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June 9, 2025

Executive Secretary Lisa Felice  
Michigan Public Service Commission  
7109 West Saginaw Highway  
Post Office Box 30221  
Lansing, MI 48909

**RE: Case No. U-21859**

Executive Secretary Lisa Felice,

Please find attached the following for paperless filing in the above captioned matter:

Rebuttal Testimony of Justin Bieber  
Exhibit DCC-4 (JB-4)  
Proof of Service

Thank you for your consideration.

Sincerely,

/s/ Nikhil Vijaykar  
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CC: Parties to Case No. U-21859

**STATE OF MICHIGAN**

**BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION**

In the matter of the Application of )  
Consumers Energy Company for *Ex* ) Case No. U-21859  
*Parte* Approval of Certain )  
Amendments to Rate GPD )

**REBUTTAL TESTIMONY OF**

**JUSTIN BIEBER**

**ON BEHALF OF**

**THE DATA CENTER COALITION**

**JULY 9, 2025**

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1 **I. INTRODUCTION**

2 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

3 A. My name is Justin Bieber. My business address is 111 E Broadway, Suite 1200,  
4 Salt Lake City, Utah, 84111.

5 **Q. ARE YOU THE SAME JUSTIN BIEBER WHO PRE-FILED DIRECT**  
6 **TESTIMONY IN THIS DOCKET ON BEHALF OF THE DATA CENTER**  
7 **COALITION (“DCC”)?**

8 A. Yes, I am.

9

10 **II. OVERVIEW AND CONCLUSIONS**

11 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS**  
12 **PROCEEDING?**

13 A. My testimony responds to the direct testimony of: Michigan Public Service  
14 Commission Staff (“Staff”) witness David W. Isakson; Michigan Department of  
15 the Attorney General (“AG”) witness Michael W. Deupree; the Association of  
16 Businesses Advocating for Tariff Equality (“ABATE”) witness James R.  
17 Dauphinais; Michigan Energy Innovation and Business Council, the Institute for  
18 Energy Innovation, and Advanced Energy United (“MEIU”) witness John D.  
19 Albers; and Michigan Environmental Council, Natural Resources Defense Council,  
20 Sierra Club and Citizens Utility Board of Michigan (collectively “MNSC”)  
21 witnesses Douglas B. Jester and Caroline Palmer.

1 Q. PLEASE SUMMARIZE YOUR CONCLUSIONS AND  
2 RECOMMENDATIONS.

3 A. I provide the following recommendations and conclusions:

4 • **Applicability:** I support recommendations by Staff witness Mr. Isakson and  
5 MEIU witness Mr. Albers to apply eligibility criteria to large load  
6 customers on a non-discriminatory basis based on their load characteristics.

7 And I recommend that the Commission reject proposals by AG  
8 witness Mr. Deupree, ABATE witness Mr. Dauphinais, and MNSC witness  
9 Ms. Palmer to implement tariff requirements to Consumers Energy  
10 Company's ("Consumers" or "the Company") General Primary Demand  
11 Rate ("Rate GPD") based on the business activity of the customer (i.e., data  
12 centers).

13 Mr. Deupree, Mr. Dauphinais, and Ms. Palmer recommend  
14 provisions that would apply exclusively to large data center loads. However,  
15 none of them provide any legitimate justification for why the proposed  
16 provisions should apply exclusively to data centers based on their specific  
17 end use. As I explained in my direct testimony, and as Staff witness Isakson  
18 recognizes, it is the size of the load—not the type of end use that presents a  
19 unique risk to the Company. As such, there is no valid reason to limit the  
20 application of the proposed provisions solely to any specific type of end use,  
21 such as data centers.

22 • **Cost Allocation:** I recommend that the Commission reject proposals in this  
23 proceeding by AG witness Mr. Deupree, MNSC witness Ms. Palmer, and

1 MNSC witness Mr. Jester, to directly allocate incremental costs of future  
2 system transmission and generation investments and instead consider cost  
3 allocation issues in the context of a general rate case. System transmission  
4 and generation resources will not exclusively be utilized by any new  
5 customer or group of customers and developing different rates for  
6 customers based on when they apply for service is effectively a form of  
7 vintage ratemaking that can potentially lead to fundamentally inequitable  
8 results. Further, to the extent that rates are designed to recover incremental  
9 costs, it would be imperative to ensure that those same loads are not required  
10 to also pay for embedded system costs in a duplicative manner.

- 11 • **Minimum Billing Demand and Minimum Contract Term:** I recommend  
12 that the Commission reject MNSC witness Ms. Palmer's recommendation  
13 for a 90% Minimum Billing Demand and 20-year Minimum Contract Term.  
14 I also recommend that the Commission reject recommendations by Staff  
15 witness Mr. Isakson supporting the Company's proposed 80% Minimum  
16 Billing Demand, and recommendations by Mr. Isakson and AG witness Mr.  
17 Deupree supporting a 15-year Minimum Contract Term.

18 For the reasons I explained in my direct testimony, I continue to  
19 recommend that the Commission adopt a mandatory Minimum Contract  
20 Term for new large loads of 10 years and a monthly Minimum Billing  
21 Demand that is equal to 70% of a large customer's Contract Capacity. As I  
22 will explain below, and in contrast with my direct testimony, none of the

1 other intervening parties have provided any quantitative analysis to support  
2 their recommendations on these terms.

- 3 • **Contract Termination and Capacity Reduction:** As I explain in my direct  
4 testimony, I recommend that Consumers make reasonable efforts to  
5 mitigate any potential adverse impacts that might result from a termination  
6 or reduction to Contract Capacity. And except for a limited one-time  
7 allowance to reduce Contract Capacity by 15%, to the extent that  
8 Consumers is unable to mitigate adverse impacts on other customers  
9 resulting from contract termination or Contract Capacity reduction, then an  
10 Exit Fee should be applied.

11 Given the flexibility for a large load customer to terminate or reduce  
12 capacity without being required to pay an Exit Fee in situations where  
13 Consumers is able to mitigate adverse impacts to other customers, I agree  
14 with the recommendations by Staff witness Mr. Isakson, AG witness Mr.  
15 Deupree, ABATE witness Mr. Dauphinais, and MNSC witness Ms. Palmer  
16 that it would be reasonable for the Commission to evaluate applications for  
17 approval of any contract terminations or capacity reductions *for which the*  
18 *Exit Fee is proposed to be mitigated.* This would provide an opportunity for  
19 the Commission to thoroughly assess and confirm that the proposed  
20 mitigation would, in fact, sufficiently prevent adverse impacts to other  
21 customers. However, to the extent that a large load customer pays an Exit  
22 Fee in order to reduce or terminate contract capacity, then there should not  
23 be a need to seek approval from the Commission.

- 1           • **Contract Extensions:** I recommend that the Commission reject the  
2           proposals by Staff witness Mr. Isakson, AG Witness Mr. Deupree, and  
3           ABATE witness Mr. Dauphinais for evergreen provisions or automatic  
4           contract renewals. Instead, I recommend that customers be allowed to  
5           negotiate contract extensions with the Company based on the unique  
6           circumstances of each contract.

7

8 **III. APPLICABILITY**

9 **Q. WHAT DOES STAFF WITNESS ISAKSON RECOMMEND REGARDING**  
10 **THE APPLICABILITY OF CONSUMERS' PROPOSED LARGE LOAD**  
11 **PROVISIONS?**

12 A. Mr. Isakson recommends that the Company remove the term “Data Center” from  
13 the tariff and make the revised Rate GPD provisions applicable to all new large  
14 load customers with a load greater than or equal to 100 MW.<sup>1</sup>

15 **Q. WHAT JUSTIFICATION DOES MR. ISAKSON PROVIDE TO SUPPORT**  
16 **HIS RECOMMENDATION?**

17 A. According to Mr. Isakson, it is not appropriate to identify data center customers  
18 specifically. He explains that data center loads can be unique in terms of the size of  
19 their load, but that it is the size of the customer, rather than the product or service  
20 produced, that is the unique factor.<sup>2</sup> He further explains that the departure of any

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<sup>1</sup> See Isakson Direct at 19.

<sup>2</sup> *Id.* at 21.

1 load of 100 MW or more could warrant the need for enhanced protections like those  
2 at issue in this case.<sup>3</sup>

3 **Q. WHAT DOES MEIU WITNESS ALBERS RECOMMEND REGARDING**  
4 **THE APPLICABILITY OF CONSUMERS' PROPOSED LARGE LOAD**  
5 **PROVISIONS?**

6 A. Mr. Albers states that while data center customers frequently come to mind when  
7 thinking about new large loads, he recommends against singling them out for  
8 unique treatment. He also recommends that any customer with a load of 25 MW or  
9 greater qualify for any new large load tariff.<sup>4</sup>

10 **Q. WHAT JUSTIFICATION DOES MR. ALBERS PROVIDE TO SUPPORT**  
11 **HIS RECOMMENDATION?**

12 A. Mr. Albers explains that as business technologies evolve, it would be prudent to  
13 have tariff language in place that provides a path for all new customers with certain  
14 characteristics a path for service that may include loads that are larger than  
15 customary. He also notes that most customers currently on Rate GPD have loads  
16 less than 25 MW, which indicates to him that 25 MW is beyond the customary load  
17 that Consumers sees and is a reasonable threshold.<sup>5</sup>

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<sup>3</sup> *Id.* at 22.

<sup>4</sup> Albers Direct at 9.

<sup>5</sup> *Id.* at 9-10.

1 **Q. WHAT DOES AG WITNESS DEUPREE RECOMMEND REGARDING**  
2 **THE APPLICABILITY OF CONSUMERS' PROPOSED LARGE LOAD**  
3 **PROVISIONS?**

4 A. Mr. Deupree recommends that the proposed modifications to Rate GPD be limited  
5 to only data center customers with system demand requirements in excess of 50  
6 MW at a single site or 100 MW in aggregate across multiple locations. He also  
7 recommends that the Company explicitly limit eligibility to only customers who  
8 are expected to maintain at least an 80 percent load factor after initial operations.<sup>6</sup>

9 **Q. WHAT JUSTIFICATION DOES MR. DEUPREE PROVIDE TO SUPPORT**  
10 **HIS RECOMMENDATION?**

11 A. Mr. Deupree expresses concern that the proposed 100 MW size is not sufficient to  
12 protect existing customers.<sup>7</sup> He also expresses confusion that the Company did not  
13 propose any limitations on load factor despite the proposal to apply a Minimum  
14 Billing Demand equal to 80% of Contract Capacity.<sup>8</sup>

15 **Q. DOES MR. DEUPREE PROVIDE ANY JUSTIFICATION FOR WHY THE**  
16 **PROPOSED PROVISIONS SHOULD APPLY EXCLUSIVELY TO DATA**  
17 **CENTERS BASED ON END USE?**

18 A. No. Mr. Deupree's justification for his proposal focuses on customer size and load  
19 factor. Mr. Deupree does not offer any justification for why the proposed provisions  
20 should apply exclusively to data centers based on their specific end use.

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<sup>6</sup> Deupree Direct at 12-13.

<sup>7</sup> *Id.* at 11.

<sup>8</sup> *Id.* at 12.

1 **Q. WHAT DOES ABATE WITNESS DAUPHINAIS RECOMMEND**  
2 **REGARDING THE APPLICABILITY OF CONSUMERS' PROPOSED**  
3 **LARGE LOAD PROVISIONS?**

4 A. Mr. Dauphinais recommends that the Commission should direct Consumers to  
5 establish a separate, standalone rate for new data center loads now, rather than later,  
6 with initial rates, terms, conditions, and applicable riders identical to those of Rate  
7 GPD, but subject to Consumers' proposed "Data Center Provision" as modified by  
8 his recommendations. According to Mr. Dauphinais, Rate GPD should remain  
9 unchanged, except that it should be closed to new large data center load.<sup>9</sup>

10 **Q. WHAT JUSTIFICATION DOES MR. DAUPHINAIS PROVIDE TO**  
11 **SUPPORT HIS RECOMMENDATION?**

12 A. Mr. Dauphinais cites Consumers' assertion that data center customers are unique  
13 because they are extremely large loads that bring more risk than other Rate GPD  
14 customers. He also cites Consumers' statement that data center loads have higher  
15 demands and load factors than typical Rate GPD customers. He further contends  
16 that the influx of new data center load has the potential to overwhelm and  
17 fundamentally reshape the Rate GPD class, making it increasingly reflective of data  
18 center usage rather than the traditional Rate GPD load profile.<sup>10</sup>

19 Mr. Dauphinais asserts that establishing a separate tariff for data center  
20 customers at this stage could offer a comparable interim solution for data centers,  
21 while also providing existing Rate GPD customers with greater certainty—

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<sup>9</sup> Dauphinais Direct at 9.

<sup>10</sup> *Id.* at 8-9.

1 specifically regarding their exposure to intra-class subsidies and the potential  
2 application of enhanced requirements in an unwarranted manner that may otherwise  
3 be imposed in this proceeding.<sup>11</sup>

4 **Q. DOES MR. DAUPHINAIS PROVIDE ANY JUSTIFICATION FOR WHY**  
5 **THE PROPOSED PROVISIONS SHOULD APPLY EXCLUSIVELY TO**  
6 **DATA CENTERS BASED ON END USE?**

7 A. As I explain above, Mr. Dauphinais justifies his recommendation by citing  
8 assertions made by Consumers regarding potential new data center loads and his  
9 claim that new data center loads can fundamentally reshape the Rate GPD class.<sup>12</sup>  
10 He also suggests that it may be unwarranted to apply similar provisions to large  
11 non-data center loads.<sup>13</sup> However, Mr. Dauphinais does not offer any explanation  
12 as to why a prospective non-data center load of similar magnitude would not pose  
13 comparable risks, or have similar impacts, if the anticipated load failed to  
14 materialize as planned.

15 **Q. WOULD CONSUMERS' PROPOSED LARGE LOAD PROVISIONS HAVE**  
16 **THE POTENTIAL TO APPLY TO EXISTING RATE GPD CUSTOMERS?**

17 A. No, the provisions would not apply to existing customers because the Company's  
18 current largest Rate GPD customer is about 28 MW which is less than the proposed  
19 100 MW threshold.<sup>14</sup>

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<sup>11</sup> *Id.* at 10.

<sup>12</sup> *Id.* at 8-9.

<sup>13</sup> *Id.* at 10.

<sup>14</sup> Connolly Direct at 9.

1 **Q. DOES MR. DAUPHINAIS PROVIDE ANY JUSTIFICATION FOR WHY IT**  
2 **MIGHT BE ‘UNWARRANTED’ TO APPLY THE PROPOSED**  
3 **PROVISIONS TO A NEW NON-DATA CENTER CUSTOMER WITH A**  
4 **PROPOSED LOAD GREATER THAN 100 MW?**

5 A. No, he does not.

6 **Q. WHAT DOES MNSC WITNESS PALMER RECOMMEND REGARDING**  
7 **THE APPLICABILITY OF CONSUMERS’ PROPOSED LARGE LOAD**  
8 **PROVISIONS?**

9 A. Ms. Palmer recommends that the Company update eligibility requirements to apply  
10 to data center loads greater than 50 MW with a 75% load factor threshold for  
11 customers below 100 MW.<sup>15</sup> She also recommends that Consumers create a new  
12 rate class as soon as possible.<sup>16</sup>

13 **Q. WHAT JUSTIFICATION DOES MS. PALMER PROVIDE TO SUPPORT**  
14 **HER RECOMMENDATION?**

15 A. Ms. Palmer asserts that a lower demand threshold would capture a broader range of  
16 potential data center customers and limit more of the potential risk.<sup>17</sup> She also  
17 claims that a load factor threshold is reasonable because of the unique load profile  
18 for data centers which require consistent, high levels of demand.<sup>18</sup> Additionally,  
19 she contends that since data center customers can be much larger than existing Rate

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<sup>15</sup> Palmer Direct at. 9.

<sup>16</sup> *Id.* at 11.

<sup>17</sup> *Id.* at 9.

<sup>18</sup> *Id.*

1 GPD customers that there could be cost allocation consequences to current  
2 customers.<sup>19</sup>

3 **Q. DOES MS. PALMER PROVIDE ANY JUSTIFICATION FOR WHY THE**  
4 **PROPOSED PROVISIONS SHOULD APPLY EXCLUSIVELY TO DATA**  
5 **CENTERS BASED ON END USE?**

6 A. No. Ms. Palmer's justification focuses on customer size and load factor. She does  
7 not offer any justification for why the proposed provisions should apply exclusively  
8 to data centers based on their specific end use.

9 **Q. HOW DOES MS. PALMER RECOMMEND THAT CONSUMERS CAN**  
10 **CREATE A NEW RATE CLASS WITHOUT ANY ACTUAL LOAD DATA?**

11 A. Ms. Palmer states that the Company can develop a rate without any load data by  
12 making assumptions about the prospective customer load profile to assign costs in  
13 a cost of service study.<sup>20</sup>

14 **Q. WHAT IS YOUR RESPONSE TO INTERVENOR RECOMMENDATIONS**  
15 **REGARDING THE APPLICABILITY OF LARGE LOAD PROVISIONS?**

16 A. I continue to recommend that the Commission reject proposals to implement Rate  
17 GPD tariff requirements based on the business activity of the customer (i.e., data  
18 centers). And I support Staff witness Mr. Isakson's recommendation to remove the  
19 definition of data center from the tariff and update the availability of the new  
20 provision to apply to all new large load customers with a load greater than or equal  
21 to 100 MW on a non-discriminatory basis. Similarly, I support MEIU witness Mr.

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<sup>19</sup> *Id.* at 9-10.

<sup>20</sup> *Id.* at 10.

1 Albers' recommendation that the tariff should not single out data centers for unique  
2 treatment based on their end use, but rather the tariff language should apply to all  
3 customers with similar characteristics.

4 As I explained in my direct testimony, it is the *size* of the load—not the type  
5 of *end use* that presents a unique risk to the Company. As such, there is no valid  
6 reason to limit the application of the proposed provisions solely to a specific type  
7 of end use like data centers.

8 Further, as I explain above, the intervenor recommendations regarding the  
9 applicability of new large load provisions are justified based on the size and load  
10 factor of prospective new large loads. None of the intervening parties provide any  
11 legitimate justification for why the proposed provisions should apply exclusively  
12 to data centers based on their specific end use.

13 **Q. HOW DO YOU RESPOND TO RECOMMENDATIONS BY MR.**  
14 **DAUPHINAIS AND MS. PALMER TO ORDER CONSUMERS TO**  
15 **CREATE A SEPARATE RATE CLASS FOR DATA CENTER**  
16 **CUSTOMERS?**

17 A. As a threshold matter, as I discuss above, if Consumers does create a new rate class  
18 now or in the future, I recommend that the applicability be based on the size and  
19 load characteristics of customers and not discriminate based on customer end use.

20 I have concerns with Mr. Dauphinais' and Ms. Palmer's proposals to  
21 develop a new rate class in this case. Significant effort and analyses are required to  
22 create a new rate class and develop rates that appropriately reflect the cost of

1 service. Such analyses go well beyond the scope of this current docket and would  
2 be more appropriately considered in the context of a general rate case.

3 Further, the logic behind Ms. Palmer’s recommendation to develop a new  
4 rate class based on assumed data center load runs counter to the underlying premise  
5 that unique protections are required for new large load customers because those  
6 loads might not materialize as planned. The justification for enhanced protections  
7 is to avoid potential risks that would result if new large loads do not materialize as  
8 planned. Yet at the same time, Ms. Palmer recommends that those same planned  
9 loads be used to develop cost allocation and rate design for a new rate class.

10 **Q. ARE THERE ANY EXAMPLES FROM OTHER JURISDICTIONS OF**  
11 **LARGE LOAD TARIFFS THAT ARE APPLIED IN A NON-**  
12 **DISCRIMINATORY MANNER REGARDLESS OF END USE?**

13 A. Yes. As I explained in my direct testimony, new large load provisions have recently  
14 been implemented in several jurisdictions that apply to all similarly sized large  
15 loads regardless of end use. The recent application by Indiana Michigan Power  
16 Company which Consumers referenced as a benchmark case that informed its  
17 application in this proceeding,<sup>21</sup> applies new provisions under its Industrial Power  
18 tariff to all customers with a capacity greater than or equal to 70 MW at an  
19 individual site or 150 MW on an aggregated basis.<sup>22</sup> Some additional examples

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<sup>21</sup> See Consumers Response to Discovery U21859-DCC-CE-0094, reproduced in Exhibit DCC-1 (JB-1).

<sup>22</sup> *In The Matter Of The Verified Petition Of Indiana Michigan Power Company For Approval Of Modifications To Its Industrial Power Tariff – Tariff I.P.*, Indiana Utility Regulatory Commission, Cause No. 46097, Order of the Commission (February 19, 2025) at 31.

1 include PacifiCorp<sup>23</sup> in Oregon, Rocky Mountain Power<sup>24</sup> in Utah, and  
2 Appalachian Power Company and Wheeling Power Company in West Virginia.<sup>25</sup>  
3 Additionally, several utilities have recently filed applications to implement new  
4 provisions applicable to very large loads that would apply to all similarly sized  
5 loads regardless of end use, including, Portland General Electric,<sup>26</sup> Evergy Kansas  
6 South, Inc., and Evergy Kansas Central, Inc.,<sup>27</sup> Evergy Metro, Inc.,<sup>28</sup> Virginia  
7 Electric and Power Company,<sup>29</sup> and Ameren Missouri.<sup>30</sup>

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<sup>23</sup> *In the Matter of PacifiCorp dba Pacific Power, Request for General Rate Revision*, Public Utility Commission of Oregon Docket No. UE-433, Order at 101 (December 19, 2024).

<sup>24</sup> *Application of Rocky Mount Power for Authority to Increase its Retail Electric Utility Service Rates in Utah and for Approval of its Proposed Electric Service Schedules and Electric Service Regulation*, Public Service Commission of Utah Docket No. 24-035-04, Settlement Stipulation - Phase I at 7 (January 14, 2025). And *Application of Rocky Mountain Power for Authority to Increase its Retail Electric Utility Service Rates in Utah and for Approval of its Proposed Electric Service Schedules and Electric Service Regulation*, Public Service Commission of Utah Docket No. 24-035-04, Order at 117 (April 25, 2025).

<sup>25</sup> *Appalachian Power Company and Wheeling Power Company, Public Utilities Application for Approval of Revisions to Schedules LCP and IP*, Public Service Commission of West Virginia Case No. 24-0611-E-T-PW, Order at 5 (March 25, 2025).

<sup>26</sup> *In the Mater of Portland General Electric Company, Request for General Rate Revision*, Public Utility Commission of Oregon Docket No. UE-430, Direct Testimony of Dr. Marie Fagan and Julia Frayer at 1 (December 20, 2024).

<sup>27</sup> *In the Matter of the Application of Evergy Kansas Metro, Inc., Evergy Kansas South, Inc., and Evergy Kansas Central, Inc. for Approval of Large Load Power Service Rate Plan and Associated tariffs*, State Corporation Commission of Kansas Docket No. 25-EKME-315-TAR, Application at 4 (February 11, 2025).

<sup>28</sup> *In the Matter of the Application of Evergy Metro, Inc. d/b/a Evergy Missouri Metro and Evergy Missouri West, Inc. d/b/a Evergy Missouri West for Approval of Tariffs Related to Service of Large Loads*, Public Service Commission of Missouri File No. EO-2025-0154, Application at 3-4 (April 26, 2025).

<sup>29</sup> *Application of Virginia Electric and Power Company for a 2025 Biennial Review of the Rates, Terms and Conditions for the Provision of Generation, Distribution and Transmission Service Pursuant to § 56-585.1 A of the Code of Virginia*, Virginia State Corporation Commission Case No. PUR-2025-00058, Application at 11 (March 31, 2025).

<sup>30</sup> *In the Matter of the Application of Union Electric Company d/b/a Ameren Missouri for Approval of New or Modified Tariffs for Service to Large Load Customers*, Public Service Commission of Missouri File No. ET-2025-0184, Application at 5 (May 14, 2025).

1           Additionally, Kentucky Power’s large load tariff, which Ms. Palmer  
2           references in her testimony, applies to large load customers on a non-discriminatory  
3           basis, regardless of end use.<sup>31</sup>

4

5 **IV. COST ALLOCATION**

6 **Q. WHAT DOES AG WITNESS DEUPREE RECOMMEND REGARDING**  
7 **COST ALLOCATION?**

8 A. Mr. Deupree recommends that data center customers seeking service from the  
9 Company or seeking additional service capacity should be directly assigned all  
10 distribution and transmission upgrades required for service. He claims that not  
11 directly assigning these costs to these customers with financial ability to pay for  
12 these upgrades could potentially result in the Company’s other ratepayers  
13 subsidizing these data center customers in the future.<sup>32</sup>

14 **Q. WHAT DOES MNSC WITNESS PALMER RECOMMEND REGARDING**  
15 **COST ALLOCATION?**

16 A. Ms. Palmer recommends that the Company separately identify and directly allocate  
17 costs to data centers. She asserts that the magnitude of incremental data center costs  
18 is likely to be large enough to reasonably estimate, track, and attribute to a data  
19 center class, and that the ability to isolate costs of this magnitude raises questions  
20 about the necessity and reasonableness of treating them as shared costs and

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<sup>31</sup> *Electronic Tariff Filing Of Kentucky Power Company To Revise Its Industrial General Service Tariff*, Kentucky Public Service Commission Case No. 2024-00305, Order at 5 (March 18, 2025).

<sup>32</sup> Deupree Direct at 18-19.

1 allocating them through a cost of service study at all. She claims that a cost of  
2 service study is an inherently imprecise tool, relying on numerous subjective  
3 determinations by cost analysts that can significantly influence the results.  
4 Additionally, she claims that Consumers' allocation methodologies do not  
5 adequately reflect the costs incurred to meet the operating characteristics of new  
6 data center load.<sup>33</sup>

7 **Q. WHAT DOES MNSC WITNESS JESTER RECOMMEND REGARDING**  
8 **COST ALLOCATION?**

9 A. Mr. Jester recommends that the costs to serve data centers should be directly  
10 assigned to a data center class to avoid increasing costs for other customers. He  
11 suggests that a practical and plausible approach to accomplish this would be for the  
12 Company to supply data centers from bespoke resources and directly assign those  
13 costs to data center customers. Mr. Jester asserts that this approach will facilitate  
14 providing data centers with a different generation portfolio that comports with the  
15 requirements of 2024 PA 207 and 2024 PA 181 while correctly assigning costs to  
16 data center customers.<sup>34</sup>

17 **Q. PLEASE EXPLAIN THE DIFFERENCE BETWEEN COST ALLOCATION**  
18 **AND DIRECT ASSIGNMENT OF COSTS.**

19 A. Cost allocation is the process of distributing the costs of facilities that are jointly  
20 used by multiple customers, based on usage characteristics that reflect cost  
21 causation principles. In contrast, when a facility is used exclusively by a single

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<sup>33</sup> Palmer Direct at 26-27.

<sup>34</sup> Jester Direct at 18-19.

1 customer or a specific group of customers, the associated costs can be directly  
2 assigned to that customer or group, rather than being spread across the broader  
3 customer base.

4 **Q. CAN NEW SYSTEM TRANSMISSION AND GENERATION**  
5 **INVESTMENTS BE EXCLUSIVELY UTILIZED BY A SINGLE**  
6 **CUSTOMER OR CUSTOMER GROUP?**

7 A. No. Consumers relies on the Midcontinent Independent System Operator (“MISO”)  
8 to operate the transmission system and dispatch generation resources in an efficient  
9 manner to serve all participating system loads. While it is possible that certain radial  
10 transmission facilities used to interconnect a new load to a substation could be  
11 exclusively used by one customer, system transmission and generation resources  
12 are jointly utilized to serve all loads on the system.

13 **Q. PLEASE EXPLAIN THE DIFFERENCE BETWEEN EMBEDDED COST**  
14 **ALLOCATION AND INCREMENTAL COST ALLOCATION?**

15 A. The allocation of embedded system costs is a commonly accepted practice in  
16 ratemaking where the embedded costs, or costs of the existing system, are allocated  
17 to groups of customers. Incremental cost allocation, as proposed by MNSC  
18 witnesses Mr. Jester and Ms. Palmer, appears to be a type of vintage ratemaking,  
19 where new customers are solely responsible for the cost of certain new investments.

1 **Q. DO YOU HAVE CONCERNS WITH INTERVENOR PROPOSALS TO**  
2 **ALLOCATE INCREMENTAL COSTS TO NEW LARGE LOAD**  
3 **CUSTOMERS?**

4 A. Yes, I have several concerns. First, assigning incremental costs solely to new  
5 customers fails to recognize that both new and existing customers jointly utilize  
6 system generation and transmission resources. These assets are not exclusive to any  
7 one customer or customer group – they are part of an interconnected system serving  
8 all customers.

9 Furthermore, even if one were to accept the premise that new transmission  
10 and generation investments are driven exclusively by a narrow group of customers,  
11 assigning incremental costs in this way could potentially lead to fundamentally  
12 inequitable results because it could result in different rates for customers receiving  
13 substantially the same service, simply based on when they requested service.

14 Additionally, it would not be reasonable to require new customers to pay  
15 for both embedded costs and incremental costs. If there is a presumption that a new  
16 load requires specific new investments, then that new load should not also be  
17 required to pay for embedded system costs for existing assets that are deemed  
18 utilized to serve existing customers in a duplicative manner.

19 **Q. PLEASE PROVIDE AN EXAMPLE TO DEMONSTRATE THE**  
20 **POTENTIAL FUNDAMENTAL INEQUITY OF PROVIDING DIFFERENT**  
21 **RATES TO PROVIDE THE SAME SERVICE TO CUSTOMERS BASED**  
22 **SOLEY ON WHEN THOSE CUSTOMERS REQUEST SERVICE?**

1 A. Consider a simple example involving two new prospective load customers, each  
2 requesting 100 MW of capacity and exhibiting identical load characteristics. The  
3 utility determines that the first customer can be served using capacity from existing  
4 resources and is charged rates based on the embedded cost of service. However, to  
5 serve the second customer, the utility must invest in new transmission and  
6 generation infrastructure and requires that customer to pay unique rates based on  
7 the incremental cost of those new investments. In this scenario, both customers  
8 receive exactly the same service from the utility and are served from the same  
9 system transmission and generation investments, yet they pay different rates simply  
10 because of the timing of their service requests. This outcome illustrates a  
11 fundamental inequity in rate treatment for identical service.

12 **Q. WHAT DO YOU RECOMMEND IN RESPONSE TO INTERVENOR**  
13 **RECOMMENDATIONS TO EITHER DIRECTLY ASSIGN OR**  
14 **ALLOCATE COSTS OF NEW TRANSMISSION AND GENERATION**  
15 **FACILITIES TO NEW LARGE LOADS?**

16 A. I recommend that the Commission reject these cost allocation proposals in this  
17 proceeding. Cost allocation would be more appropriately addressed in the context  
18 of a rate case. It is premature to determine cost allocation in this case for  
19 hypothetical generation and transmission investments that have not yet been  
20 identified. If and when Consumers makes generation and transmission investments  
21 to serve large load customers and seeks to recover the costs of those investments  
22 from its customers, interested parties will have the opportunity to address the  
23 appropriate allocation of those costs to customer classes in a rate case.

1 Further, as I explain above, system transmission and generation resources  
2 are not solely dedicated to any new customer or group of customers and developing  
3 different rates for customers based on when they apply for service can lead to  
4 fundamentally inequitable results. Further, to the extent that rates are designed to  
5 recover incremental costs, it would be imperative to ensure that those same loads  
6 are not required to also pay for embedded system costs in a duplicative manner.  
7

8 **V. MINIMUM BILLING DEMAND AND MINIMUM CONTRACT TERM**

9 **Q. WHAT DOES MNSC WITNESS PALMER RECOMMEND REGARDING**  
10 **MINIMUM BILLING DEMAND?**

11 A. Ms. Palmer recommends raising the Company's proposed Minimum Billing  
12 Demand requirement to 90%.<sup>35</sup> She also recommends that the contract term should  
13 be extended to 20 years.<sup>36</sup>

14 **Q. WHAT JUSTIFICATION DOES MS. PALMER PROVIDE TO SUPPORT**  
15 **HER RECOMMENDATIONS?**

16 A. Ms. Palmer claims that Consumers has not demonstrated that an 80% minimum  
17 billing demand ensures that data centers utilize and pay for the system investments  
18 they require.<sup>37</sup> She also asserts that while an 80% minimum billing demand is  
19 comparable to other jurisdictions' minimum billing demand requirements, it is on  
20 the lower end. She references the Kentucky Public Service Commission's recent

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<sup>35</sup> Palmer Direct at 14.

<sup>36</sup> *Id.* at 7.

<sup>37</sup> *Id.* at 13.

1 approval of a 90% minimum monthly billing demand for Kentucky Power  
2 Company's large load tariff, and AEP Ohio's proposed settlement, which includes  
3 an 85% minimum billing demand for loads above 116 MW.<sup>38</sup>

4 Ms. Palmer supports her recommended contract term because she claims  
5 that a term shorter than the life of most assets built to serve a data center customer  
6 could result in cost shifting if the data center load departs after 15 years. She also  
7 references Kentucky Power's large load tariff which provides for a 20-year  
8 minimum contract term.<sup>39</sup>

9 **Q. DOES MS. PALMER PROVIDE ANY QUANTITATIVE ANALYSIS TO**  
10 **SUPPORT HER RECOMMENDATIONS?**

11 A. No, she does not.<sup>40</sup>

12 **Q. DO YOU HAVE ANY CONCERNS WITH WITNESS PALMER'S**  
13 **RELIANCE ON THE KENTUCKY PUBLIC SERVICE COMMISSION'S**  
14 **ORDER AS PRECEDENT?**

15 Yes. I have concerns with the possible reliance on Kentucky Power Company's  
16 new large load tariff as a precedent due to the limited and non-representative  
17 participation in that proceeding. Specifically, only two intervenors were involved:  
18 the Attorney General of the Commonwealth of Kentucky, and the Kentucky

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<sup>38</sup> *Id.* at 13-14.

<sup>39</sup> *Id.* at 12-13.

<sup>40</sup> *See* MNSC Responses to Discovery DCC-MNSC-004 and DCC-MNSC-005 (stating that witness Palmer based her recommendations on comparison with similar utility tariffs and providing no quantitative analysis or study used to support her positions). *See also* MNSC Response to Discovery DCC-MNSC-002 (stating that no workpapers exist to support the testimony of witness Palmer), reproduced as Exhibit DCC-4 (JB-4).

1 Industrial Utility Customers,<sup>41</sup> who participated on behalf of a single refinery  
2 customer, Catlettsburg Refining LLC.<sup>42</sup> There was no representation on behalf of  
3 any *new* large load customers—whether data centers or otherwise. Thus, the record  
4 in that proceeding likely does not reflect the diverse interests and robust  
5 participation of the many parties intervening in this case.

6 **Q. DO ANY OTHER INTERVENORS SUPPORT CONSUMERS**  
7 **RECOMMENDED MINIMUM BILLING DEMAND AND MINIMUM**  
8 **CONTRACT TERM?**

9 A. Yes. Staff witness Mr. Isakson supports Consumers' 80% minimum billing  
10 demand<sup>43</sup> and 15-year minimum initial contract term, to begin after any applicable  
11 ramp-up period.<sup>44</sup> AG witness Mr. Deupree also supports Consumers' proposed 15-  
12 year initial contract term.<sup>45</sup>

13 **Q. DOES AG WITNESS DEUPREE OR STAFF WITNESS ISAKSON**  
14 **PROVIDE ANY QUANTITATIVE ANALYSIS TO SUPPORT AN 80%**  
15 **MINIMUM BILLING DEMAND OR 15-YEAR MINIMUM CONTRACT**  
16 **TERM?**

17 A. No, they do not.<sup>46</sup>

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<sup>41</sup> *Electronic Tariff Filing Of Kentucky Power Company To Revise Its Industrial General Service Tariff*, Kentucky Public Service Commission Case No. 2024-00305, Order at 1 (March 18, 2025).

<sup>42</sup> *Electronic Tariff Filing Of Kentucky Power Company To Revise Its Industrial General Service Tariff*, Kentucky Public Service Commission Case No. 2024-00305, Motion to Intervene of Kentucky Industrial Utility Customers, Inc. at 2 (October 4, 2024).

<sup>43</sup> Isakson Direct Exhibit S-1 at 3.

<sup>44</sup> *Id.* (Staff's proposed tariff) at 6 of 6.

<sup>45</sup> Deupree Direct at 13.

<sup>46</sup> See AG Response to Discovery 21859-DCC-AG-002, reproduced in DCC-4 (JB-4) (providing no workpapers supporting witness Deupree's recommendation for a 15-Year minimum contract

1 **Q. WHAT IS YOUR RECOMMENDATION?**

2 A. For the reasons I explained in my direct testimony, I continue to recommend that  
3 the Commission adopt a mandatory Minimum Contract Term for new large loads  
4 of 10 years and a monthly Minimum Billing Demand that is equal to 70% of a large  
5 customer's Contract Capacity.

6

7 **VI. CONTRACT TERMINATION AND CAPACITY REDUCTION**

8 **Q. WHAT DOES MPSC STAFF WITNESS ISAKSON RECOMMEND**  
9 **REGARDING CAPACITY REDUCTION TERMS?**

10 A. Mr. Isakson recommends that, in the event a large load customer requests to  
11 increase or decrease its contracted capacity, the Company be required to make an  
12 *ex parte* showing that no harm will result to other customers.<sup>47</sup>

13 **Q. WHAT DOES AG WITNESS DEUPREE RECOMMEND REGARDING**  
14 **CONTRACT TERMINATION AND CAPACITY REDUCTION TERMS?**

15 A. Mr. Deupree recommends that customers be limited to a one-time allowance for  
16 capacity reduction, and that the tariff provisions require such reductions to be  
17 approved as part of a contested case proceeding. He also recommends a tariff  
18 provision stating that any capacity reduction, or any combined reductions, may not  
19 exceed 10% of the customer's initial contract capacity; that any customer seeking  
20 such a reduction provide at least four years' written notice before the beginning of

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term). *See also* MPSC Response to Discovery 21859-DCC-MPSC-002, reproduced in DCC-4 (JB-4) (providing only proposed tariff language as an attachment, but no workpapers supporting witness Isakson's recommendation for an 80% minimum billing demand and 15-Year minimum contract term).

<sup>47</sup> Isakson Direct at 19.

1 the year in which the reduction would take effect; and that data center customers,  
2 as addressed in this matter, would only be eligible for such a capacity reduction  
3 after five years of their contract term. He claims these recommendations will help  
4 prevent the creation of stranded assets and cost shifting to non-data center  
5 customers.<sup>48</sup>

6 **Q. WHAT DOES ABATE WITNESS DAUPHINAIS RECOMMEND**  
7 **REGARDING CONTRACT TERMINATION AND CAPACITY**  
8 **REDUCTION TERMS?**

9 A. Mr. Dauphinais recommends that the Company be required, at a minimum, to file  
10 with the Commission – on an *ex parte* basis – an application for approval of any  
11 proposed reduction or increase in contract capacity for a large data center  
12 customer.<sup>49</sup>

13 **Q. WHAT DOES MNSC WITNESS CAROLINE PALMER RECOMMEND**  
14 **REGARDING CONTRACT TERMINATION AND CAPACITY**  
15 **REDUCTION TERMS?**

16 A. Ms. Palmer recommends that the determination of harm for both the Exit Fee and  
17 Contract Capacity reduction be subject to review and approval by the Commission.  
18 She further recommends that Consumers be required to update its tariff to specify  
19 that it will submit a filing to the Commission, allowing parties the opportunity to  
20 evaluate the analysis in a contested case. According to Ms. Palmer, the filing should  
21 demonstrate that the terminated or reduced capacity will be used to serve new data

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<sup>48</sup> Deupree Direct at 22.

<sup>49</sup> Dauphinais Direct at 15.

1 center customers, expand service to existing data center customers, or otherwise  
2 secure offsetting expected revenues.<sup>50</sup>

3 **Q. WHAT IS YOUR RESPONSE TO RECOMMENDATIONS THAT**  
4 **CONTRACT TERMINATION OR CAPACITY REDUCTIONS SHOULD**  
5 **REQUIRE FILINGS BEFORE THE COMMISSION?**

6 A. As I explain in my direct testimony, I recommend that Consumers make reasonable  
7 efforts to mitigate any potential adverse impacts that might result from a  
8 termination or reduction to Contract Capacity. And except for a limited one-time  
9 allowance to reduce Contract Capacity by 15%, to the extent that Consumers is  
10 unable to mitigate adverse impacts on other customers, then an Exit Fee should be  
11 applied.

12 In situations where a large load customer may be permitted to reduce  
13 capacity *without* being required to pay an Exit Fee, in situations where Consumers  
14 is able to mitigate potential adverse impacts to other customers, I agree with the  
15 intervenors that it would be reasonable for the Commission to evaluate the proposed  
16 mitigation. This process would provide the Commission the opportunity to  
17 thoroughly assess and confirm that the proposed mitigation would, in fact,  
18 sufficiently prevent adverse impacts to other customers.

19 However, to the extent that a large load customer pays an Exit Fee in order  
20 to reduce or terminate contract capacity, then there should not be any need to file a  
21 proceeding before the Commission.

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<sup>50</sup> Palmer Direct at 19.

1 **Q. HOW DO YOU RESPOND TO MR. DAUPHINAIS' RECOMMENDATION**  
2 **THAT THE COMPANY SHOULD BE REQUIRED TO FILE AT LEAST AN**  
3 **EX PARTE FILING BEFORE THE COMMISSION WHEN A CUSTOMER**  
4 **REQUESTS AN INCREASE IN CONTRACT CAPACITY?**

5 A. I recommend that any proposed increase to Contract Capacity be treated as a new  
6 load request. If the proposed increase meets the eligibility criteria under the large  
7 load provisions or another applicable tariff, the request should be handled in  
8 accordance with the terms of the Commission-approved tariff. To the extent that  
9 the Commission determines certain large load provisions to be reasonable and  
10 appropriate in this proceeding or in a future proceeding, those provisions should be  
11 sufficient for a new load or capacity increase to proceed without requiring an  
12 additional Commission filing.

13 Requiring a separate Commission proceeding for new large loads or  
14 capacity increases that are pursued in accordance with an approved tariff would  
15 create unnecessary uncertainty and potential barriers for customers. Such a  
16 requirement would introduce avoidable procedural hurdles that could delay or  
17 discourage new large load development.

18

19 **VII. CONTRACT EXTENSIONS**

20 **Q. WHAT DOES MPSC STAFF WITNESS ISAKSON RECOMMEND**  
21 **REGARDING CONTRACT EXTENSIONS?**

22 A. Mr. Isakson recommends that, at the conclusion of the large load customer's  
23 contract term, the contract be extended for an additional 3 years. This extension

1 would recur at the completion of each subsequent contract term, with all tariff  
2 provisions remaining in effect unless the customer takes action.<sup>51</sup> Mr. Isakson  
3 explains that a 3-year contract extension would ensure that the large load provisions  
4 would continue to provide protections to other customers.<sup>52</sup>

5 **Q. WHAT DOES AG WITNESS DEUPREE RECOMMEND REGARDING**  
6 **CONTRACT EXTENSIONS?**

7 A. Mr. Deupree recommends that the Company include an evergreen provision of at  
8 least five years, indicating that all data center customers taking service under Rate  
9 GPD will have their contracts automatically extended for at least an additional five  
10 years upon completion of the initial and subsequent rate contracts, unless the  
11 customer provides written notice of termination to Consumers at least five years  
12 prior to the end of the current contract term.<sup>53</sup>

13 **Q. WHAT DOES ABATE WITNESS DAUPHINAIS RECOMMEND**  
14 **REGARDING CONTRACT EXTENSIONS?**

15 A. Mr. Dauphinais recommends that the Company include in its large data center full-  
16 service contracts a five-year evergreen provision, under which the term of each  
17 customer's full-service contract will be automatically extended at its end by an  
18 additional five years unless the customer provides written notice of termination of  
19 the full-service agreement to Consumers at least five years prior to the end of the  
20 current contract term. He claims that this recommended provision would allow the

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<sup>51</sup> Isakson Direct at 19.

<sup>52</sup> *Id.* at 27.

<sup>53</sup> Deupree Direct at 13.

1 Company to reflect such full-service contract terminations and the freed-up  
2 capacity they would provide in its resource planning.<sup>54</sup>

3 **Q. WHAT IS YOUR RESPONSE TO RECOMMENDATIONS FOR**  
4 **EVERGREEN PROVISIONS OR AUTOMATIC CONTRACT**  
5 **RENEWALS?**

6 A. I recommend that customers be allowed to negotiate contract extensions with the  
7 Company based on the unique circumstances of each contract. It is reasonable for  
8 the Company to require advance notice of a large load customer's intentions  
9 following the initial contract term. However, a one-size-fits-all approach may not  
10 always yield the most effective outcome. While a three-year or five-year extension  
11 may be appropriate in some cases, alternative extension timelines may also be  
12 suitable depending on the specific circumstances of the customer and the service  
13 arrangement.

14 Furthermore, the potential risk of a large load not materializing as planned,  
15 which is the primary concern underlying the proposed tariff revisions in this  
16 proceeding, will be significantly reduced by the conclusion of the Minimum  
17 Contract Term. By that time, a large load customer will have already made  
18 substantial contributions toward the recovery of fixed costs through rates that meet  
19 or exceed the Minimum Billing Demand requirements. Additionally, the risk of  
20 unexpected load reductions will be lower for an existing load that has been in  
21 service for an extended period.

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<sup>54</sup> Dauphinais Direct at 14.

1 Q. **DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?**

2 A. Yes, it does.

**MPSC Case No.:** U-21859  
**Responding Party:** Attorney General  
**Respondent:** Michael Deupree  
**Requestor:** Data Center Coalition  
**Question No.:** 21859-DCC-AG-002

**Question 21859-DCC-AG-002:**

Please provide electronic copies of all workpapers supporting the testimony of Attorney General witness Michael Deupree. To the extent workpapers are available as electronic spreadsheets, please provide the spreadsheets with all formulas and cells intact and unlocked. DCC requests supplementation for all changes or modifications to direct testimony and exhibits.

**Response:**

Please see the following workpaper files supporting the testimony of Attorney General witness Michael Deupree:

Exhibit AG-1.1 Summary of Recent Consumers Data Center Inquiries\_FINAL.xlsx

Exhibit AG-1.2 Histogram of Recent Consumers Data Center Inquiries\_FINAL.xlsx

Exhibit AG-1.3 Analysis of Potential Impacts on Company's RE Plan\_FINAL.xlsx

Date: July 2, 2025

**DCC-MNSC-002:**

Please provide electronic copies of all workpapers supporting the testimony of MNSC witness Caroline Palmer. To the extent workpapers are available as electronic spreadsheets, please provide the spreadsheets with all formulas and cells intact and unlocked. DCC requests supplementation for any and all changes or modifications to direct testimony and exhibits.

**Response**

There are no documents responsive to this request.

**Respondent:** Legal Counsel

**DCC-MNSC-004:**

Please provide any quantitative analysis or study conducted or consulted by witness Palmer in support of her recommendation for a 90% minimum demand charge.

**Response**

Witness Palmer based this recommendation on comparison with similar utility tariffs.

**Respondent:** Caroline Palmer

**DCC-MNSC-005:**

Please provide any quantitative analysis or study conducted or consulted by witness Palmer in support of her recommendation for a 20-year minimum contract term.

**Response**

Witness Palmer based this recommendation on comparison with similar utility tariffs.

**Respondent:** Caroline Palmer

**MPSC Staff's Answer to the Data Center Coalition's First Discovery Request**  
**MPSC Case No. U-21859**  
**July 9, 2025**

**Question:**

DCC-STAFF-002 Please provide electronic copies of all workpapers supporting the testimony of Staff witness David W. Isakson. To the extent workpapers are available as electronic spreadsheets, please provide the spreadsheets with all formulas and cells intact and unlocked. DCC requests supplementation for any and all changes or modifications to direct testimony and exhibits.

**Answer:**

**Please see attached.**

**Respondent: David Isakson**

21859/Discovery/Answer to Data Center Coalition's 1<sup>st</sup> Disc Req

**STATE OF MICHIGAN**

**BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION**

In the matter of the Application of )  
Consumers Energy Company for *Ex Parte* )  
Approval of Certain Amendments to Rate )  
GPD )

Case No. U-21859

**PROOF OF SERVICE**

On July 9, 2025, an electronic copy of the foregoing was served on the following via email:

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<b>Administrative Law Judge</b> Hon. Katherine E. Talbot	talbotk@michigan.gov

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

/s/ Nikhil Vijaykar  
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Dated: July 9, 2025