The ALJ also recommended that penalties be capped at one year's subscription fee citing the company's statement that one year is sufficient lead time for a renewal notice. *Id.*

DTE Electric excepts to the PFD arguing that the ALJ's recommendation would place an increased burden for unsubscribed projects on customers who are not parties to those large customer contracts. The company repeats that its termination provision for subscriptions of 80,000 MWh or more and its one-year notice renewal protect customers from cost risk and ensure that the company has adequate resources to meet demand, respectively. The company rejects the ALJ and intervenors' conclusion that the termination clause results in a windfall and states that the

---

<sup>6</sup> The ALJ inadvertently stated in the PFD that GLREA supported DTE Electric's revised termination clauses. PFD, p. 47. However, EIBC/IEI/AEE supported the company's revision. 2 Tr 449.

clause merely extends the existing termination fee to the newly created subscription option for 80,000 MWh or more enrollments. Further, DTE Electric contends that any penalties collected would be credited to its regulatory liability account, which represents unearned income that remains owed to customers until earned. The company explains that the only windfall possible would be a small reprieve from the incremental cost of compliance fees or transfer prices collected from all DTE Electric customers to support the company's REP. DTE Electric's exceptions, pp. 6-8.

DTE Electric also argues that the ALJ's recommended termination language fails to protect customers and, contrary to law, makes the breaching party whole by requiring payment of a refund if new customers enroll at the same level. The company contends that these large enrollments are entered into by sophisticated customers with the ability to evaluate the reasonableness of the termination and default provisions and asserts that customers who are not party to these large contracts should not bear the risk of a default or early termination by a breaching party. The ALJ's recommended one-year subscription fee cap and waiver of termination fees for transfers occurring within six months inappropriately assigns risks to other customers, according to DTE Electric. The company asks the Commission, therefore, to reject the ALJ's recommendation and adopt the company's position. *Id.*, pp. 8-9.

In replies to exceptions, Ann Arbor responds that DTE Electric did not include any mention of a regulatory liability account on the record and argues that any funds that accrued in such an account to the benefit of all customers would violate Section 61, which requires the VGP customer to realize any additional benefit of its participation. Ann Arbor next contends that well-settled contract law establishes that the non-breaching party is to be made whole, not to punish the breaching party as DTE Electric suggests in exceptions. Ann Arbor's replies to exceptions,

pp. 2-3 (citing *Corl v Huron Castings, Inc*, 450 Mich 620, 625-626; 544 NW2d 278 (1996) and *Goodwin, Inc v Coe*, 62 Mich App 405, 413; 233 NW2d 598 (1975)). Ann Arbor next states that the company failed to refute Ann Arbor's calculations of the potential for significant overcollections and that the company, in its exceptions, described its termination provision as imposing a penalty, thereby suggesting the goal is to punish the breaching party. Ann Arbor's replies to exceptions, pp. 3-4. Ann Arbor then reiterates arguments made in briefing that DTE Electric has a duty to mitigate damages upon breach meaning that the company has a duty to seek a replacement subscriber rather than collecting the windfall from the energy and capacity it would keep by not finding a replacement. *Id.*, pp. 4-5. Ann Arbor claims that DTE Electric would be allowed to avoid its obligations to offer a VGP program by including such an unreasonable termination provision that deters enrollment in the program. *Id.*, p. 6. Lastly, Ann Arbor argues that the Staff waived any objection to the PFD by failing to file exceptions and that the Commission should note this because DTE Electric relied on statements of support by the Staff in favor of the company's termination and default provisions. *Id.*, p. 7.

GLREA supports the ALJ's recommendation for waived termination fees within 120 days if the subscription is transferred and disagrees with DTE Electric's arguments in exceptions that the company needs additional time to remarket previously subscribed renewable energy blocks, calling these arguments specious. GLREA argues that a waiver or refund would take place if another customer takes over the subscription and that other customers are not burdened because the costs shift to another customer who voluntarily takes them on. Further, GLREA points out that the company has projected a renewable energy shortage for VGP, so, per GLREA, the transfer of a subscription would demonstrate that the ALJ's recommendation benefits the terminating and newly subscribing customer. Next, GLREA challenges DTE Electric's argument that the ALJ's

recommendation would make the breaching party whole. GLREA argues that the mutual benefit to customers under these termination terms cannot be considered to be unfair because the Commission has the authority to define VGP programs, and established contract law requires the non-breaching party to mitigate damages. GLREA's replies to exceptions, pp. 1-3.

The Commission agrees with DTE Electric that its proposed revisions to the termination language for MIGreenPower annual enrollments greater than 2,500 MWh but less than 80,000 MWh for escalating volumetric enrollments that impose a termination fee equal to one year's subscription costs are reasonable and should be approved. As explained by the company, this language already applies to fixed volumetric subscriptions; therefore, the Commission finds it reasonable to extend similar terms to the escalating option. *See*, 2 Tr 50; *see also*, DTE Electric's initial brief, p. 19. Additionally, the Commission finds reasonable the company's proposed terms to clarify the conditions under which a customer with an 80,000 MWh annual enrollment would be in default. However, the Commission is persuaded by the concerns expressed by Ann Arbor regarding the termination fee for customers with an annual enrollment of 80,000 MWh or more. As illustrated in the termination scenarios provided by Ann Arbor, a termination fee allowing the company to collect the subscription fee for the remaining years of the contract could allow the company to collect up to five times the dollar value of the contract had a default not occurred. The Commission finds that such a provision goes beyond what is reasonable to protect ratepayers and make the non-breaching party whole and crosses into the realm of penalizing the defaulting party. Therefore, the Commission rejects the termination fee proposed by DTE Electric for annual enrollments of 80,000 MWh or greater. However, the Commission's rejection in this case does not bar DTE Electric and any 80,000 MWh or larger customer from negotiating individual termination terms.

## 2. Purchase of Renewable Energy Credits from Distributed Generation Customers

DTE Electric proposed to purchase RECs, at its discretion, from DG customers to support the company's RPS compliance or MIGreenPower with compensation for RECs set at the market rate or a rate based on the prior year's average price for Michigan RECs, with the amount specified in the DG customer's contract. DTE Electric's initial brief, pp. 23-24. The Staff recommended that the utility compensate DG customers at the same rate at which Rider 17 customers pay for RECs. Staff's initial brief, p. 11. EIBC/IEI/AEE argued that DTE Electric should be required to purchase RECs from DG customers, at the customer's discretion, at a rate equal to 100% of the five-year rolling average of net premiums for the MIGreenPower program and pursuant to a standardized contract. EIBC/IEI/AEE's initial brief, pp. 3, 12-14. GLREA argued that the company's proposal is non-responsive to the Commission's directive in Case No. U-20836 and recommended that the Commission require DTE Electric to purchase RECs from DG customers at a rate equal to 80% of the net premium of the MIGreenPower program when there is a waitlist (or waitlist in the near future). GLREA's initial brief, pp. 4-9.

The ALJ found that DTE Electric did not comply with the Commission's directive in Case No. U-20836 and recommended that the company be required to purchase RECs at the customer's discretion, without penalty for terminating an agreement, at the same rate at which Rider 17 customers pay for RECs. The ALJ further recommended that the sales contract between DTE Electric and the DG customer should be standardized such that the terms, costs, and savings are transparent and clearly explained. Lastly, the ALJ noted that while the company should have discretion regarding when it purchases RECs, it should implement a waitlist for DG customers who are not yet under contract seeking to sell RECs. The ALJ stated that the company should

report to the Commission on the length of the wait time, the average wait time, and the longest wait time. PFD, pp. 49-50.

In its exceptions, DTE Electric states that the ALJ's finding that the company did not comply with the Commission's directive is incorrect. The company asserts that its mechanism to purchase RECs set out in Exhibit A-3 and described on the record satisfies the directive and represents appropriate terms for purchasing from DG customers. Relying on its rebuttal testimony, DTE Electric contends that the rate proposed by the ALJ is inappropriate because using anything besides the market rate for RECs results in higher costs to customers and subsidization across customer groups. DTE Electric's exceptions, p. 10 (citing 2 Tr 74). DTE Electric also argues that the November 18, 2022 order in Case No. U-20836 (November 18 order), while giving DG customers the choice to sell RECs, did not deprive the company of discretion to purchase RECs based on need, which in turn, preserves the cost-effectiveness of MIGreenPower. Lastly, addressing the ALJ's recommendation for semi-annual reports in the event of waitlists, the company argues that a single annual report is more appropriate. However, if the Commission adopts the ALJ's recommendation, DTE Electric asks that additional reporting only be required if a waitlist exists for at least 90 days prior to the filing due date to allow company to adequately prepare. DTE Electric's exceptions, pp. 9-11.

While agreeing with the ALJ that DTE Electric did not comply with the Commission's directive and that it should purchase RECs from DG customers, at the DG customer's discretion via standardized contract at a rate equal to the price Rider 17 customers pay for RECs, GLREA takes exception to the ALJ's omission of a means for DG customers to be notified of this purchase option and the accompanying terms. GLREA requests that the Commission direct DTE Electric to make this information available on the company's website. GLREA's exceptions, pp. 3-4.

GLREA also takes exception to the ALJ's recommendation that DTE Electric have the discretion as to when it purchases RECs. GLREA agrees that the company should have discretion to purchase RECs when customer demand for renewable energy is being met but that if customers are placed on waitlists, the company should be required to purchase RECs from DG customers to maintain compliance with Section 61. Citing the Commission's authority to approve the programs and rates for VGP programs and the recent passage of Public Act 235 of 2023 (Act 235), which increases the REC requirement for RPS compliance, GLREA asks the Commission to withhold approval of the company's VGP program to compel the purchase of RECs. GLREA's exceptions, pp. 4-6.

EIBC/IEI/AEE take exception to the PFD, contending that the ALJ's recommendation is contradictory in that she stated that REC purchases should be at the DG customer's discretion and then stated that the company should have discretion as to when it purchases RECs. EIBC/IEI/AEE ask the Commission to resolve this ambiguity in favor of the November 18 order that required REC purchases at the DG customer's discretion. EIBC/IEI/AEE's exceptions, pp. 6-7.

EIBC/IEI/AEE also ask the Commission to clarify the purchase rate recommended by the PFD, which seemingly reflects the Staff's proposal. EIBC/IEI/AEE state that this is unclear because EIBC/IEI/AEE's recommended rate of a price equal to the five-year rolling average is consistent with the ALJ's stated "same rate that Rider 17 customers pay" for RECs. *Id.*, p. 7 (quoting PFD, p. 49). EIBC/IEI/AEE explain further that, "[d]epending on how Rider 17 customers acquire RECs—whether through a limited REC-only option or, far more commonly, through full participation in the program—the cost of the net premium essentially represents the value to that customer of the RECs and therefore the cost of the RECs to that customer." EIBC/IEI/AEE's exceptions, p. 7.

Responding to GLREA's exceptions, the Staff contends that GLREA focuses its argument on the company's discretion to purchase RECs for waitlisted customers and points out that this assumes that waitlisted customers would prefer RECs over waiting for renewable generation to become available. Noting that it is not opposed to a RECs-only offering for non-contracted customers on a waitlist, the Staff asserts that such an option must be voluntary and that the costs must be borne by the VGP customer. Responding to GLREA's suggestion for the company to purchase RECs to avoid a waitlist, the Staff contends that the full cost of the REC plus any associated certification, administration, and IT costs must be paid for by the VGP customer to maintain compliance with Section 61. The Staff observed that it was unclear whether the intervenors proposing the RECs-only option for small customers were also recommending that the costs be borne by the customers, so the Staff asks the Commission to clarify this. Staff's replies to exceptions, pp. 6-7.

In their replies to exceptions, EIBC/IEI/AEE respond to DTE Electric's assertion that its proposal complied with the Commission's directive by preserving the company's discretion to purchase RECs. EIBC/IEI/AEE contend that the company ignores the context of the Commission's directive in Case No. U-20836 where the Commission adopted GLREA's proposal to require DTE Electric to purchase RECs from Rider 18 customers. EIBC/IEI/AEE argue that DTE Electric's interpretation allows the company to "create the possibility [of purchasing] on paper" rather than actually purchasing RECs from DG customers. EIBC/IEI/AEE's replies to exceptions, p. 3. EIBC/IEI/AEE repeat that the Commission should reject DTE Electric's interpretation that would, in effect, nullify the Commission's previous order. EIBC/IEI/AEE then refute DTE Electric's proposal for the rate paid to DG customers for RECs to avoid a subsidy paid

by other customers and repeats its position that the rate should be set using the five-year rolling average of Rider 17 net premiums. *Id.*, pp. 4-5.

DTE Electric repeats its position that the Commission's directive did not take discretion from the company as to when to purchase RECs and maintains that preserving the company's discretion ensures the cost effectiveness of MIGreenPower. Speaking to the compensation rate, DTE Electric again states that the market price is the appropriate option to avoid subsidies across other customer groups. DTE Electric's replies to exceptions, pp. 5-6.

GLREA contends that DTE Electric made three incorrect statements in its exceptions. First, GLREA disputes that the ALJ's proposal results in any subsidization and even if there was a subsidization, the Commission has said nothing about VGP customers voluntarily subsidizing other customers. Second, GLREA states that DTE Electric's claim that anything besides market rates for REC purchases would result in higher costs is hypothetical and is at odds with the company's previous statement in Case Nos. U-18349 *et al.* that VGP program credits should be cost-based rather than market-based. Third, GLREA contends that the Commission's directive to require REC purchases contains nothing about allowing the company discretion. However, GLREA agrees that the company should not be required to purchase RECs when there is no need for RECs and restates its proposal that the Commission to require REC purchases when there is a waitlist or projected waitlist. GLREA's replies to exceptions, pp. 3-5.

To begin, the Commission finds that DTE Electric complied with the Commission's previous directive to file in this case a mechanism to purchase RECs from DG customers. However, following the closure of the record in this case but during the pendency of this proceeding, the Legislature passed Act 235 on November 8, 2023, which was signed by Governor Gretchen Whitmer on November 28, 2023, and went into effect on February 27, 2024. Among other things,

Act 235 revised Section 28, MCL 460.1028, to increase the REC portfolio standard, or RPS, and to change the calculation for the REC portfolio requirement as follows:

An electric provider's renewable energy credit portfolio shall be calculated as follows:

(a) Determine the number of renewable energy credits used to comply with this subpart during the applicable year.

(b) Divide by 1 of the following at the option of the electric provider as specified in its renewable energy plan:

(i) The number of weather normalized megawatt hours of electricity sold by the electric provider during the previous year to retail customers in this state, *less the amount of sales attributable to customers participating in an electric provider's voluntary green pricing program under section 61 and the outflow from customers participating in the distributed generation program under section 173 for that year.*

(ii) The average number of megawatt hours of electricity sold by the electric provider annually during the previous 3 years to retail customers in this state, *less the amount of sales attributable to customers participating in an electric provider's voluntary green pricing program under section 61 and the outflow from customers participating in the distributed generation program under section 173 for that year.*

MCL 460.1028(2) (emphasis added).

As shown in the emphasized language of the above-quoted statute, the outflow from DG customers is excluded in the denominator of the RPS equation under either option available to electric providers. Therefore, Act 235 has already accounted for the renewable attributes associated with the outflow from DG generation in its exclusion from the denominator of the RPS equation. In other words, the electric provider is permitted to exclude the outflow from DG generation from its RPS requirement because DG outflow is already covered by renewable energy, and the electric provider is not required to procure or generate additional renewable energy to cover that outflow. Section 28 under Act 295 of 2008, as amended by Act 342, did not include this exclusion for DG outflow (or VGP customers) from the RPS calculation.

Being issued over one year prior to the passing of Act 235, the November 18 order obviously did not contemplate this change in the RPS calculation. Similarly, the record in this case closed prior to the passing of this legislation and, thus, could not consider the implications of the revision. However, the Commission is now concerned that requiring the purchase of RECs by the electric provider results in a double counting of the REC associated with the DG outflow because the renewable attribute has already been taken into account in the utility's RPS calculation.

Therefore, in light of changes in Act 235, the Commission finds that it is not appropriate to impose a requirement for DTE Electric to purchase RECs from DG customers at this time. As the Commission works to implement the new 2023 energy legislation, the Commission is interested to hear from parties as to whether a mechanism for the purchase of RECs from DG customers can be implemented in harmony with Act 235. Therefore, the Commission directs DTE Electric to hold an outreach session with the parties to this case and its most recent rate case to solicit proposals for purchasing RECs from DG customers in compliance with Act 235 within 60 days from the date of this order. Specifically, the Commission is interested to hear from the parties how the double counting of RECs from DG customers described above could be avoided, if possible. For example, the parties should explore whether double counting could be avoided by accounting for the DG load and adding it back into the RPS calculation.

DTE Electric shall then file in its next VGP case a new proposal for purchasing RECs from DG customers informed by this outreach with intervening parties. The new proposal shall be included in DTE Electric's application in its next VGP case, Case No. U-21375, which is due to be filed no later than September 23, 2024. *See*, February 23, 2023 order in Case Nos. U-18349 *et al.* (assigning docket numbers and filing deadlines for VGP proceedings).

### 3. MIGreenPower Sponsorship Pilot Program

DTE Electric proposed a new sponsorship pilot program under which up to 10 MIGreenPower customers that are enrolling more than 2,500 MWh annually may purchase (or sponsor) a subscription of less than 2,500 MWh annually on behalf of up to 500 non-contracted residential customers. DTE Electric's application, p. 4. The Staff supported the pilot. Staff's initial brief, pp. 6-7. EIBC/IEI/AEE also supported the pilot but recommended that the company demonstrate that RECs are not double counted, allow sponsored customers the option to subscribe directly to MIGreenPower, and provide a means for shared savings between sponsored customers and the sponsoring customer. EIBC/IEI/AEE's initial brief, pp. 2-3, 5-6, 7-10. Ann Arbor supported the pilot as well but requested that DTE Electric raise or eliminate the 500 non-contracted customer limit. Ann Arbor's initial brief, pp. 12-13. GLREA expressed concern that the pilot is discriminatory in favor of large customers because in times of short REC supply, it allows sponsored individuals to use RECs when non-contracted customers are on a waitlist. GLREA therefore recommended that sponsored individuals should be subject to the same waitlist as non-contracted customers. GLREA's initial brief, pp. 10-11.

Citing the Staff's assurance that approval will not delay enrollment of non-sponsored, non-contracted customers, the ALJ recommended that the Commission approve the sponsorship pilot program and monitor the wait time for customers in the program through biannual reporting by the company. PFD, pp. 50-51.

EIBC/IEI/AEE except to the ALJ's failure to adopt EIBC/IEI/AEE's recommendations for the Commission to ensure that DTE Electric is not double counting RECs under the sponsorship pilot and that sponsored customers are allowed the option to directly subscribe to MIGreenPower along with a shared savings option. EIBC/IEI/AEE state that the ALJ ignored the parties' discussion of

these recommendations and therefore did not provide a reasoned basis for her ultimate recommendation to approve the pilot. EIBC/IEI/AEE ask that the Commission adopt their recommendations, or at a minimum, provide a reasoned basis for rejecting these recommendations. EIBC/IEI/AEE's exceptions, pp. 8-9.

DTE Electric disagrees with EIBC/IEI/AEE's suggestion for a shared savings option, arguing that this option is already available and beyond the intended scope of the pilot. The company explains that:

[e]mployers wishing to sponsor the MIGreenPower enrollments of their employees with the sponsored employees receiving the associated benefits already have the option to do so outside of the Program. The Program is intended to specifically test the attractiveness of an offering which provides the benefits of the MIGreenPower subscription, including the RECs and any associated costs or credits, directly to the sponsoring employer.

DTE Electric's replies to exceptions, p. 4. Further, DTE Electric disagrees with EIBC/IEI/AEE's recommendation for sponsoring employers to indicate their intended use of the sponsorship RECs and whether they followed through with that intention. The company contends that Rider 17 has no such requirement, sponsoring employers have a broad number of impacts to address in their decarbonization goals, and such up-front commitments limit the flexibility needed to address those impacts. *Id.*, pp. 4-5.

The Commission agrees with the ALJ that the company's proposed pilot is reasonable and represents an opportunity for the company to explore the attractiveness of this program. However, the Commission agrees with Ann Arbor that the 500-person limit per sponsoring customer is unreasonably restrictive, and therefore, approves the pilot under the condition that DTE Electric expands the cap to 1,000 enrollments per sponsoring customer. The Commission finds that this higher cap strikes a balance between maintaining a manageable size for the pilot and opening the pilot to more sponsored individuals; for example, a larger employer would be able to offer the

sponsorship to all, rather than a portion, of its employees. *See*, 2 Tr 68-69, 291. The Commission also directs the company to properly account for RECs generated from the pilot to avoid any double counting.

#### 4. Straw Proposal of a Rider 17 Community Solar Project

DTE Electric included in its application a straw proposal for a community solar project, referred to as MIGreenPower Community Connection, wherein project developers would own the project and be responsible for all aspects of the development and interconnection process. The community solar projects would be targeted to benefit low-income customers and located in Detroit, River Rouge, and Highland Park. Under the agreements with the project developer, subscribers to the community solar project would pay their full and normal retail rate for inflowing power and receive credits for outflowing energy and capacity (purchased by DTE Electric) based on the company's PURPA credit structure, as defined in Rider 5. 2 Tr 37-38, 60-63.

The Staff supported DTE Electric's proposal but made several suggestions regarding decommissioning funds, providing opportunities for organizations that wish to participate, ensuring that customers have means to address concerns, providing enrollment data to the utility, and maintaining customer protections. Staff's initial brief, pp. 12-20. The DAAOs, the CEOs, EIBC/IEI/AEE, and GLREA opposed the company's proposal, arguing that it did not comply with the Commission's directive in Case No. U-20836 and is flawed because it failed to include customer-ownership and on-bill crediting. DAAOs' initial brief, pp. 4-25; CEOs' initial brief, pp. 6-16; EIBC/IEI/AEE's initial brief, pp. 40-51; GLREA's initial brief, pp. 11-19.

The ALJ found DTE Electric's straw proposal to be compliant with the Commission's directive in Case No. U-20836 and that it serves as a starting point for a community solar pilot. The ALJ recommended that the Commission require DTE Electric to include on-bill crediting for

the pilot and to adopt the Staff's recommendations set forth on pages 12-13 of its initial brief. Lastly, the ALJ recommended that the Commission direct DTE Electric to conduct a focus group with residents, including low-income customers, and local elected officials after the program has been in place for six months. PFD, pp. 51-52.

In its request for relief set forth in its exceptions, DTE Electric asked the Commission to find that its straw proposal for the community solar pilot is reasonable and prudent and that it should be approved. DTE Electric's exceptions, p. 12.

The CEOs take exception to the PFD "substantively, for approving the Company's noncompliant straw proposal, and procedurally, for its failure to provide the reasoning for its holdings." CEOs' exceptions, p. 3. Specifically, the CEOs argue that DTE Electric's straw proposal violates Section 61 because the proposed locational marginal price compensation rate does not capture the additional savings realized from the energy and capacity generated as dictated by statute. The CEOs repeat the means by which solar power generation produces savings in terms of providing energy during peak load events and reducing distribution and transmission costs. *Id.*, pp. 3-4. Next, the CEOs recall the impetus for the Commission's directive for DTE Electric to include a straw proposal; namely, to address the deficiencies in access to DG programs discussed by Staff witness Julie Baldwin and the DAAOs in Case No. U-20836. The CEOs argue that DTE Electric's straw proposal failed to include the characteristics identified by Ms. Baldwin and the DAAOs and that the PFD does not contain sufficient reasoning to determine how the ALJ found it to be compliant. The CEOs continue by stating that the company did not adjust its previous positions on community solar based on intervenor feedback, thereby ignoring the collaborative process contemplated by the Commission. CEOs' exceptions, pp. 4-6.

The CEOs go on to argue that the recommendations they and other intervenors made would result in a community solar program that complies with the Commission's directive. The CEOs' suggested elements include: "(1) a transparent outflow credit rate which mirrors the retail rate, (2) on-bill crediting, (3) easy program application process, (4) a low-income participation requirement, and (5) the program should include a set of 'right sized' consumer protections." CEOs' exceptions, p. 6. The CEOs also list third-party ownership, on-bill crediting, and compensation at the DG rate as key elements requested by the DAAOs. Relying on its briefing and testimony, the CEOs then explain why its proposals for community solar are more appropriate. CEOs' exceptions, pp. 6-8. Lastly, the CEOs argue that adoption of the PFD on this issue would violate the Michigan Administrative Procedures Act of 1969, MCL 24.201 *et seq.*, because the PFD is not supported by competent, material, and substantial evidence on the whole record. *See*, MCL 24.306(1)(d). The CEOs further argue that the PFD did not reveal how or why the ALJ found the straw proposal complied with the Commission's directive and failed to provide adequate explanation or justification. CEOs' exceptions, pp. 8-9.

In their exceptions, EIBC/IEI/AEE contend that the ALJ's finding that the company's straw proposal complies with the Commission's directive in Case No. U-20836 ignores the record evidence in this case, the U.S. Department of Energy's (DOE's) definition of community solar, and "simple logic." EIBC/IEI/AEE's exceptions, p. 10. EIBC/IEI/AEE largely repeat their testimony that the proposal from DTE Electric is a repackaged model that is already available to customers under PURPA and argues that it is unreasonable to find such a proposal complies with the Commission's previous directive. EIBC/IEI/AEE urge the Commission to reject the PFD and adopt the recommendations from EIBC/IEI/AEE and other intervenors. *Id.*, pp. 10-11. With respect to the ALJ's adoption of the Staff's recommendations for community solar, EIBC/IEI/AEE

state that the ALJ failed to explain how these recommendations would be imposed on third-party PURPA qualified facilities not subject to the Commission’s jurisdiction even when framed as customer protections as suggested by the Staff. *Id.*, pp. 11-12.

In its replies to exceptions, the CEOs note that DTE Electric did not meaningfully address the community solar straw proposal in its exceptions and reiterate that the community solar proposal should include on-bill crediting and should have the same compensation rate as the DG outflow tariff. CEOs’ replies to exceptions, p. 1.

The Staff maintains that the ALJ was correct to find that the company’s straw proposal complied with the Commission’s directive in Case No. U-20836. The Staff also contends that EIBC/IEI/AEE and the CEOs ignore alternative avenues to community solar, the fact that third-party ownership and on-bill crediting are not required for community solar, and that there are diverse forms of community solar. The Staff points to its position in Consumers’ 2023 electric rate case, Case No. U-21389, where the Staff contended that ““a target without knowing the costs of the program would be unreasonable, because the compensation may have to be subsidized by non-participating customers.”” Staff’s replies to exceptions, p. 3 (quoting Staff’s initial brief in Case No. U-21389, filing #U-21389-0364, p. 134). Thus, the Staff states that the program and compensation should be designed first with any potential bill savings following as a result because “[a]ny predetermined bill savings target or assumption of what adequate compensation quantitatively is, absent a fully vetted analysis of grid benefits, would create a situation where the value of the community solar to the system and the subsequent compensation are mismatched.” Staff’s replies to exceptions, p. 4.

Next, the Staff disagrees with EIBC/IEI/AEE’s contention that the Staff’s customer protection recommendations cannot be legally imposed. However, if the Commission agrees with

EIBC/IEI/AEE, the Staff recommends an alternative for energy and capacity for community solar projects to be purchased by the regulated utility. *Id.*, pp. 5-6. The Staff then asks the Commission to reject the CEOs' and GLREA's claims of system benefits and savings resulting from community solar that were not substantiated with evidence on the record. *Id.*, pp. 8-10. Lastly, the Staff disagrees with the CEOs' argument that the company's proposal results in benefits that flow back to the company; rather, the Staff states that, absent a full analysis of system benefits, such assertions are speculative. Further, the Staff argues that the CEOs' argument rests on the presumption that community solar is required by the VGP statute, which the Staff states is not the case. *Id.*, p. 11.

DTE Electric, in its replies to exceptions, responds to EIBC/IEI/AEE's assertion that the straw proposal accrues savings to the company rather than customers. Per the company, this is not accurate and EIBC/IEI/AEE's proposal would result in subsidization by non-participating customers. DTE Electric repeats the mechanics of its community solar framework and how this framework protects non-participating customers from shouldering those costs. DTE Electric's replies to exceptions, pp. 8-9. Next, contrary to the CEOs' assertion that the proposal is noncompliant with the Commission's directive, DTE Electric repeats its position that the straw proposal meets the Commission's directive and states that any implication that the directive required the company to incorporate the Staff's and all intervenors' proposals in Case No. U-20836 is inaccurate. *Id.*, pp. 9-10 (citing November 18 order, p. 456).

As an initial matter, the Commission agrees with the ALJ that DTE Electric complied with the Commission's previous directive to file a straw proposal for a community solar program in this docket. The Commission agrees with the Staff that there is not one model for community solar in that, absent any controlling statutory requirements, a viable community solar option does not

require third-party ownership and on-bill crediting and that Section 61 does not mandate the inclusion of a community solar option. That being said, the Commission finds concerning that DTE Electric's straw proposal in this case has drawn significant criticism from the parties regarding the proposal itself as well as the process by which it was developed. *See*, 2 Tr 138-139, 146-157, 249-260, 270-274, 361-379. DTE Electric seems to understand the shortcomings of the process as well given its testimony that the Low-Income Solar Council has failed to identify potential build sites and establish partners to facilitate fundraising. *See*, 2 Tr 60.

In the November 18 order, the Commission directed DTE Electric to file a straw proposal for community solar. At the time that order was issued, a partial settlement agreement was in effect that had resolved, in part, DTE Electric's most recent VGP case, Case Nos. U-20713 *et al.* and was approved by the Commission in the June 9 order. In that settlement agreement, DTE Electric had agreed to implement the Low-Income Solar Pilot that has been discussed at length in the instant case. The partial settlement agreement set out a list of commitments dictating the terms of the pilot including bill crediting. While the Commission accepts DTE Electric's straw proposal in the instant case as a mere starting point, the Commission directs DTE Electric's attention to the terms committed to in the partial settlement agreement, namely the terms set forth under paragraph 10.4.7 pertaining to on-bill crediting. The Commission finds that the current straw proposal has not incorporated the on-bill crediting that was agreed to in the partial settlement agreement and therefore, directs DTE Electric to revise its straw proposal in its next VGP proceeding to align with the terms of the partial settlement agreement. Further, the Commission encourages DTE Electric to improve upon its collaborative process with the parties in this case and demonstrate within its next straw proposal how the company incorporated intervenor feedback in developing its revision and how it intends to consider other ownership models after the conclusion

of its community solar pilot, as stated in paragraph 10.4.5 in the Case Nos. U-20713 *et al.* partial settlement agreement.

Lastly, the Commission notes that DTE Electric's exceptions were insufficient on this issue as the company asked for approval in its request for relief but otherwise did not provide further support or reasoned discussion of the evidence and law applicable to this matter or include the specific findings of fact and conclusions of law to which the company takes exception. *See*, Mich Admin Code, R 792.10435 (providing the legal standard for exceptions to a PFD).

#### 5. Voluntary Green Pricing Program Report Filing

DTE Electric requested that the frequency of its VGP report filing be changed from twice per year to an annual filing on August 31. Citing the maturity of the company's programs, the Staff supported the change. Staff's initial brief, p. 7. GLREA did not object but asked that if a waitlist is implemented for MIGreenPower, the company be required to submit monthly or quarterly updates that include the number of customers on the waitlist and the length of time the customer has been waiting. 2 Tr 323.

The ALJ found the company's request to be reasonable but recommended that, when there is a waitlist for the MIGreenPower program, the Commission require DTE Electric to submit biannual updates. The ALJ added that a similar update should be filed for waitlisted DG customers seeking to sell RECs and that the updates should include the number of customers, the average wait time, and the longest wait time. PFD, p. 53.

No exceptions were filed on this issue.

The Commission agrees with the ALJ that the company's request is reasonable and therefore, approves the company's request to file its VGP report on an annual basis on August 31. Given that the Commission has found that a waitlist would effectively violate Section 61, the

Commission finds the ALJ's recommendation for directing the company to file biannually when utilizing a waitlist to be moot. Similarly, given the Commission's decision regarding the purchase of RECs discussed above, the ALJ's recommendation for a biannual filing when there is a waitlist of DG customers is also moot.

#### 6. Customer-Requested Offering

In their exceptions, EIBC/IEI/AEE contend that the ALJ failed to address EIBC/IEI/AEE's concerns regarding the company's customer-requested offering. EIBC/IEI/AEE point to its testimony and briefing on the issue stating that DTE Electric's customer-requested offering allows the company to perform an "end-run around the Commission's competitive bidding Guidelines[.]" EIBC/IEI/AEE's exceptions, p. 9. EIBC/IEI/AEE ask the Commission to require DTE Electric to follow the competitive bidding guidelines and use an independent administrator for this program on a prospective basis. *Id.*, p. 10; *see also*, 2 Tr 410.

In replies to exceptions, DTE Electric disagrees with EIBC/IEI/AEE that the ALJ failed to consider issues relative to using PPAs and third-party build-transfer agreements for customer-requested projects. The company contends that these issues have been addressed and resolved in the partial settlement agreement in Case Nos. U-20713 *et al.*, which the Commission approved in the June 9 order in that case.

In the partial settlement agreement filed on March 14, 2024, DTE Electric and EIBC/IEI/AEE came to an agreement that resolved the customer-requested offering as follows, in relevant part:

1. Subject to satisfaction of the requirements set forth in Section 5 below, DTE Electric agrees that, for special contracts entered into as part of the Customer Requested Offering under Sections 9.1.1 and 9.1.2 of the Settlement Agreement approved in Case No. U-20713/U-20851, including those for Ford Motor Company and Stellantis N.V. (collectively, the "Special Contracts"), it will target the acquisition of a minimum of 50% of the capacity required to fulfill each Special Contract through build transfer agreements ("BTAs") with unaffiliated third parties (the "50% Requirement"). The Company shall not be required to issue more than

one RFP per Special Contract, nor shall the Company be required to continue to issue RFPs to satisfy Special Contracts under this agreement if two consecutive build transfer RFPs issued to satisfy Special Contracts fail to yield contracted projects.

2. In acquiring the renewable energy resources for the Special Contracts, the Company will comply with the Michigan Public Service Commission's Competitive Procurement Guidelines for Rate Regulated Electric Utilities (Not for Public Utility Regulatory Policies Act ("PURPA")) as it pertains to use of an Independent Monitor ("IM"), and as set forth in paragraph 9 of the settlement agreement approved in Case No. U-21193, subject to the following exceptions:

a. The IM and DTE Electric will not hold a stakeholder information/feedback session before final publication of the RFP. Rather, a meeting with [Commission] Staff will be held prior to final publication of the RFP, and a post-RFP publication discussion will be held at least 30 days prior to the cut-off for submission of bids with interested potential respondents to address requests for information.

b. All Long-term Resources will not be considered, as the RFP will be limited to build-transfer agreements only. As such, provisions of the of the Michigan Public Service Commission's Competitive Procurement Guidelines for Rate Regulated Electric Utilities (Not for Public Utility Regulatory Policies Act ("PURPA")) which pertain to neutral technology and PPAs are not applicable).

3. Notwithstanding anything to the contrary in Sections 1 or 2 above, the 50% Requirement shall not apply on an individual basis to Special Contracts that require less than 150 MW of new capacity. In the case of such Special Contracts, DTE Electric will instead make commercially reasonable efforts to ensure that at least 50% of the capacity required for such Special Contracts in the aggregate over a rolling two-year period beginning calendar year 2024 is procured through BTAs with unaffiliated third parties. To the extent that DTE Electric acquires any new capacity to fulfill Special Contracts that require less than 150 MW of new capacity in any given year or partial year, as applicable, DTE Electric will include a line item in the reports it files bi-annually or annually, as applicable, in Docket No. U-18352, showing the capacity acquired to fulfill such Special Contracts during the past year and the amount of such capacity acquired through BTAs. If DTE Electric does not acquire any new capacity to fulfill such Special Contracts in any given year or partial year, as applicable, it shall include a statement to that effect in the report covering such year or partial year.

4. Notwithstanding the 50% Requirement and notwithstanding anything else to the contrary in Sections 1 or 2, the Company will have the discretion, but not the obligation, to acquire a higher percentage of capacity from third-party BTAs in any given solicitation in order to meet the desired capacity in such solicitation. In the

case of Special Contracts that require less than 150 MW of new capacity, notwithstanding anything to the contrary in Section 3, the Company will have the discretion, but not the obligation, to acquire a higher percentage of capacity from third-party BTAs in the aggregate over a rolling two-year period beginning calendar year 2024.

5. Third-party bids submitted to fulfill the Special Contract renewable energy resource requirements must conform to the terms of the respective Special Contract, including but not limited to pricing and commercial operation date. Third-party bids submitted must meet all requirements of the RFP.

Case No. U-21172, filing #U-21172-0123, pp. 2-4.<sup>7</sup>

The Staff filed a timely objection to the partial settlement agreement asking the Commission to reject the partial settlement agreement on the grounds that the agreement is not in the public interest because an agreement between the utility and a specific developer does not represent the public interest. Staff's objections, pp. 1-2. The Staff also asserts that the proposed agreement violates the terms of the settlement agreement that resolved the company's IRP in Case No. U-21193 and the partial settlement agreement in DTE Electric's previous VGP proceeding, Case Nos. U-20713 *et al.* The Staff contends that paragraph 1 of the proposed agreement requiring 50% of the customer-requested capacity to be sourced from BTAs with unaffiliated third parties must specify that this comes from the company-owned portion of capacity. Without this specification, the Staff states that the proposed agreement "abrogates the ownership agreement for all resources in the Company's overall resource portfolio in [the Case No. U-21193 settlement agreement]." Staff's objections, pp. 2-4. The Staff explains that MCL 460.6t does not exclude VGP resources from the overall resource portfolio and, therefore, the proposed settlement

---

<sup>7</sup> The partial settlement agreement was not paginated. Therefore, the Commission refers to the pages in natural order beginning with the first page following the cover page.

agreement must preserve the ownership scheme achieved in the Case No. U-21193 settlement agreement. Staff's objections, p. 2.

The Staff also argues that the proposed agreement fails to acknowledge the role of an independent monitor which was negotiated in Case Nos. U-21193 and U-20713 *et al.* Lastly, the Staff contends that the proposed agreement also ignores the specific allocation of renewables for the company's proposed course of action through 2030 and for additional renewables as well as the scoring and ranking scheme of bids agreed to in Case No. U-21193. Staff's objections, pp. 3-4. The Staff requests that the Commission reject the proposed partial settlement agreement or, in the alternative, clarify that the ownership split for renewable assets agreed to in Case No. U-21193 remains intact. *Id.*, p. 5.

DTE Electric and EIBC/IEI/AEE each filed a response to the Staff's objections on April 4, 2024. In its response, DTE Electric contends that the public interest is adequately represented by the parties signing on to the partial settlement agreement and argues that DTE Electric and EIBC/IEI/AEE were the only parties to address the customer-requested offering issue on this record. DTE Electric disputes that the failure of the settlement agreement to specify that the minimum 50% acquisition target will come from the company-owned portion of the capacity to fulfill customer-requested contracts nullifies the public interest achieved by the agreement. Rather, DTE Electric contends that the Staff's addition is a new requirement unsupported by this case. DTE Electric's response, pp. 1-3. Further, DTE Electric states that the proposed partial settlement agreement in this case and the settlement agreements in Case Nos. U-21193 and U-20713 *et al.* can each stand on their own and do not conflict with one another. According to DTE Electric:

The Company can comply with the ownership allocations in the [Case No.] U-21193 Settlement Agreement while separately fulfilling the renewable energy

requests of some of its largest customers under the structure set forth in the [Case Nos.] U-20713/U-20851 Settlement Agreement. The Proposed Partial Settlement Agreement adds certain requirements to the [Case Nos.] U-20713/U-20851 Settlement Agreement with respect to customer-requested offerings, but the terms of the [Case No.] U-21193 Settlement Agreement are unaffected and are wholly irrelevant to the Commission's evaluation of the Proposed Partial Settlement Agreement.

DTE Electric's response, p. 4.

EIBC/IEI/AEE, in response, recall their testimony expressing concerns with the customer-requested offering and contend that the proposed partial settlement agreement narrowly addresses the means by which DTE Electric must procure at least a portion of the capacity to serve these special contracts and does not implicate the terms of the settlement agreements in Case Nos. U-21193 or U-20713 *et al.* EIBC/IEI/AEE maintain that the public interest is adequately represented by the parties and lists the members to EIBC/IEI/AEE and their roles in various industries. Next, EIBC/IEI/AEE dispute the Staff's assertion that the partial settlement agreement allows DTE Electric to own all customer-requested projects arguing that there is no such term in the proposed agreement. Per EIBC/IEI/AEE, the proposed agreement states as follows:

that at least 50% must be acquired through build-transfer agreements ("BTAs") with unaffiliated third parties. While this requirement arguably secures at least 50% of [customer-requested offering] capacity for projects that will ultimately be Company-owned, this percentage is below the proportion of new renewable capacity the Company is permitted to own under the settlement approved in Case No. U-21193, and the Partial Settlement nowhere states any agreement between the parties that the balance of projects acquired to support the [customer-requested offering] will or must be Company-owned. The ownership of the up to 50% remaining after accounting for BTAs is simply not addressed or resolved in this Partial Settlement.

EIBC/IEI/AEE's response, p. 5.

EIBC/IEI/AEE also state that the parties were unable to reach an agreement regarding the independent administrator requirement in the Case No. U-21193 settlement agreement and therefore, it cannot be referenced in the instant proposed settlement agreement. Speaking to Case

Nos. U-20713 *et al.*, EIBC/IEI/AEE state that the competitive bidding guidelines applicable to customer-requested offerings were not clear, and thus, the instant proposed agreement improves upon the agreement reached in that case. EIBC/IEI/AEE's response, p. 6. Lastly, EIBC/IEI/AEE assert that the instant settlement agreement is "exceedingly narrow" and does not impact the allocation of capacity ownership set out in the Case No. U-21193 settlement agreement. EIBC/IEI/AEE's response, p. 7. EIBC/IEI/AEE insist that they have "consistently and doggedly maintained" their position regarding the necessity and value of PPA and would not support a settlement that would undermine the settlement in Case No. U-21193, which they helped negotiate. *Id.*

Pursuant to Mich Admin Code, R 792.10431, the Commission refers the matter of the partial settlement agreement and the Staff's objection thereto to the ALJ for an evidentiary hearing on the contested partial settlement agreement. The Commission defers to the ALJ to determine the schedule for the hearing. Upon conclusion of the hearing, the ALJ shall transmit the matter back to the Commission for a final decision on this issue.

THEREFORE, IT IS ORDERED that:

A. The application filed by DTE Electric Company for approval of its voluntary green pricing program is approved with the exception of the customer-requested offering issue, as described in this order.

B. Within 30 days from the date of this order, DTE Electric Company shall file with the Commission tariff sheets reflecting the changes to the voluntary green pricing program, Rider No. 17, and Rider No. 19, consistent with this order. After the tariff sheets have been reviewed and accepted by the Commission Staff for inclusion in the company's tariff book, DTE Electric Company shall promptly file the tariff sheets in this docket and serve all parties the same.

C. Within 60 days from the date of this order, DTE Electric Company shall conduct an outreach session regarding the purchase of renewable energy credits from distributed generation customers, as discussed in this order. DTE Electric Company shall include a new proposal for the purchase of renewable energy credits from distributed generation customers that comports with Public Act 235 of 2023, in its next voluntary green pricing program case, Case No. U-21375, the application for which is due not later than September 23, 2024, as described in this order.

D. The matter of the customer-requested offering issue addressed in the partial settlement agreement is referred to the Administrative Law Judge for a hearing allowing the objecting party to present evidence and arguments in opposition to the partial settlement agreement. The Commission defers to the Administrative Law Judge regarding the scheduling of the hearing. Upon the conclusion of the hearing, the Administrative Law Judge shall transmit this matter back to the Commission for a final decision on this issue.

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. To comply with the Michigan Rules of Court's requirement to notify the Commission of an appeal, appellants shall send required notices to both the Commission's Executive Secretary and to the Commission's Legal Counsel. Electronic notifications should be sent to the Executive Secretary at [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov) and to the Michigan Department of Attorney General - Public Service Division at [pungp1@michigan.gov](mailto:pungp1@michigan.gov). In lieu of electronic submissions, paper copies of such notifications may be sent to the Executive Secretary and the Attorney General - Public Service Division at 7109 W. Saginaw Hwy., Lansing, MI 48917.

MICHIGAN PUBLIC SERVICE COMMISSION

---

Daniel C. Scripps, Chair

---

Katherine L. Peretick, Commissioner

---

Alessandra R. Carreon, Commissioner

By its action of April 25, 2024.

---

Lisa Felice, Executive Secretary


# PROOF OF SERVICE

STATE OF MICHIGAN )

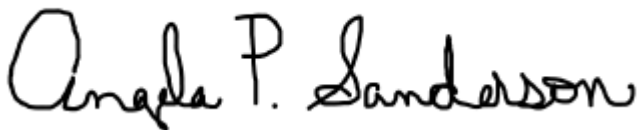
Case No. U-21172

County of Ingham )

Brianna Brown being duly sworn, deposes and says that on April 25, 2024 A.D. she electronically notified the attached list of this **Commission Order via e-mail transmission**, to the persons as shown on the attached service list (Listserv Distribution List).

  
Brianna Brown

Subscribed and sworn to before me  
this 25<sup>th</sup> day of April 2024.



Angela P. Sanderson  
Notary Public, Shiawassee County, Michigan  
As acting in Eaton County  
My Commission Expires: May 21, 2024

**Service List for Case: U-21172**

<b>Name</b>	<b>On Behalf Of</b>	<b>Email Address</b>
Amit T. Singh	MPSC Staff	singha9@michigan.gov
Brian W. Coyer	Great Lakes Renewable Energy Association (GLREA)	bwcoyer@publiclawresourcecenter.com
Daniel H.B. Abrams	Environmental Law & Policy Center (ELPC)	dabrams@elpc.org
Don L. Keskey	Great Lakes Renewable Energy Association (GLREA)	donkeskey@publiclawresourcecenter.com
DTE Electric Company	DTE Electric Company	mpscfilings@dteenergy.com
Justin K. Ooms	Advanced Energy Economy	jooms@potomaclaw.com
Justin K. Ooms	Michigan Energy Innovation Business Council (MIEIBC)	jooms@potomaclaw.com
Justin K. Ooms	Institute for Energy Innovation	jooms@potomaclaw.com
Laura A. Chappelle	Michigan Energy Innovation Business Council (MIEIBC)	lchappelle@potomaclaw.com
Laura A. Chappelle	Advanced Energy Economy	lchappelle@potomaclaw.com
Laura A. Chappelle	Institute for Energy Innovation	lchappelle@potomaclaw.com
Lauren A. Stenger	DTE Electric Company	lauren.stenger@dteenergy.com
Lesley C. Fairrow	ALJs - MPSC	fairrowl1@michigan.gov
Mark N. Templeton	Soulardarity	templeton@uchicago.edu
Mark N. Templeton	We Want Green, Too	templeton@uchicago.edu
Nicholas J. Schroeck	Vote Solar	schroenj@udmercy.edu
Nicholas J. Schroeck	The Ecology Center	schroenj@udmercy.edu
Paula Johnson-Bacon	DTE Electric Company	paula.bacon@dteenergy.com
Timothy J. Lundgren	Advanced Energy Economy	tlundgren@potomaclaw.com
Timothy J. Lundgren	Michigan Energy Innovation Business Council (MIEIBC)	tlundgren@potomaclaw.com
Timothy J. Lundgren	Institute for Energy Innovation	tlundgren@potomaclaw.com
Valerie J.M. Brader	City of Ann Arbor	valerie@rivenoaklaw.com
Valerie R. Jackson	City of Ann Arbor	valeriejackson@rivenoaklaw.com

## GEMOTION DISTRIBUTION SERVICE LIST

<a href="mailto:kabraham@mpower.org">kabraham@mpower.org</a>	Abraham, Katie - MMEA
<a href="mailto:mkuchera@AEPENERGY.COM">mkuchera@AEPENERGY.COM</a>	AEP Energy
<a href="mailto:mfurmanski@algerdelta.com">mfurmanski@algerdelta.com</a>	Alger Delta Cooperative
<a href="mailto:kd@alpenapower.com">kd@alpenapower.com</a>	Alpena Power
<a href="mailto:kerrmann@atcllc.com">kerrmann@atcllc.com</a>	American Transmission Company
<a href="mailto:acotter@atcllc.com">acotter@atcllc.com</a>	American Transmission Company
<a href="mailto:cityelectric@BAYCITYMI.ORG">cityelectric@BAYCITYMI.ORG</a>	Bay City Electric Light & Power
<a href="mailto:rbishop@BISHOPENERGY.COM">rbishop@BISHOPENERGY.COM</a>	Bishop Energy
<a href="mailto:braukerL@MICHIGAN.GOV">braukerL@MICHIGAN.GOV</a>	Brauker, Linda
<a href="mailto:cherie.fuller@bp.com">cherie.fuller@bp.com</a>	bp Energy Retail Company, LLC
<a href="mailto:greg.bass@calpinesolutions.com">greg.bass@calpinesolutions.com</a>	Calpine Energy Solutions
<a href="mailto:lchappelle@potomaclaw.com">lchappelle@potomaclaw.com</a>	Chappelle, Laura
<a href="mailto:rjohnson@cherrylandelectric.coop">rjohnson@cherrylandelectric.coop</a>	Cherryland Electric Cooperative
<a href="mailto:frucheyb@DTEENERGY.COM">frucheyb@DTEENERGY.COM</a>	Citizens Gas Fuel Company
<a href="mailto:crystalfallsmgr@HOTMAIL.COM">crystalfallsmgr@HOTMAIL.COM</a>	City of Crystal Falls
<a href="mailto:gpirkola@escanaba.org">gpirkola@escanaba.org</a>	City of Escanaba
<a href="mailto:mpolega@GLADSTONEMI.COM">mpolega@GLADSTONEMI.COM</a>	City of Gladstone
<a href="mailto:ttarkiewicz@CITYOFMARSHALL.COM">ttarkiewicz@CITYOFMARSHALL.COM</a>	City of Marshall
<a href="mailto:ElectricDept@PORTLAND-MICHIGAN.ORG">ElectricDept@PORTLAND-MICHIGAN.ORG</a>	City of Portland
<a href="mailto:cwilson@cloverland.com">cwilson@cloverland.com</a>	Cloverland
<a href="mailto:mheise@cloverland.com">mheise@cloverland.com</a>	Cloverland
<a href="mailto:todd.mortimer@CMSENERGY.COM">todd.mortimer@CMSENERGY.COM</a>	CMS Energy
<a href="mailto:sarah.jorgensen@cmsenergy.com">sarah.jorgensen@cmsenergy.com</a>	Consumers Energy Company
<a href="mailto:Michael.torrey@cmsenergy.com">Michael.torrey@cmsenergy.com</a>	Consumers Energy Company
<a href="mailto:CANDACE.GONZALES@cmsenergy.com">CANDACE.GONZALES@cmsenergy.com</a>	Consumers Energy Company
<a href="mailto:mpsc.filings@CMSENERGY.COM">mpsc.filings@CMSENERGY.COM</a>	Consumers Energy Company
<a href="mailto:mpsc.filings@CMSENERGY.COM">mpsc.filings@CMSENERGY.COM</a>	Consumers Energy Company
<a href="mailto:david.fein@CONSTELLATION.COM">david.fein@CONSTELLATION.COM</a>	Constellation Energy
<a href="mailto:kate.stanley@CONSTELLATION.COM">kate.stanley@CONSTELLATION.COM</a>	Constellation Energy
<a href="mailto:kate.fleche@CONSTELLATION.COM">kate.fleche@CONSTELLATION.COM</a>	Constellation New Energy
<a href="mailto:lpage@dickinsonwright.com">lpage@dickinsonwright.com</a>	Dickinson Wright
<a href="mailto:info@dillonpower.com">info@dillonpower.com</a>	Dillon Power, LLC
<a href="mailto:Neal.fitch@nrg.com">Neal.fitch@nrg.com</a>	Direct Energy
<a href="mailto:Kara.briggs@nrg.com">Kara.briggs@nrg.com</a>	Direct Energy
<a href="mailto:Ryan.harwell@nrg.com">Ryan.harwell@nrg.com</a>	Direct Energy
<a href="mailto:mpscfilings@DTEENERGY.COM">mpscfilings@DTEENERGY.COM</a>	DTE Energy
<a href="mailto:adella.crozier@dteenergy.com">adella.crozier@dteenergy.com</a>	DTE Energy
<a href="mailto:karen.vucinaj@dteenergy.com">karen.vucinaj@dteenergy.com</a>	DTE Energy
<a href="mailto:customerservice@eligoenergy.com">customerservice@eligoenergy.com</a>	Eligo Energy MI, LLC
<a href="mailto:ftravaglione@energyharbor.com">ftravaglione@energyharbor.com</a>	Energy Harbor
<a href="mailto:rfawaz@energyintl.com">rfawaz@energyintl.com</a>	Energy International Power Marketing d/b/a PowerOne
<a href="mailto:sejackinchuk@varnumlaw.com">sejackinchuk@varnumlaw.com</a>	Energy Michigan
<a href="mailto:customer care@plymouthenergy.com">customer care@plymouthenergy.com</a>	ENGIE Gas & Power f/k/a Plymouth Energy

## GEMOTION DISTRIBUTION SERVICE LIST

<a href="mailto:felice@michigan.gov">felice@michigan.gov</a>	Felice, Lisa
<a href="mailto:bgorman@firstenergycorp.com">bgorman@firstenergycorp.com</a>	First Energy
<a href="mailto:phil@allendaleheating.com">phil@allendaleheating.com</a>	Forner, Phil
<a href="mailto:dburks@glenergy.com">dburks@glenergy.com</a>	Great Lakes Energy
<a href="mailto:slamp@glenergy.com">slamp@glenergy.com</a>	Great Lakes Energy Cooperative
<a href="mailto:sculver@glenergy.com">sculver@glenergy.com</a>	Great Lakes Energy Cooperative
<a href="mailto:lgustafson@cmsenergy.com">lgustafson@cmsenergy.com</a>	Gustafson, Lisa
<a href="mailto:jhammel@hillsdalebpu.com">jhammel@hillsdalebpu.com</a>	Hillsdale Board of Public Utilities
<a href="mailto:coneill@homeworks.org">coneill@homeworks.org</a>	HomeWorks Tri-County Electric Cooperative
<a href="mailto:psimmer@homeworks.org">psimmer@homeworks.org</a>	HomeWorks Tri-County Electric Cooperative
<a href="mailto:mgobrien@aep.com">mgobrien@aep.com</a>	Indiana Michigan Power Company
<a href="mailto:dan@megautilities.org">dan@megautilities.org</a>	Integrays Group
<a href="mailto:daustin@igsenergy.com">daustin@igsenergy.com</a>	Interstate Gas Supply Inc
<a href="mailto:general@itctransco.com">general@itctransco.com</a>	ITC Holdings
<a href="mailto:kadarkwa@itctransco.com">kadarkwa@itctransco.com</a>	ITC Holdings
<a href="mailto:jgoodman@commerceenergy.com">jgoodman@commerceenergy.com</a>	Just Energy Solutions
<a href="mailto:krichel@dlib.info">krichel@dlib.info</a>	Krichel, Thomas
<a href="mailto:dbodine@libertypowercorp.com">dbodine@libertypowercorp.com</a>	Liberty Power
<a href="mailto:ham557@gmail.com">ham557@gmail.com</a>	Lowell S.
<a href="mailto:tlundgren@potomaclaw.com">tlundgren@potomaclaw.com</a>	Lundgren, Timothy
<a href="mailto:jreynolds@mblp.org">jreynolds@mblp.org</a>	Marquette Board of Light & Power
<a href="mailto:suzy@megautilities.org">suzy@megautilities.org</a>	MEGA
<a href="mailto:dan@megautilities.org">dan@megautilities.org</a>	MEGA
<a href="mailto:mmann@usgande.com">mmann@usgande.com</a>	Michigan Gas & Electric
<a href="mailto:shannon.burzycki@wecenergygroup.com">shannon.burzycki@wecenergygroup.com</a>	Michigan Gas Utilities Corporation
<a href="mailto:mrzwiars@integraysgroup.com">mrzwiars@integraysgroup.com</a>	Michigan Gas Utilities/Upper Penn Power/Wisconsin
<a href="mailto:kabraham@mpower.org">kabraham@mpower.org</a>	Michigan Public Power Agency
<a href="mailto:JHDillavou@midamericanenergyservices.com">JHDillavou@midamericanenergyservices.com</a>	MidAmerican Energy Services, LLC
<a href="mailto:JCAItmayer@midamericanenergyservices.com">JCAItmayer@midamericanenergyservices.com</a>	MidAmerican Energy Services, LLC
<a href="mailto:LMLann@midamericanenergyservices.com">LMLann@midamericanenergyservices.com</a>	MidAmerican Energy Services, LLC
<a href="mailto:dave.allen@teammidwest.com">dave.allen@teammidwest.com</a>	Midwest Energy Cooperative
<a href="mailto:bob.hance@teammidwest.com">bob.hance@teammidwest.com</a>	Midwest Energy Cooperative
<a href="mailto:kerri.wade@teammidwest.com">kerri.wade@teammidwest.com</a>	Midwest Energy Cooperative
<a href="mailto:Marie-Rose.Gatete@teammidwest.com">Marie-Rose.Gatete@teammidwest.com</a>	Midwest Energy Cooperative
<a href="mailto:meghan.tarver@teammidwest.com">meghan.tarver@teammidwest.com</a>	Midwest Energy Cooperative
<a href="mailto:d.motley@comcast.net">d.motley@comcast.net</a>	Motley, Doug
<a href="mailto:rarchiba@fosteroil.com">rarchiba@fosteroil.com</a>	My Choice Energy
<a href="mailto:customerservice@nordicenergy-us.com">customerservice@nordicenergy-us.com</a>	Nordic Energy Services, LLC
<a href="mailto:karl.j.hoesly@xcelenergy.com">karl.j.hoesly@xcelenergy.com</a>	Northern States Power
<a href="mailto:esoumis@ontorea.com">esoumis@ontorea.com</a>	Ontonagon County Rural Elec
<a href="mailto:mpauley@granger.net">mpauley@granger.net</a>	Pauley, Marc
<a href="mailto:mmpeck@fischerfranklin.com">mmpeck@fischerfranklin.com</a>	Peck, Matthew
<a href="mailto:bschlansker@premierenergyllc.com">bschlansker@premierenergyllc.com</a>	Premier Energy Marketing LLC

## GEMOTION DISTRIBUTION SERVICE LIST

[MVanschoten@pieg.com](mailto:MVanschoten@pieg.com)

[aberg@pieg.com](mailto:aberg@pieg.com)

[johnbistranin@realgy.com](mailto:johnbistranin@realgy.com)

[BusinessOffice@REALGY.COM](mailto:BusinessOffice@REALGY.COM)

[mvorabout@ses4energy.com](mailto:mvorabout@ses4energy.com)

[rabaey@SES4ENERGY.COM](mailto:rabaey@SES4ENERGY.COM)

[cborr@WPSCI.COM](mailto:cborr@WPSCI.COM)

[kmarklein@STEPHENSON-MI.COM](mailto:kmarklein@STEPHENSON-MI.COM)

[kay8643990@YAHOO.COM](mailto:kay8643990@YAHOO.COM)

[regulatory@texasretailenergy.com](mailto:regulatory@texasretailenergy.com)

[bessenmacher@tecmi.coop](mailto:bessenmacher@tecmi.coop)

[James.Beyer@wecenergygroup.com](mailto:James.Beyer@wecenergygroup.com)

[Richard.Stasik@wecenergygroup.com](mailto:Richard.Stasik@wecenergygroup.com)

[jlarsen@upppo.com](mailto:jlarsen@upppo.com)

[estocking@upppo.com](mailto:estocking@upppo.com)

[vobmgr@UP.NET](mailto:vobmgr@UP.NET)

[info@VILLAGEOFCLINTON.ORG](mailto:info@VILLAGEOFCLINTON.ORG)

[jeinstein@volunteerenergy.com](mailto:jeinstein@volunteerenergy.com)

[leew@WVPA.COM](mailto:leew@WVPA.COM)

[tking@WPSCI.COM](mailto:tking@WPSCI.COM)

[Amanda@misostates.org](mailto:Amanda@misostates.org)

[Deborah.e.erwin@xcelenergy.com](mailto:Deborah.e.erwin@xcelenergy.com)

[Michelle.Schlosser@xcelenergy.com](mailto:Michelle.Schlosser@xcelenergy.com)

Presque Isle Electric & Gas Cooperative, INC

Presque Isle Electric & Gas Cooperative, INC

Realgy Corp.

Realgy Energy Services

Santana Energy

Santana Energy

Spartan Renewable Energy, Inc. (Wolverine Power Marketing Corp)

Stephenson Utilities Department

Superior Energy Company

Texas Retail Energy, LLC

Thumb Electric Cooperative

Upper Michigan Energy Resources Corporation

Upper Michigan Energy Resources Corporation

Upper Peninsula Power Company

Upper Peninsula Power Company

Village of Baraga

Village of Clinton

Volunteer Energy Services

Wabash Valley Power

Wolverine Power

Wood, Amanda

Xcel Energy

Xcel Energy