

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

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In the matter of the application of CONSUMERS)	
ENERGY COMPANY for reconciliation of its)	
power supply cost recovery plan (Case No. U-21048))	Case No. U-21049
for the 12 months ended December 31, 2022.)	
_____)	

At the April 10, 2025 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

On March 31, 2023, Consumers Energy Company (Consumers) filed an application in this case, with supporting testimony and exhibits, requesting approval of its reconciliation of power supply cost recovery (PSCR) expenses and revenues for calendar year 2022 pursuant to MCL 460.6j and its calculation of a revised financial compensation mechanism (FCM) pursuant to MCL 460.6t(15). Consumers' PSCR plan for calendar year 2022 was approved in the January 19, 2023 order in Case No. U-21048.

A prehearing conference was held on May 10, 2023, before Administrative Law Judge Christopher S. Saunders (ALJ). The ALJ acknowledged the intervention of the Michigan Department of Attorney General (Attorney General), and granted the petitions to intervene filed by the Residential Customer Group, the Association of Businesses Advocating Tariff Equity (ABATE), and the following biomass merchant plants (collectively, the BMPs): Cadillac

Renewable Energy LLC (Cadillac); Genesee Power Station Limited Partnership; Grayling Generating Station Limited Partnership; Hillman Power Company, L.L.C.; T.E.S. Filer City Station Limited Partnership; National Energy of Lincoln, LLC; and National Energy of McBain, LLC. Consumers and the Commission Staff (Staff) also participated in the proceeding.

On June 16, 2023, the ALJ issued a protective order.

An evidentiary hearing was held on April 24, 2024, at which cross-examination was waived. Timely initial and reply briefs were filed, and the ALJ issued a Proposal for Decision (PFD) on December 11, 2024. On January 6, 2025, Cadillac, the Attorney General, and ABATE filed exceptions to the PFD. On January 21, 2025, Consumers filed replies to exceptions.

The record consists of 471 pages of transcript and 86 exhibits admitted into evidence. Portions of testimony and certain exhibits have been designated as confidential.

For 2022, Consumers calculated an underrecovery of \$396,198,416, which, when combined with the statutory interest, results in a cumulative 2022 proposed net underrecovery of \$401,309,607. 3 Tr 58-59.

As for its FCM reconciliation conducted in accordance with the June 7, 2019 order in Case No. U-20165 approving a settlement agreement, Consumers calculated an overrecovery of \$1,968,924, inclusive of interest. 3 Tr 169; Revised Exhibit A-20.

The BMPs requested \$16,369,443 as the capped statutory amount to be recovered for fuel and variable operations and maintenance costs during 2022. *See*, Exhibits BMP-1, and -2. The BMPs also requested the allocation of the \$10,249,098 in uncapped payments. *See*, Exhibits BMP-4, -5, -7, -8, and -9.

Proposal for Decision

The ALJ provided a detailed explanation of the testimony and positions of the parties on pages 3-10 of the PFD, which will not be repeated here.

The ALJ noted that most of Consumers' application was not contested and recommended the Commission determine those unopposed portions of the application to be reasonable and prudent. PFD, pp. 10-11. Next, the ALJ identified issues requiring resolution, which included:

(1) replacement power costs for Outage 59 at Karn Unit 1, (2) replacement power costs for Outage 23 and Outage 24 at Karn Unit 2, (3) replacement power costs for Outage 260 at Campbell Unit 3, (4) replacement power costs for Outage 10 at Campbell Unit 2, (5) replacement power costs associated with extended outages pertaining to Toshiba Americas Energy Systems Corporation (Toshiba) related work at the Ludington Pumped Storage plant (Ludington), (6) hold-harmless payments to Cadillac, and (7) the FCM associated with the Otsego Paper, LLC (Otsego) power purchase agreement (PPA).

Exceptions and Replies to Exceptions

Included in the notice of the filing of the PFD is an opportunity provided to the parties to file exceptions to any recommendation of the ALJ and an opportunity to reply to any exceptions properly filed. The parties in this matter elected not to file exceptions or objections challenging the ALJ's recommendations regarding replacement power costs for Outage 59 at Karn Unit 1, replacement power costs for Karn Unit 2 Outages 23 and 24, replacement power costs for Campbell Unit 2 Outage 10, and the FCM associated with the Otsego PPA. Furthermore, in a January 6, 2025 letter filed in this docket advising the Commission that it would not be filing exceptions to the PFD, Consumers withdrew its request to recover replacement power costs associated with Outage 10 at Campbell Unit 2. The Staff did not file exceptions to the PFD.

Under Mich Admin Code, R 792.10435(2) (Rule 435(2)), “[i]f a party does not file exceptions to a proposal for decision within the time permitted by this rule, any objection to the proposal for decision is waived.” Rule 435(2) further provides that “[i]f a party does not object to a part of a proposal for decision, any objection by the party to that part of the proposal for decision is waived.” Due to the withdrawal of the request to recover replacement power costs for Outage 10 and waivers under Rule 435(2) to the ALJ’s recommendations on issues related to Karn Unit 2 Outages 23 and 24, Campbell Unit 2 Outage 10, and the FCM associated with the Otsego PPA,¹ the Commission adopts the ALJ’s recommendations on these issues and will only address contested matters for which exceptions were filed.

Karn Unit 1 Outage Event 59

The Attorney General proposed a disallowance of replacement power costs associated with Outage Event No. 59 at Karn Unit 1 (Outage 59). Attorney General’s initial brief, p. 9. Outage 59 occurred on May 17, 2022, and lasted 13 hours. *Id.* According to Consumers, the outage resulted from a leak in a condenser door gasket with a failure occurring during the start-up of the unit that required the start-up to be aborted. Exhibit A-11, p. 33. The condenser was drained to allow for the old gasket to be removed and a new gasket installed. *Id.*

The Attorney General argued that the root cause of the outage was an improperly installed door gasket and that the incremental power costs Consumers is seeking to recover for the outage in this matter “are the result of Company personnel or a contractor working on behalf of the Company failing to follow appropriate installation procedures.” 3 Tr 407.

¹ The Staff disagreed that the Otsego PPA was FCM eligible and that the Commission may want to consider a disallowance for Consumers. Staff’s initial brief, p. 7. The Staff, however, did not file an exception to the ALJ’s recommendation to approve a cumulative FCM overrecovery, including interest, of \$1,968,924.

Consumers argued that there was no failure by company personnel or contractors, but the outage occurred due to degradation of sealing surfaces in this older plant that prevented proper sealing of the gasket. 3 Tr 119. Consumers explained that the only way to validate if the doors seal properly with the new gasket is to perform post-maintenance testing that would have delayed the intended startup by 10 hours. 3 Tr 119. Consumers argued that the purpose of the outage was to repair condenser tube leaks and that given the nature of how the post-maintenance testing is performed, it was reasonable and prudent to do so as part of the start of activities. 3 Tr 119-120.

Consumers argued that the company has to make the decision whether to do the pre-start-up test that results in a 10-hour delay or attempt start-up to see if the door is properly sealed at a time in the process when there is no other information available to indicate whether the doors are properly sealed, and that only the latter option gives the company an opportunity to eliminate a long delay in start-up. 3 Tr 120.

The ALJ agreed with Consumers. The ALJ opined that given the imminent retirement of Karn Unit 1, it would have been unreasonable for Consumers to make the capital investment to replace the degraded condenser. PFD, p. 16. Thus, the ALJ reasoned, Consumers chose the most reasonable of its only two options because the approach taken could have potentially avoided an outage. *Id.*

In exceptions, the Attorney General argued that the ALJ “ignores [the] fact that there was no evidence of leakage from the door gasket prior to the Company entering the condenser to inspect and plug condenser leaks.” Attorney General’s exceptions, p. 6. The Attorney General maintains that it is Consumers’ obligation to maintain and repair its equipment so that the cost of power is minimized. *Id.*, p. 7.

Consumers argues in its replies to exceptions that it is irrelevant whether the company had successfully resealed the door the last time it was open. Consumers' replies to exceptions, p. 3. Consumers argues that there is no way, once the door was open, to ensure that the gasket was properly sealed prior to restarting the unit without risking an outage. *Id.*

The Commission agrees that the preponderance of evidence supports a finding that Consumers' approach to repairing the leak in the condenser door gasket was reasonable and prudent. The Commission therefore adopts the recommendation of the ALJ to reject the requested disallowance for replacement power costs associated with Outage 59.

Campbell Unit 3 Outage 260

Beginning November 14, 2022, and continuing until November 25, 2022, Consumers experienced an 11-day unplanned outage at its Campbell Unit 3 (Outage 260). Exhibit A-9. According to Consumers, Outage 260 was caused by an instantaneous loss of instrument air pressure to critical plant control components, resulting in a "full load trip." 3 Tr 127.

The Attorney General argued that following a review of the root cause analysis (RCA) report, its witness determined that there were deficiencies in the procedures followed by utility personnel that resulted in the outages. Attorney General's initial brief, pp. 18-19. The Attorney General argued that the deficiencies leading to the extended outage included: (1) a standard that employees failed to follow, (2) a standard that lacked clarity and caused confusion, (3) employees lacking adequate training on the proper procedure to follow, and (4) a failure by the company to have the required equipment in place. *Id.*, p. 19.

Consumers argued that it addressed the Attorney General's incorrect inferences to information contained in the RCA in the company's responses to discovery requests, which the Attorney General chose to ignore. Consumers' reply brief, p. 14. Consumers further replied that the

company has been clear that ancillary issues are included in the RCA, but those issues were not the cause of the outage. *Id.* Consumers maintained that the outage could not have been prevented if the ancillary issues identified by the Attorney General were handled any differently. *Id.*, p. 16.

In regard to the outage in question, Consumers' witness testified that the "E" instrument dryer in the unit was removed from service on October 5, 2022, due to degradation, and that the "D" dryer was placed into service for testing. 3 Tr 129. Consumers' witness further noted that the "D" dryer had preventative maintenance performed on it on July 25, 2022, after which post-maintenance testing was conducted. During the post-maintenance testing, "the inlet valve which ultimately failed was stroked to ensure proper operation." 3 Tr 129. Furthermore, the "D" dryer was operating satisfactorily in the immediate hours leading up to the trip and "[t]here were no leading indicators that an imminent loss of air event was about to occur until the failure of the inlet valve caused the instantaneous loss of air pressure." 3 Tr 129.

The ALJ agreed with Consumers, finding that "the preponderance of the evidence supports Consumers' contention that this outage was a result of a mechanical failure." PFD, p. 36. The ALJ further provided that "Consumers presented persuasive testimony and arguments showing that the procedure the Attorney General claims was not followed would not have remedied the outage as the procedure would not have supplied enough air pressure to make up for the failed dryer." *Id.* The ALJ recommended that the Commission deny the Attorney General's request for disallowance of replacement power costs associated with this outage event. *Id.*, p. 37.

The Attorney General takes exception to the ALJ's recommendation and again argues that there were multiple causes contributing to the outage based on the company's RCA. Attorney General's exceptions, p. 10. The Attorney General argues that the RCA demonstrates the extent to

which the company errors or failure to address issues beforehand contributed to Outage 260. *Id.*, p. 11.

In replies to exceptions, Consumers argues that the Attorney General's reliance on the RCA is misplaced and that a failure to follow the procedure was neither the cause of the outage, nor would the procedure have remedied the outage if it had been correctly followed. Consumers' replies to exceptions, p. 6. Consumers maintains that there is no merit to the Attorney General's claims that Outage 260 was the result of company employees failing to follow appropriate procedures, deficiencies in those procedures, or the installation of inadequate equipment, and again points to the testimony of its witness clearly identifying the cause of Outage 260 as an unforeseeable mechanical issue. *Id.*, p. 10.

The Commission is satisfied that the preponderance of the evidence supports Consumers' request for recovery of replacement power costs associated with Outage 260. As Consumers' witness explained, the ancillary issues that the Attorney General primarily relies upon in her request for disallowance were not the cause of Outage 260. The Commission finds that the ALJ reasonably concluded that the evidence supports finding that Outage 260 was the result of a mechanical failure and adopts his recommendation to deny the Attorney General's request for disallowance.

Ludington Issues

The Attorney General requested that the Commission require Consumers to identify replacement power costs for Ludington Units 1, 2, and 4 through 6 for the years 2021, 2020, and "prior years pertaining to the Toshiba problem in its 2023 PSCR reconciliation case." Attorney General's initial brief, p. 25. Additionally, the Attorney General averred that Consumers "should be required to correct any error or omission by proposing additional adjustments to remove those

replacement power costs from the 2022 or 2023 PSCR reconciliation and record those costs in the regulatory asset provided for in Case No. U-21310.” *Id.*, pp. 25-26. The Attorney General argued that although the company has adequately described problems with Toshiba equipment for the extended outages at Ludington Unit 3, the equipment and service quality problems are more widespread, and asserted that Ludington Units 1, 2, 4, 5, and 6 have demonstrated similar problems, which have not been disclosed by Consumers in previous PSCR plan or reconciliation cases. *Id.*, pp. 22-23.

Consumers argued that the costs referenced by the Attorney General that occurred prior to 2022 are outside the scope of this case, and that the Attorney General’s recommendation violates the Commission’s May 18, 2023 order in Case No. U-21310 (May 18 order). Consumers’ reply brief, p. 17. Additionally, Consumers argued that the company has addressed the quality of Toshiba’s workmanship in previous PSCR reconciliations and that it is untrue that the issues have not been previously disclosed. *Id.* Consumers further argued that the costs were already reconciled, are outside the scope of this case, and cannot be removed to the regulatory asset under the plain language of the May 18 order.

The ALJ determined that MCL 460.6j(12) limits reconciliation proceedings to the year in question unless the costs in question were not adequately considered in prior cases. PFD, p. 43. The ALJ agreed that the 2019-2021 costs for Toshiba’s defective work have been addressed in prior reconciliation proceedings and are therefore outside of the scope of the instant case. *Id.*, p. 43.

The Attorney General argues in exceptions that the Commission should reject the claim that it cannot look back at costs for 2021, 2020, and before for undisclosed replacement power costs incurred due to failures at other units caused by Toshiba problems as those costs have been

previously approved. Attorney General's exceptions, pp. 13-14. The Attorney General maintains that replacement power costs that were undisclosed or whose causes were not identified cannot possibly be approved as reasonable and prudent since they were not litigated in any previous case. *Id.*, p. 14. Additionally, the Attorney General argues that the May 18 order does not prevent a review of prior years' costs because the May 18 order provides authorization "to place into the regulatory asset all costs associated with the allegedly defective work performed by Toshiba America Energy Systems Corporation at Ludington Pumped Storage Plant *that have not previously been reviewed by the Commission and approved for incorporation into rates.*" *Id.*, p. 15. (emphasis in original).

ABATE filed exceptions related to Ludington and also argues that the Commission should require Consumers to identify replacement power costs for 2019 through 2021 related to Toshiba's defective work for Ludington units 1, 2, 4, 5, and 6 as those costs were not adequately addressed in the company's prior PSCR cases. ABATE's exceptions, p. 6. ABATE also suggests in exceptions that the company only proposed removing \$126,805 in replacement power costs incurred due to outages at Unit 3. ABATE's exceptions, p. 7.

Consumers argues that the Attorney General's exceptions merely echo the same arguments that were previously addressed in briefing and rejected by the ALJ. Consumers' replies to exceptions, p. 10. Consumers reiterates that Toshiba-related replacement power costs from 2019 through 2021 were considered adequately based on what was known at the time regarding both the defects and the costs, and that these costs have already been reconciled. *Id.*, p. 14.

Consumers also argues in replies to ABATE's exceptions that after the Commission issued its order in Case No. U-21310 approving a regulatory asset for Toshiba-related costs, the company filed revised and supplemental testimony that moved to the regulatory asset Toshiba-related

replacement power costs that were originally included in the case for recovery, and in total, the company has recorded into the regulatory asset account \$2,202,362 of replacement power costs incurred in 2022 as a result of defective Toshiba work. *Id.*, p. 20.

The Commission previously addressed the same issue in Case No. U-21051, which provided that:

[t]he Commission agrees that the identified issues with the Ludington units other than Unit 3 are concerning. However, the Commission agrees with DTE Electric that the replacement power costs for 2020 and 2021 are not properly before the Commission in this 2022 PSCR reconciliation proceeding. The Commission finds that the annual reporting requirement, along with detailing the amount of the regulatory asset and any material developments relating to the ongoing litigation with Toshiba, ordered in Case No. U-21310, is sufficient and represents the appropriate proceeding for the Commission to monitor this issue for all affected units.

February 27, 2025 order in Case No. U-21051, p. 19. Likewise, the Commission finds in this case that the annual reporting requirement, along with detailing the amount of the regulatory assets and disclosing any material developments relating to the ongoing litigation with Toshiba, ordered in Case No. U- 21310, are sufficient and that docket represents the appropriate proceeding for the Commission to monitor this issue for all affected units. The Commission further finds that Consumers properly removed \$2,202,362 of replacement power costs related to the Toshiba work.

Hold Harmless Payments

The ALJ explained that Consumers and Cadillac are parties to an amended PPA that was executed in May 1997, and that the parties agreed to a reduced dispatch agreement (RDA) that allows Cadillac to deliver less power to Consumers when Cadillac's cost of production is greater than the PPA's dispatch price. PFD, p. 44. The ALJ recognized that at issue in this matter is the Hold Harmless Payment provision in Section 4 of the RDA, which requires Cadillac to reimburse Consumers for the additional costs of replacement energy. *Id.*

Section 4 of the RDA reads in relevant part:

Hold Harmless Payment. The economic dispatch procedure identified in Section 2(a) of this RDA is expected to reduce electric production at the Plant from what would have occurred using the PPA Dispatch Price. The reduction in electric production at the Plant will result in replacement of energy from some combination of increased output from other generating units owned or controlled by [Consumers] and/or increased purchases of energy from third-party power suppliers and/or reduced sales to third party power purchasers. Cadillac will reimburse [Consumers] for the additional costs of such replacement energy in an amount equal to the sum of the hourly products of the Mitigated Dispatch and the positive difference between Displacement Cost and the PPA Dispatch Price. . . .

Exhibit BMP-23, pp. 4-5. The PPA Dispatch Price is defined as “the variable charges that would be applicable for Dispatch in accordance with the PPA expressed in \$/MWh [megawatt-hour].”

Id., p. 3.

Consumers argued that the hold harmless payments are properly calculated and that the “variable charges” mentioned in the definition of PPA Dispatch Price cannot be understood without reference to the PPA. Consumers’ initial brief, p. 40. Consumers continued that according to Subsection 3.1 of the PPA, the variable expense payment rate (VEPR) is the appropriate measure of variable charges under the definition of PPA Dispatch Price. *Id.*, p. 44.

Cadillac claims that Consumers incorrectly calculated the hold harmless payment and owes Cadillac a refund. Cadillac argued that Consumers improperly excluded nitrogen oxide (NOx) allowance costs when calculating both the hold harmless payments and the net benefits payments, resulting in an underpayment of \$480,333.44. Cadillac’s initial brief, pp. 19-20. Cadillac argued that its position is consistent with other language in the Hold Harmless Payment provision, “which makes clear that Cadillac is only obligated to hold Consumers harmless for the additional costs of such replacement power.” *Id.*, p. 20. Cadillac explained that although additional fuel costs qualify as “variable charges,” it is only requesting that the 2022 hold harmless payments be recalculated to include NOx allowance costs. *Id.*, p. 21. Cadillac maintained that Consumers is forcing Cadillac

to pay \$600,416.80 of NOx allowance costs that Consumers did not incur and that Consumers is only entitled to 20% of that amount as a net benefits payment, which reduces the requested refund owed to Cadillac to \$480,333.44. Cadillac's reply brief, p. 3.

Consumers argued that Section 4 of the RDA uses replacement power costs as the measure of the hold harmless payment, and that the PPA Dispatch Price does not promise Cadillac a credit for all its extraneous costs like NOx allowance costs. Consumers' reply brief, p. 18. Consumers maintained that Cadillac's oversimplification of the hold harmless payment and net benefit calculation has led Cadillac to believe that it is entitled to recover all costs it would have incurred but for the RDA, which the RDA does not promise. *Id.*, p. 20. Additionally, Consumers averred that Cadillac's interpretation of "variable charges" within the definition of PPA dispatch price is contrary to the canons of contract interpretation because it disregards qualifying language and would render the words in accordance with the PPA expressed in "\$/MWh" nugatory. *Id.*, p. 22. Consumers concluded that the plain language of the relevant provisions demonstrates that the company calculated the hold harmless payments correctly. *Id.*

Following a detailed overview of the parties' testimony and arguments, the ALJ agreed with Consumers that, under the plain language of the RDA, the VEPR referenced in Subsection 3.1 of the PPA is the appropriate determination of the variable charges at the center of the parties' dispute and that a contract must be interpreted to "give effect to every word, phrase, and clause," while an interpretation that would "render any part of the contract surplusage or nugatory" should be avoided. PFD, p. 60 (quoting *Klapp v United Ins Group Agency, Inc*, 468 Mich 459, 468; 663 NW2d 447 (2003)). Thus, the ALJ provided, the definition of Dispatch Price in the PPA is "the variable charges that would be applicable for Dispatch in accordance with the PPA." PFD, p. 60. The ALJ concluded that the PPA makes clear that the variable charges are applicable for dispatch

and that the VEPR applies when Cadillac's cost of production is greater than the VEPR, including instances when the RDA is triggered due to Cadillac's relatively high cost of production. *Id.*, pp. 60-61. The ALJ further concluded that the language of the RDA confirms that the PPA is the correct reference point for assessing the variable charges at issue. *Id.*, p. 60.

The ALJ dismissed Cadillac's argument that the definition of variable charges cannot depend on Subsection 3.1 of the PPA because the RDA changed the dispatch procedure contained within that subsection. *Id.*, p. 62. The ALJ agreed that the RDA changed the dispatch procedure established in the PPA but did not change the fact that the RDA incorporates the PPA for purposes of calculating the hold harmless payment. *Id.* Ultimately, the ALJ found that Cadillac failed to establish that Consumers miscalculated the hold harmless payments.

In exceptions, Cadillac argues that the ALJ failed to enforce unambiguous contractual language. Cadillac contends that "variable charges" include the cost of NOx allowances for which the U.S. Environmental Protection Agency's (EPA) Clean Air Act (CAA) regulations mandate that Cadillac hold for all power which it generates and delivers to Consumers. Cadillac's exceptions, p. 1. Cadillac maintains that it is statutorily authorized to recover those costs under MCL 460.6a(10), and that the Commission has repeatedly authorized the recovery of NOx allowance costs. *Id.* Cadillac maintains that there can be no dispute either that EPA's CAA regulations require Cadillac to purchase and hold NOx allowance emissions when it generates power for delivery to Consumers under either the PPA or RDA and that MCL 460.6a(10) entitles Cadillac to recover its NOx allowance costs. *Id.*, pp. 5-6.

In replies to exceptions, Consumers does not dispute that the company might have paid Cadillac NOx allowance costs if the RDA did not exist and that the Commission found such costs to be reasonable. Consumers' exceptions, p. 22. However, Consumers provides that the NOx

costs were properly excluded from the hold harmless calculation consistent with the plain language of the RDA and PPA. *Id.*

On pages 44-60 of the PFD, the ALJ provided a detailed analysis of the relevant testimony, arguments, case law, and provisions of the RDA and PPA. In so doing, the ALJ ultimately found that under the plain language of the RDA, the VEPR referenced in Subsection 3.1 of the PPA is the appropriate determination of the variable charges at the center of the parties' dispute. The Commission adopts the ALJ's findings and conclusions on this issue and finds that Cadillac failed to establish that Consumers miscalculated the hold harmless payments.

The Commission further finds that the ALJ's findings and conclusions of law on all undisputed issues in this case and any matter not specifically addressed in this order are well-reasoned and should be adopted.

THEREFORE, IT IS ORDERED that:

A. Consumers Energy Company's application for a power supply cost recovery reconciliation for calendar year 2022 is approved, as modified by this order.

B. The request of the biomass merchant plants for \$16,369,443 in capped costs and \$10,249,098 in uncapped costs is approved.

C. Consumers Energy Company's net power supply cost recovery underrecovery balance of \$415,514,140, inclusive of interest, shall be reflected as the company's 2023 power supply cost recovery reconciliation beginning balance.

D. Consumers Energy Company's net financial compensation mechanism overrecovery balance of \$1,968,924, inclusive of interest, shall be reflected as the company's 2023 financial compensation mechanism calculation beginning balance.

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 and to the Michigan Department of Attorney General - Public Service Division at sheacl@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 10, 2025.

Lisa Felice, Executive Secretary


PROOF OF SERVICE

STATE OF MICHIGAN)

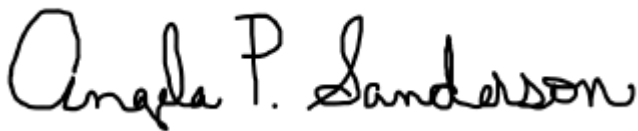
Case No. U-21049

County of Ingham)

Brianna Brown being duly sworn, deposes and says that on April 10, 2025 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 10th day of April 2025.



Angela P. Sanderson
Notary Public, Shiawassee County, Michigan
As acting in Eaton County
My Commission Expires: May 21, 2030

Service List for Case: U-21049

Name	On Behalf Of	Email Address
Amit T. Singh	MPSC Staff	singha9@michigan.gov
Anna B. Stirling	MPSC Staff	stirlinga1@michigan.gov
Bret A. Totoraitis	Consumers Energy Company	bret.totoraitis@cmsenergy.com
Brian W. Coyer	Residential Customer Group	bwcoyer@publiclawresourcecenter.com
Celeste R. Gill	Department of Attorney General	gillc1@michigan.gov
Christopher S. Saunders	ALJs - MPSC	saundersc4@michigan.gov
Consumers Energy Company (1 of 2)	Consumers Energy Company	mpsc.filings@cmsenergy.com
Consumers Energy Company (2 of 2)	Consumers Energy Company	kelly.hall@cmsenergy.com
Don L. Keskey	Residential Customer Group	donkeskey@publiclawresourcecenter.com
Evan B. Keimach	Consumers Energy Company	evan.keimach@cmsenergy.com
Michael J. Pattwell	Association of Businesses Advocating Tariff Equity (ABATE)	mpattwell@clarkhill.com
Robert W. Beach	Consumers Energy Company	robert.beach@cmsenergy.com
Spencer A. Sattler	Consumers Energy Company	spencer.sattler@cmsenergy.com
Stephen A. Campbell	Association of Businesses Advocating Tariff Equity (ABATE)	scampbell@clarkhill.com
Thomas J. Waters	Cadillac Renewable Energy, LLC	tjw@runningwise.com
Thomas J. Waters	Hillman Power Company, LLC	tjw@runningwise.com
Thomas J. Waters	TES Filer City Station, LP	tjw@runningwise.com
Thomas J. Waters	National Energy of McBain, Inc.	tjw@runningwise.com
Thomas J. Waters	National Energy of Lincoln, Inc.	tjw@runningwise.com
Thomas J. Waters	Genesee Power Station, LP (GPS)	tjw@runningwise.com
Thomas J. Waters	Grayling Generating Station	tjw@runningwise.com