S T A T E   O F   M I C H I G A N

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

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In the matter of the complaint of **VASSAR ACQUISITIONS LLC** against **DTE ELECTRIC COMPANY**.	)	Case No. U-21797

At the June 11, 2026 meeting of the Michigan Public Service Commission in Lansing, Michigan.

PRESENT: Hon. Daniel C. Scripps, Chair
Hon. Katherine L. Peretick, Commissioner
Hon. Shaquila Myers, Commissioner

ORDER

History of Proceedings

On September 18, 2024, Vassar Acquisitions LLC (Vassar) filed a complaint against DTE Electric Company (DTE Electric). On September 20, 2024, the Commission determined that the complaint did not state a prima facie case. On September 25, 2024, Vassar filed an amended complaint that was determined to state a prima facie case (amended complaint). On October 15, 2024, DTE Electric filed an answer to the amended complaint.

On November 26, 2024, a prehearing conference was held before Administrative Law Judge Sally L. Wallace (ALJ Wallace) in which Vassar, DTE Electric, and the Commission Staff (Staff) participated and a schedule was set for this matter. On February 4, 2025, a protective order was approved for use in the case by ALJ Wallace.

On May 19, 2025, DTE Electric filed a motion for interim payment and Vassar filed a response to the motion. On May 27, 2025, ALJ Wallace issued a ruling denying the motion for interim payment (filing #U-21797-0044).

On June 4, 2025, this matter was reassigned to ALJ Lesley C. Fairrow (ALJ).

On June 6, 2025, direct testimony and exhibits were filed by Vassar and DTE Electric. On July 11, 2025, rebuttal testimony and exhibits were filed by Vassar, DTE Electric, and the Staff. On July 30, 2025, the Staff filed supplemental rebuttal testimony and exhibits.

On July 30, 2025, DTE Electric and Vassar each filed motions for summary disposition (Vassar's motion was for partial summary disposition). On August 20, 2025, DTE Electric and Vassar each filed responses. On August 27, 2025, DTE Electric filed a reply to Vassar's response. On September 10, 2025, the ALJ denied both motions for summary disposition (filing #U-21797-0089). On September 24, 2025, Vassar filed an application for leave to appeal the denial of its motion for partial summary disposition pursuant to Mich Admin Code, R 792.10433 (Rule 433). On October 8, 2025, DTE Electric filed a response in opposition to the application for leave to appeal.

On August 15, 2025, Vassar filed a motion to strike portions of DTE Electric's direct and rebuttal testimony. On August 22, 2025, DTE Electric filed a response. On August 28, 2025, the ALJ denied the motion to strike (filing #U-21797-0085).

On October 6, 2025, DTE Electric filed revised direct and rebuttal testimony. Evidentiary hearings took place on November 18-19 and 24, 2025. On December 10, 2025, Vassar filed revised direct and rebuttal testimony and exhibits.

On January 9, 2026, initial briefs were filed by DTE Electric, the Staff, and Vassar. On January 21, 2026, reply briefs were filed by the same parties.

On March 9, 2026, the ALJ issued a public and confidential version of the Proposal for Decision (PFD). On March 30, 2026, Vassar filed exceptions. On April 13, 2026, DTE Electric and the Staff each filed replies to exceptions.

The record consists of 590 pages of transcript in eight volumes and 74 exhibits admitted into evidence.[1] Almost all of the public filings in this docket were redacted and some of those filings were accompanied by a confidential (unredacted) version for filing in the docket.[2] The Commission notes that it has examined the entire record in this matter and none of the confidential material will be expressly discussed in this order. Thus, the order is unredacted. The Commission

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[1] The revised direct testimony of two DTE Electric witnesses inadvertently appears in the transcript twice in Volumes 6 and 8, but Volume 8 also contains the revised rebuttal testimony that is missing from Volume 6. *See*, PFD, p. 7, n. 20.

[2] The protective order provides that:

> "Protected Material" consists of trade secrets or confidential, proprietary, or commercially sensitive information provided in Disclosing Party's application, exhibits, discovery, or audit responses, any witness' related exhibits and testimony, motions, objections, briefing, responses to an order issued by the presiding hearing officer or the Michigan Public Service Commission ("MPSC" or the "Commission), and any arguments of counsel describing or relying upon the Protected Material. Subject to challenge under Paragraph IV.A, Protected Material shall also consist of non-public confidential information and materials including [additional materials as described in the protective order].

Protective order, p. 2; *see*, *id.*, pp. 2-3. Confidential treatment is determined by the parties (unless challenged), as described in the protective order. Confidential treatment of allegedly protected material does not appear to have been applied consistently throughout the record in this case. Additionally, filings #U-21797-0124 and #U-21797-0135 were "Filed Under Seal," thus indicating that they are unredacted versions of the transcripts of Volumes 5, 6, 7, and 8; however, these transcripts remain redacted in ways that do not appear to reflect a need to protect critical energy infrastructure information or personally identifiable information. The Commission also notes that it is not the responsibility of the ALJ or the opposing parties to provide the Commission with copies of any party's evidence. Many of the confidential exhibits do not appear in the docket and were never filed with the Commission, leaving only the public versions in the docket.

provides cites to confidential material where necessary for a reasoned analysis of the disputed issues.

<u>Background</u>

In the amended complaint, Vassar stated that this action involves a 90-acre property that Vassar purchased in 2018 in Vassar, Michigan (referred to by Vassar as the Subject Property), for a "tenant's operation of a state-licensed cannabis grower facility[.]" Amended complaint, p. 2. Vassar alleged that this dispute:

> involves DTE's inducing Vassar to enter a series of agreements, ultimately including a line extension agreement [LEA] and related guaranty agreement for $825,000, by misrepresenting the power accessible through DTE's electric service system at the Subject Property, causing Vassar to spend thousands of dollars and months of time and energy to change its facility plans to meet the power limitations DTE claimed were present at the Subject Property, including causing Vassar to decommission three power access feeds at the Subject Property, thereby reducing the availability of and access to electric power service and then 'pulling the rug out from under' Vassar by claiming that meeting Vassar's power needs would also require a $1 million to $2 million investment in capacitor equipment.

Id.[3] Vassar claimed that the result of DTE Electric's actions is that Vassar "is now being charged thousands and thousands of dollars every month for [Rate] D11 demand charges for electric power that it does not and will not use." *Id.*

Noting that the Subject Property had previously housed a steel foundry, Vassar alleged that it informed DTE Electric that it "intended to develop a large cannabis campus at the Subject Property" and the utility responded that the property had access to "at least 20 MVA [megavolt-ampere] of power through three separate feeds[.]" *Id.*, p. 5. Vassar alleged that on November 13, 2020, it received a method of service (MOS) agreement from DTE Electric (original MOS agreement) that offered 3 MVA of power and did not identify the need for any capacitor

[3] All references to "DTE" in this order are to DTE Electric.

equipment. Vassar did not enter into the original MOS agreement. *Id*., p. 10. Thereafter, according to the amended complaint, on September 3, 2021, DTE Electric informed Vassar that the utility could not provide sufficient power to meet the needs of Vassar's Phase I projects; and, in December 2021, DTE Electric informed Vassar that a capacitor would need to be installed "to meet the Phase I 2.3 MVA load." *Id*., pp. 6-7. Vassar alleged that DTE Electric also informed Vassar that "the 40,000-volt DTE sub-transmission system, which feeds power to other retail Complainants [sic] in the area was outdated." *Id*., p. 8. Vassar stated that on February 17, 2022, it received a new MOS agreement, which included a requirement for a capacitor and the associated imposition of additional costs, despite the fact that Vassar's electrical engineering requirements had not changed between 2020 and 2022 and these demands had not been included in the original MOS agreement. Vassar alleged that the apparently necessary infrastructure work will be performed "miles away from the Subject Property" and will service over 10,000 other customers. *Id*., p. 10.

Vassar alleged that the differences between the original MOS agreement and the new MOS agreement demonstrate that DTE Electric failed to properly maintain its own infrastructure and failed, over a two-year period, to properly investigate and communicate the actual power needs associated with Vassar's intended use of the Subject Property. Vassar alleged that DTE Electric could not have met the requirements of the original MOS agreement. *Id*., p. 10. Vassar stated that it has invested $50 million in this project based, in part, on the utility's representations, and that the utility has done nothing to prepare for the increased load. Vassar alleged that it was forced to sign the LEA guaranty for $825,000 on June 8, 2022; and that, on September 21, 2023, it submitted a "Request for Rate Change to DTE from D3-General Service to D-11 Primary Supply" and that it was not offered other rate options. *Id*., p. 13.

Vassar's complaint contains five counts, later reduced to four.[4] Count I alleged that "DTE orchestrated a series of unjust, unlawful, and/or unreasonable acts, practices, and/or omissions in connection with the rates, fares and terms of service imposed by DTE on Complainant by a utility in violation of MCL 462.25" by, among other things: (1) requiring Vassar to pay $1-2 million for a capacitor that must be installed in less than one year; (2) forcing Vassar to execute the LEA and pay the LEA guaranty; (3) "issuing shut off notices in excess of $905,826.23[;]" (4) giving Vassar conflicting information about the available power; (5) requiring Vassar to decommission feed lines; and (6) failing to communicate adequately or to offer other rate options. Amended complaint, pp. 15-16. For Count I, Vassar requested that the Commission initiate an investigation into the utility's compliance with MCL 462.25.

Count II alleged a violation of MCL 462.25 regarding Rate D11 because Vassar "is paying for more power than it can use because of DTE's misfeasance and malfeasance and DTE's use of the D11 rate's minimum demand charge requirements." Amended complaint, p. 17. For Count II, Vassar requested that the Commission initiate an investigation into the utility's unjust use of Rate D11.

Count III alleged a violation of Mich Admin Code, R 460.3501 (Rule 501) due to DTE Electric's failure to maintain its distribution system. Amended complaint, p. 17. For Count III, Vassar requested that the Commission initiate an investigation into the utility's compliance with Rule 501.

Count V alleged a violation of Mich Admin Code, R 460.3503 (Rule 503) based on DTE Electric's "failure to meet the electric capacity large enough to meet Complainant's normal demands for service with a reasonable reserve for emergencies at the Subject Property" after

[4] Count IV was voluntarily dismissed by Vassar. Vassar's initial brief, p. 6, n. 3; PFD, p. 58.

initially asserting that it could provide sufficient power. Amended complaint, p. 18. For Count V, Vassar requested that the Commission initiate an investigation into the utility's compliance with Rule 503.

In its request for relief, Vassar asked the Commission to find that "the $905,826.23 in electrical service and fees, and the contracts and agreements executed by the Complainants are unjust, unlawful, and/or unreasonable and DTE's conduct, practices, and omissions have been unjust and unreasonable in that they violate MCL 462.25[.]" Amended complaint, p. 19. Vassar also asked that the Commission: (1) initiate the listed investigations and find that DTE Electric has violated MCL 462.25 and Rules 501 and 503, (2) order DTE Electric to adjust the terms of Rate D11 to make them just and reasonable, (3) find that the utility's application of Rate D11 to Vassar is unjust and unreasonable, (4) investigate DTE Electric's practice of requiring infrastructure improvements from customers when the improvement is unnecessary, and (5) order DTE Electric to refrain from interrupting service to the Subject Property based on non-payment by Vassar. Amended complaint, pp. 19-20.

In its answer, DTE Electric largely denied the legal and factual bases of the amended complaint and asserted eight affirmative defenses, including that it maintains good engineering practices and uniform quality of service as well as electric capacity sufficient to meet all normal demands for service with a reasonable reserve for emergencies. DTE Electric's answer, pp. 1-31.

<u>The Proposal for Decision</u>

In the PFD, the ALJ provided a detailed description of the positions of the parties that will not be repeated here. PFD, pp. 7-46. The ALJ began her discussion of the issues by noting the applicable legal standards embodied in the statutes and rules cited by the parties, including MCL 460.58, MCL 460.557(4), Mich Admin Code, R 792.10439 (Rule 439) (which governs complaints before the Commission), and R 792.10446 (Rule 446) (which governs the burden of proof in complaint cases). PFD, pp. 46-48.

Turning to Counts I and II, the ALJ noted that these counts allege a violation of MCL 462.25. PFD, p. 48. MCL 462.25 provides as follows:

> All rates, fares, charges, classification and joint rates fixed by the commission and all regulations, practices and services prescribed by the commission shall be in force and shall be prima facie, lawful and reasonable until finally found otherwise in an action brought for the purpose pursuant to the provisions of section 26 of this act, or until changed or modified by the commission as provided for in section 24 of this act.

The ALJ concluded that "Vassar presents no persuasive evidence to support a claim that DTE violated MCL 462.25." PFD, p. 48.

In support of its assertion that DTE Electric violated this statute, Vassar claimed that it should not be required to pay any amount towards the installation of a new capacitor on the subtransmission system which would be used not only by Vassar but by 10,700 other customers, and that the contract terms and the rate imposed by DTE Electric under Section C6 of the utility's Rate Book are unreasonable. Vassar's initial brief, pp. 23-32. Vassar argued that the subtransmission system was already known to be deficient and thus the burden of correcting it should not lie with Vassar; and that the LEA is unreasonable and, in any case, addresses only the distribution system and not the subtransmission system and thus is not applicable to Vassar. *Id*., pp. 28-36; Vassar's reply brief, pp. 2-3.

DTE Electric countered that, in imposing the contract terms contained in the LEA and the new MOS agreement, it properly relied on the power flow study which showed that adding Vassar's requested load would result in cascading outages to its customers, thus demonstrating the need for the infrastructure improvements for which Vassar was required to contribute to the cost. DTE Electric's initial brief, pp. 5-18. DTE Electric argued that its Rate Book calls for the customer whose load necessitates infrastructure improvements to contribute to the cost of those improvements, and maintained that it actually charged Vassar less than it could have charged by applying a standard allowance and deferring the minimum demand requirement for 14 months. *Id*., pp. 13-15; DTE Electric's reply brief, pp. 2-7.

The Staff stated that the subtransmission system is part of the distribution system and that the requirement for the customer to contribute to the cost of the additional infrastructure that the customer's load necessitates conforms to the applicable statutes and rules. Staff's reply brief, pp. 1-7.

The ALJ found that Vassar and DTE Electric properly entered into the LEA. PFD, p. 52. She analyzed the utility's tariffs and noted that Section C6 of the Rate Book:

> sets forth the terms and conditions under which the Company constructs and extends its electrical supply facilities to serve new loads and replace, relocate or otherwise modify its facilities. While "subtransmission" is not specifically named, the title of the section includes "Distribution Systems" which suggests that more than one distribution system is involved. Further, Section C6.1(7) allows DTE
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>> to make special contractual arrangements as to the provision of necessary service facilities, duration of contract, customer advances for construction, contributions in aid of construction, deposits, amounts of refunds, minimum bills, service charges or other service conditions.
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> Section C6.1(7) indicates the special arrangement may apply to prospective customers
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>> whose load requirements exceed the capacity of the available system in the area or whose load characteristics or special service needs require unusual or additional investments by the Company or where there is not sufficient assurance of the permanence of the use of the service.
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> Vassar has failed to establish a compelling reason to reject Staff and DTE's interpretation that the subtransmission system is a part of the distribution system and that charging it for the capacitor installation to mitigate a potential voltage issue on that system was prudent.

Id. (citations omitted). The ALJ further found that Vassar and DTE Electric negotiated the terms of the LEA and she took note of the terms of certain confidential aspects of the new MOS agreement. She found that Vassar did not "refute that it engaged engineering and legal professionals to negotiate on its behalf before executing these agreements." *Id*., p. 53 (citing 5 Tr 92-93). She further observed that Vassar referred to the "sub-transmission electric distribution system" in the amended complaint, thus indicating that subtransmission is a form of distribution. *See*, amended complaint, p. 17. The ALJ concluded that Vassar had not shown that capacity within the distribution system and voltage within the subtransmission system should be treated as separate and distinct, and thus she was not persuaded that the LEA and the new MOS agreement were unlawful. PFD, p. 53.

The ALJ found that DTE Electric relied on the power flow study to conclude that the infrastructure improvement was required in order to address Vassar's load, and that Vassar did not show that the power flow study was incorrect or an inappropriate way to determine the nature of the problem. She further found that Vassar did not show that the capacitor failed to resolve the voltage issues associated with Vassar's load. *Id*., p. 54. The ALJ found credible the Staff's testimony opining that the capacitor was a narrowly tailored resolution to the additional voltage problem created by Vassar's load. *Id*. (citing 7 Tr 447). The ALJ concluded that:

> [f]or similar reasons, Vassar's assertion that it was unjust for it to pay costs toward a capacitor that would benefit 10,000+ other customers also fails. First, as indicated above, the tariff language only permits DTE to enter into special contract arrangements with the attaching customer that would cause a deficiency, even when there are other customers using the system that will be improved. Secondly, it is uncontested that Vassar is the main benefactor of the capacitor since most of the pre-existing issues on the system remained after the capacitor was installed. And again, Staff investigated whether the capacitor costs were properly applied and did not find that DTE violated any rule.

PFD, p. 54. Having found that Vassar and DTE Electric lawfully entered into the LEA, the ALJ found that Vassar was on the appropriate rate and was charged by DTE Electric in compliance with the Commission-approved tariff. She further noted that Vassar does not challenge the rates or charges for the electrical service. The ALJ found no violation of MCL 462.25.

The ALJ then turned to Counts III and V, which allege violations of Rules 501 and 503, respectively. Rule 501 provides as follows: "The electric plant of an electric utility or cooperative must be constructed, installed, maintained, and operated pursuant to accepted good engineering practice in the electric industry to ensure, as far as reasonably possible, continuity of service, uniformity in the quality of service furnished, and the safety of persons and property." Rule 503 provides as follows: "The electric capacity regularly available from all sources must be large enough to meet all normal demands for service and to provide a reasonable reserve for emergencies."

Vassar argued that DTE Electric failed to maintain its subtransmission system in conformance with good engineering practices, as evidenced by the need to install the capacitor even during the construction phase of Vassar's project, which Vassar described as requiring a relatively small amount of power. Vassar contended that this demonstrated that the utility already had an underlying voltage issue. Vassar's initial brief, p. 37; Vassar's reply brief, p. 4. Based on the Staff's testimony regarding trends in DTE Electric's subtransmission investments, Vassar contended that DTE Electric had not properly prioritized subtransmission investment, leading to the payments required from Vassar. *Id*., pp. 1-2.

DTE Electric countered that, prior to adding Vassar's load, the utility had sufficient capacity for its customers and had been managing its preexisting voltage violations. DTE Electric's initial brief, pp. 17-18. DTE Electric argued that the addition of Vassar's load, in the absence of the additional capacitor, would result in an exponential increase in the voltage violations. *Id*.

The Staff also contended that the installation of the capacitor was required in order for the utility to maintain compliance with Rule 501 and to maintain reliable, uniform, and safe service for other customers; and that voltage violations do not amount to a violation of Rules 501 and 503. Staff's initial brief, pp. 17-25. The Staff also opined that it was very unlikely that any investment on the part of DTE Electric prior to the addition of Vassar's load would have changed the cost situation for Vassar. *Id*., pp. 18-19. However, the Staff recommended that further evaluation of the utility's subtransmission investments should take place in a distribution planning case. Specifically, the Staff recommended the Commission direct DTE Electric to address "in its next distribution plan [case]—scheduled to be filed in 2026—the following: 1) Describe how pre-voltage violations influence the prioritization of subtransmission projects; and 2) Thoroughly discuss how it plans to address subtransmission system areas that are experiencing voltage violations." *Id*., p. 26.

The ALJ concluded that, while there was evidence of low voltage issues in the area of the Subject Property prior to Vassar's project commencement, Vassar failed to provide evidence rebutting DTE Electric's evidence showing that adding Vassar's load would create a risk of cascading outages for customers in the area. PFD, p. 57. The ALJ found that:

> while there were some violations even without adding Vassar's load to the system, the power flow study concluded that power delivery planning could not support adding Vassar's new load unless the capacitor was also installed. Furthermore, DTE's witness testified that after the first MOS expired the cannabis market in the DTE service area "was booming" and additional load was added to the system, and Vassar concedes that it did not know the total available load on the 40kV [kilovolt] conductor or subtransmission system when it was ready to take service. Vassar also does not offer any evidence that DTE's practice of reallocating energy on its system when a customer vacates a property and their energy usage stops is improper or in

> violation of the Commission's rules. For these reasons, this PFD finds there is no violation of the Commission's Technical Standards for Electric Service.

Id. (citations omitted). Thus, the ALJ found no violation of Rules 501 or 503.

Having found that none of the counts in the amended complaint were sustained, the ALJ recommended that Vassar's amended complaint be dismissed with prejudice. *Id*., p. 58. She further recommended that the Commission adopt the Staff's suggestion that, in DTE Electric's next distribution plan case, the utility provide "(1) [a] description of how pre-existing voltage violations influence the prioritization of subtransmission system investment; and (2) [a] thorough discussion of how it is addressing subtransmission system areas that are experiencing voltage violations." *Id*.

<u>Exceptions and Replies to Exceptions</u>

Vassar begins its exceptions by stating that it takes general exception to the ALJ's conclusion because it would allow DTE Electric to avoid any consequence, "other than future investigation of subtransmission low voltage issues, before the Commission for the ham-handed and less-than-informed and forthright manner in which it engaged" with Vassar. Vassar's exceptions, p. 1. Vassar complains that DTE Electric personnel actually had no idea how much capacity was available on the system and the sales and marketing teams performed poorly in their service to this new industrial customer. Vassar further complains that the utility would not have been able to perform under the original MOS agreement even if Vassar had accepted it. *Id*., p. 3. Vassar also argues that the ALJ is mistaken in implying that only DTE Electric witnesses were subject to cross-examination.

Vassar argues that Rule 439 (governing complaints) was violated when DTE Electric exceeded its "tariff rate authority" by imposing special conditions on Vassar, and that the capacitor was installed to fix the utility's general subtransmission problems. *Id*., p. 4. Vassar contends that DTE Electric installed the capacitor in order to resolve its subtransmission issues in a location that most benefits the utility and helps to resolve the utility's pre-existing voltage violations (which were not caused by Vassar). Vassar asserts that DTE Electric did not refute Vassar's evidence showing that Vassar is a highly-efficient power user and does not use reactive power which, Vassar asserts, is the type of power implicated in low voltage events. Vassar adds that one of the rules relied upon by the Staff in the Interconnection and Distributed Generation Standards (the MIXDG rules) "was adopted in 2023." *Id*., p. 5. Vassar notes that the LEA was executed in 2022 and thus argues that the MIXDG rules (adopted in 2023) should have no bearing on the case. *Id*., pp. 5-6.

Vassar argues that DTE Electric itself treats the 40kV subtransmission system separately from the distribution system, noting that DTE Electric's expert testified that the subtransmission system '"flows through a separate distribution system[.]"' *Id*., p. 5.[5] Thus, Vassar contends that the LEA applies only to distribution system upgrades and not to subtransmission system upgrades, and thus does not apply to Vassar. Vassar repeats its assertion that DTE Electric acted outside of its tariff authority when forcing Vassar into the LEA that required a contribution towards the cost of the capacitor. Vassar notes that the Staff is asking the Commission to require DTE Electric to provide more information about low voltage conditions on the subtransmission system in future proceedings, which indicates that a problem exists. Finally, Vassar charges DTE Electric with having made false representations during the development of the project. Vassar faults the ALJ for indicating that Vassar should have known how much load was available on the utility's system,

[5] Vassar did not provide a cite from the record for the quote but the Commission understands this quote to be at 6 Tr 298.

and argues between at least 2018 and 2021 DTE Electric failed to make the correct determination regarding the load. *Id*., p. 8.

In reply, DTE Electric argues that Vassar's general exception to the PFD has no basis. DTE Electric contends that the original MOS agreement, "which inadvertently omitted that a capacitor was necessary to sustain Vassar's load," expired by its own terms and thus provided no basis for future planning by Vassar. DTE Electric's replies to exceptions, p. 2. The utility argues that Vassar agreed to "pay for a fraction of the upgrades necessary to accommodate its load. It has yet to honor that obligation." *Id*., p. 3. DTE Electric adds that the ALJ considered all of the cross examination as evidenced on pages 33 and 45 of the PFD.

DTE Electric contends that Vassar provides no support for its objection to the ALJ's findings with respect to Counts I and II and notes that exceptions must be supported by a reasoned discussion of the evidence and the law. DTE Electric's replies to exceptions, p. 3 (citing Mich Admin Code, R 792.10435(3)). As such, the utility contends that this exception has been waived because it is not up to the court to discover the basis for a party's argument. DTE Electric contends that Vassar failed to address the ALJ's reliance on the Staff's confirmation that an attaching customer should bear the cost of the upgrades required to accomplish the attachment. DTE Electric asserts that the capacitor was the appropriate and necessary solution to address the voltage violations caused by Vassar's attachment to the system, and that there was no dispute that the voltage problem occurred at the 40kV subtransmission system located at Derby Station. DTE Electric's replies to exceptions, p. 4. DTE Electric adds that Vassar has failed to show that there is any support in the Rate Book or elsewhere for apportioning the costs to other customers, and notes that the Staff testified that it is a standard feature of the connection process for a new customer to be held responsible for at least a portion of the upgrades required to accomplish its connection.

DTE Electric maintains that Vassar attempts to confuse the definitions of distribution and subtransmission and argues that the "Rate Book makes clear that its reference to DTE's 'distribution system' refers to all equipment through which electrical power is distributed to DTE customers. Several provisions in Rule C6 underscore that it applies to all DTE equipment, including subtransmission systems." *Id*., p. 5. DTE Electric cites to the introduction to Rule C6.1 and the opening sentences of Rule C6.1(7) and notes that they refer to "facilities" and "electric supply facilities" indicating that they cover these broad categories. The utility avers that "distribution systems" (plural) as used in the tariffs does not refer simply to the substations and wires that connect directly to a customer's premises but rather to the systems through which power is distributed across the grid; and notes that the Staff agrees. *Id*., p. 6 (citing the Staff's reply brief, p. 4). DTE Electric contends that this concept did not come into being in 2023 when the MIXDG rules were promulgated but rather that those rules memorialized a generally-recognized concept that was standard. DTE Electric adds that "Vassar expressly acknowledged in the LEA that the Rate Book applies to subtransmission systems and thus authorized the charges at issue." DTE Electric's replies to exceptions, p. 7. The utility contends that Vassar was not forced to enter into the LEA and that Vassar provides no explanation for stating that DTE Electric acted outside of its tariff authority, noting that Vassar consulted with its management and legal teams during the process. DTE Electric alleges that Vassar has breached the LEA for nearly three years. *Id*., p. 8.

Finally, DTE Electric argues that Vassar failed to show that earlier subtransmission investment would have benefitted Vassar. DTE Electric rejects Vassar's claim that the ALJ suggests that Vassar should have known what capacity was available from DTE Electric, stating that the ALJ took note of the testimony that there was a significant increase in cannabis operations in recent years. *Id*., p. 9.

In its reply, the Staff argues that the Commission should reject Vassar's claim that the use of reactive power is the cause of the low voltage issues, stating that the record shows that low reactive power is one potential reason for a low voltage event. Staff's replies to exceptions, p. 2 (citing PFD, p. 15). The Staff argues that the voltage issues associated with Vassar's connection to the system would have occurred whether or not Vassar had a high-power factor. Staff's replies to exceptions, p. 2.

The Staff contends that Vassar benefitted from the installation of the capacitor more than proportionally to the share of the cost that has been placed on Vassar, noting that Vassar acknowledged that most of the pre-existing voltage violations remained on the utility's system even after installation of the capacitor. *Id*. (citing Vassar's exceptions, pp. 4 and 6). The Staff notes the ALJ's finding that it is uncontested that Vassar is the main benefactor of the capacitor '"since most of the pre-existing issues on the system remained after the capacitor was installed"' and yet Vassar was required to pay just a portion of the cost. Staff's replies to exceptions, p. 3 (quoting PFD, p. 54). The Staff contends that the implication that Vassar had to pay an amount disproportionate to its benefit should be rejected.

Finally, the Staff asserts that subtransmission is a part of the distribution system and is generally understood to be so. The Staff argues that this is consistent with the testimony of DTE Electric's witness, Ms. Daiva Sumskiene, who testified that DTE Electric '"generates power from a power plant, which then flows through a transmission system, which flows through a sub-transmission system (which can be 24 kV, 40 kV, or 120 kV), which flows through a separate distribution system, which consists of substations and power lines that connect directly to the customer's property."' Staff's replies to exceptions, p. 3 (quoting 6 Tr 298). The Staff disputes Vassar's interpretation of this testimony and rejects Vassar's arguments regarding the timing of the MIXDG rules. The Staff acknowledges that the rules were promulgated in 2023 (after the execution of the LEA in 2022), but argues that 2023 "is not the first time the Commission has discussed such a notion." Staff's replies to exceptions, p. 4. The Staff points out that the MIXDG rules were first proposed in 2021 and used the same concepts at that time in the draft rules, and that further evidence that the Commission has historically considered a subtransmission system to be part of the distribution system is available in the language of the January 14, 1998 order in Case No. U-11337, p. 3 (describing the difference between the transmission (above 120kV) and distribution (24kV to 120kV) systems). The subtransmission system is assumed to be part of the distribution system, per the Staff, and the Staff urges the Commission to continue to apply "the generally accepted, and routinely used notion, that the subtransmission system is part of the distribution system[.]" Staff's replies to exceptions, p. 6.

Discussion

Rule 446 provides as follows:

> The complainant generally has the burden of proof as to matters constituting the basis for the complaint and the respondent has the burden of proof as to matters constituting affirmative defenses. The burden of proof, however, may be differently placed, or may shift, as provided by law or as may be appropriate under the circumstances.

The Commission agrees with the ALJ that Vassar failed to carry its burden of proof as to the matters constituting the basis for the amended complaint. Vassar seeks an investigation into DTE Electric's alleged violations of certain statutes and rules. Vassar also asks the Commission to adjust the terms of Rate D11, find that Vassar is not required to contribute to the cost of the capacitor, find that the new MOS agreement and the LEA are invalid, and order DTE Electric to refrain from interrupting service to the Subject Property based on non-payment. An examination of the record demonstrates that Vassar has not proven its claims and does not qualify for the relief that it seeks.

A utility has a statutory obligation to serve a customer requesting service, and a contribution in aid of construction (CIAC) is a standard feature of ensuring that the utility is able to provide that service but not at the expense of other ratepayers. *See*, MCL 462.4(a); MCL 460.54; June 3, 2004 order in Case No. U-14109, pp. 3-6; DTE Electric's Rate Book, Rule C6.1(11). The Michigan Court of Appeals (quoting the Michigan Tax Tribunal and adopting its analysis) has found that:

> CIAC is a financial contribution to offset total construction costs of a project . . . CIAC is an 'upfront' payment from a third party to a utility that the utility thereafter spends, together with its own money, to construct [transmission and distribution] property. CIAC is required by the MPSC not to benefit the utility, but rather to protect existing utility ratepayers (i.e. other customers) from having their rates increased because new customers may require special more-expensive-to-install property than that of the typical existing ratepayers.

Wayne Co v State Tax Comm, 261 Mich App 174, 232; 682 NW2d 100 (2004).[6] While Vassar may have been in a different situation under the original MOS agreement in terms of CIAC, Vassar chose not to enter into the original MOS agreement. 5 Tr 151; 6 Tr 317-319. In June of 2021, Vassar changed its plans and increased its power requirements, and DTE Electric responded that the existing distribution system would not be able to accommodate that amount of power without additional infrastructure. 5 Tr 120; Exhibit C-4. Vassar provided new load calculations in January 2022 and DTE Electric provided the new MOS agreement in February 2022 and another version in March 2022. 5 Tr 122; 6 Tr 326; Exhibit C-19.

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[6] The Commission has issued hundreds of orders addressing and approving CIAC. Typical examples can be found in the June 19, 1991 order in Case No. U-9844, and the March 27, 2026 order in Case No. U-21870, pp. 15, 27, 387, 392-395, 409. *See also, e.g.*, Mich Admin Code, R 460.511-460.516.

The foundry that was previously located on the Subject Property had closed in 2015. 6 Tr 316. DTE Electric's witness testified that "[o]nce a property owner vacates its property and ceases its energy use, that energy is reallocated on DTE's system. When a new property owner moves in, DTE's ability to meet the new customer's projected electrical needs depends on the capacity available on DTE's system[.]" 6 Tr 315; *see also*, 5 Tr 234, 237. Vassar presented no evidence refuting the reasonableness of this deployment of existing power that is no longer needed at the premises where it was previously used. Vassar also failed to present evidence showing that it was not aware of the contents of the new MOS agreement, which, at a minimum, contained the estimated power usage for the Subject Property, the equipment that would service the Subject Property, the billing rate, the timeline for operations, and other technical information. 6 Tr 315; 5 Tr 231-232; 5 Tr 132-133; Exhibit C-19. Vassar initially engaged engineering professionals to identify how much power the planned development would need, and Vassar does not dispute the fact that it engaged engineering and legal professionals throughout the process of evaluating and negotiating the original and new MOS agreements and the LEA. *See, e.g.,* 5 Tr 92-93; Exhibit C-19; Exhibit C-20; *see also,* transcript volumes 5-8.

The subtransmission team at DTE Electric never confirmed that the utility had sufficient capacity to handle Vassar's projected load prior to the offer of the original MOS agreement, but this is irrelevant since Vassar chose not to execute that agreement. Vassar thereafter increased its projected needs, at which point DTE Electric informed Vassar that the addition of the proposed load could cause outages for thousands of customers and thus would require the addition of the capacitor, with some part of the cost (approximately $1 million at that time, which later changed) to be shared by Vassar. 6 Tr 322-323. DTE Electric presented the new MOS agreement and the LEA, which required no upfront payments from Vassar based on the fact that Vassar agreed to a minimum demand requirement associated with the rate that Vassar chose. 6 Tr 324-328; 5 Tr 238. Vassar agreed to the minimum demand condition and chose Rate D11. 6 Tr 326-327; 5 Tr 210. Vassar rejected a rate that allowed for interruptible service, which Vassar does not dispute. 6 Tr 327; 5 Tr 241. After negotiations and revisions, the agreements were executed in June 2022. 6 Tr 326. A temporary capacitor was installed in June 2022 and a permanent one was installed in May of 2025.[7] Vassar's cost was less than half of the estimated $1.8 million cost of the installed capacitor. 5 Tr 238. On September 21, 2023, Vassar requested to change rates. 5 Tr 239-240.

DTE Electric's witness, Daiva Sumskiene, explained that:

> [t]he 40 kV sub-transmission system at issue flows to 17 sub-stations in the Derby Station area, which in turn service approximately 10,704 customers. If energy consumed by those serviced by the 40 kV sub-transmission exceeds allowable limits, it can damage the system and cause widespread power outages. . . . I determine whether the system is adequately handling customer energy usage by monitoring the system's voltage limits. The sub-transmission system's voltage limits must stay within 95% to 105% of its nominal value under normal operations. If the system voltage falls outside of this required range, the customers' equipment (e.g., appliances, lights for residential customers, motors, industrial controls, and inverters for commercial customers) will not function properly and may be damaged operating at these levels.

6 Tr 299. Adding in emergency contingency, she explained that operating the subtransmission system outside of the 92% to 105% voltage limits is considered a voltage violation, which can occur due to the connection of new customers (growth) or due to an emergency condition. 6 Tr 299-300. Ms. Sumskiene stated that she reviewed Vassar's power request in June and September of 2021. She testified that her team "assess[ed] whether the sub-transmission equipment has sufficient capacity to support the customer's requested electrical load or will require equipment upgrades to support the request. If upgrades are required, we will come up with a proposal for the customer's review." 6 Tr 300. She further testified that:

[7] DTE Electric issued shutoff notices to Vassar in January and May of 2024. *See*, Exhibit C-21.

> [i]n September 2021, I was again contacted by members of DTE's distribution team regarding a MOS Request from Vassar for 3 MVA of permanent power. Because this property is serviced by the 40 kV sub-transmission system, it was my responsibility to determine whether the subtransmission system had sufficient capacity to sustain Vassar's requested energy load. I reviewed the voltage levels on the sub-transmission system and determined that it did not. The subtransmission system was at capacity, with the system already experiencing certain voltage violations even before the anticipated addition of the 3 MVA requested by Vassar. I determined this by completing [a] power flow study, which concluded that if DTE added the 3 MVA to the subtransmission system without any equipment upgrades, there would be at least 41 additional voltage violations and DTE would risk cascading, widespread outages to the 10,704 customers serviced by the system and damage to their equipment. This was an unacceptable safety risk. Ex. 27, Voltage Records.

6 Tr 301 (citing Exhibit DTE-27); *see also*, Exhibit S-3, Exhibit P attached thereto (power flow study). Ms. Sumskiene recommended the construction of a permanent capacitor and, later, a temporary capacitor to accommodate Vassar's need more quickly. 6 Tr 302.

Vassar questions the need for the capacitor and points to the fact that there were pre-existing voltage violations as evidence that Vassar is being used by DTE Electric to fund the construction of basic electric infrastructure equipment that the utility should have installed sooner. 5 Tr 194. According to Vassar's testimony, a capacitor is a device that provides voltage support, and "low available fault current is a typical cause of a low voltage situation[.]" 5 Tr 184. DTE Electric does not dispute that there were pre-existing voltage violations on the 40kV subtransmission system. The primary problem for Vassar, on this record, is that the power flow study (a mostly confidential exhibit) reveals the extent to which Vassar's load would impact the existing situation, and the extent to which Vassar benefits from the addition of the capacitor. Exhibit S-3, Exhibit P attached thereto. Vassar presented no evidence contradicting the results of the power flow study. The Staff contends that the implication that Vassar had to pay an amount disproportionate to its benefit should be rejected, and, based on an examination of the power flow study, the Commission agrees. Vassar objected to the fact that the capacitor is a voltage regulation solution rather than a transformer upgrade, but did not argue that a transformer upgrade would have solved the problem at a lower cost or provide any evidence on this issue. *See*, 5 Tr 194. Vassar also seems to concede that a power flow study is an appropriate way to "show whether a circuit can support an additional load without voltage support." 5 Tr 212. Ms. Sumskiene, on rebuttal, added that "DTE did have some low voltage issues before adding Vassar's projected load, but its sub-transmission system could reasonably accommodate normal demands for service with a reasonable reserve for contingencies while DTE internally planned long-term upgrades to the network serving the Thumb Area." 8 Tr 520; *see also*, 8 Tr 555. She noted that DTE Electric installed the temporary capacitor at its own expense. 8 Tr 522, 525. Regarding some of Vassar's complaints about a lack of (or changes in) communication patterns by DTE Electric, the utility indicated that once a payment arrearage had reached a certain point all communication had to be handled by DTE Electric's legal team. 8 Tr 563-564; *see also*, 6 Tr 328-329 and Exhibit C-22.

DTE Electric is required to follow the dictates of its Rate Book (approved by the Commission) in providing service to a new customer.[8] Rule C6.1 of the Rate Book governs the extension of service to a new customer and provides that:

> [t]his section of the rules and regulations sets forth the terms and conditions under which the Company will construct and extend its facilities to serve new loads and replace, relocate or otherwise modify its facilities. Upon application for new or increased service, the Company will make extensions or alterations of its electric supply facilities under the following conditions, provided that the service applied for will not disturb or impair the service to existing customers.

Rule C6.1(7) (one of the referenced conditions) provides that:

> [t]he Company reserves the right to make special contractual arrangements as to the provision of necessary service facilities, duration of contract, customer advances for

[8] DTE Electric's Rate Book is available for public review on the Commission's website at https://www.michigan.gov/mpsc/-/media/Project/Websites/mpsc/consumer/rate-books/electric/dte/dtee1cura1throughc.pdf?rev=0e5bac5be4b54db597d3e237d2118b9f&hash=176F325E04B9A1EC77905F78E4D883B2 (accessed May 30, 2026).

> construction, contributions in aid of construction, deposits, amounts of refunds, minimum bills, service charges or other service conditions. This applies to existing customers and prospective customers whose load requirements exceed the capacity of the available system in the area or whose load characteristics or special service needs require unusual or additional investments by the Company or where there is not sufficient assurance of the permanence of the use of the service.

Rule C6.1(11) (another condition) provides that:

> [p]rior to commencement of construction, the applicant shall make a refundable construction advance based on the Company's overhead extension policy, plus a non-refundable contribution in aid of construction as required by the underground extension rules when applicable. Refunds will be based on the overhead extension refund policy and shall apply only to that portion related to the refundable construction advance.

These tariff provisions ensure that other ratepayers are not asked to fund the full cost of extending service to a new customer, in light of the utility's obligation to serve that new customer. That is the purpose of the CIAC requirement.

DTE Electric provided evidence that it follows Rule C6.1(7) in apportioning to a newly added customer part of the cost of the infrastructure improvement that is required to serve that customer, noting that:

> [h]ere, the 40 kV sub-transmission system at issue had sufficient capacity to serve its existing customers and reasonably anticipated emergency reserves. DTE therefore did not conduct improvements to the system to prepare for hypothetical customers that would request large energy loads that would exceed the available capacity on the system. When Vassar requested a 3 MVA load that exceeded the available capacity on the system, DTE worked with Vassar to execute a Method of Service (MOS) Agreement and Line Extension Agreement under which Vassar agreed to a minimum demand requirement of 3 MVA per month (the amount of energy it stated it needed to operate its business) to finance its share of the cost of the capacitor necessary to sustain its load. Therefore, by simply consuming the amount of energy it said it needed, Vassar would not need to pay anything additional out of pocket for its share of the capacitor. The purpose of the minimum demand requirement is to provide assurance to DTE that if it is going to incur the cost of infrastructure improvements due to a customer's requested energy load, the customer will actually use or pay for that requested load amount. Notably, Vassar was one of the first DTE customers to benefit from a new policy issued in May 2022 regarding line extension costs. Under this policy, rather than charging the customer the full cost of the infrastructure improvement, DTE shifted to

> a flat-fee model of $275,000 per MVA requested. Accordingly, Vassar was only responsible for $825,000 (3 MVA x $275,000) for the cost of a capacitor that cost over $2.6 million. *See* Ex. 23, CIAC Calculation. DTE elected to give Vassar the benefit of this policy, notwithstanding that Vassar had already executed its MOS Agreement in March 2022.

8 Tr 554-555 (citing Exhibit DTE-23). Exhibit DTE-23 shows the utility's calculation of the CIAC, based on $275,000 per MVA of demand, as of May 18, 2022. Vassar provided no evidence that Exhibit DTE-23 was incorrect.

The Staff testified that DTE Electric "likely should have invested more in its subtransmission system in the 2017-2020 timeframe" but also opined that such investment may not have impacted the relevant subtransmission system due to the low priority assigned to certain subtransmission systems in the utility's Global Prioritization Model. 7 Tr 385; *see also*, 7 Tr 389, 420-423. The Staff added that the issue of investment in the subtransmission system should be litigated in a rate case or a distribution plan case and recommended that the Commission direct the utility to provide certain information in its next distribution plan case. 7 Tr 387-390, 417. The Staff testified that DTE Electric has not violated any Commission rules with respect to voltage violations or its treatment of Vassar, based on the record in this case. 7 Tr 388-390, 423-431. The Staff also opined that DTE Electric's evidence regarding its calculation of Vassar's share of the cost of its upgrades:

> is consistent with Staff's understanding of the customer connection process that the attaching customer is responsible for at least a portion (if not the entirety) of the cost of any system upgrades required to accommodate the attaching customers load and/or power needs. This is a standard feature of the customer connection processes, and is appropriate to ensure that potential subsidization of attaching customers by existing customers is minimized or eliminated. The Company's description of how the Complainant's contribution to these costs was determined (as described by Company witness Daiva Sumskiene and in the confidential response to question 2 of Staff's Third Set of Discovery Requests) is also consistent with Staff's understanding.

7 Tr 442-443 (citations omitted). The Staff testified that the evidence showed that Vassar chose the rate that it is on because an interruptible rate would not be appropriate for its business needs, and that Rule C6.1(7) was applied properly by the utility. 7 Tr 444. The Staff opined that in order to accommodate Vassar, but also maintain continuity of service for existing ratepayers per the requirements of Rule 501, DTE Electric needed to install the capacitor. 7 Tr 442-443; 6 Tr 302-303; Exhibit S-1. Vassar failed to refute any of this evidence.

Finally, DTE Electric explained that electricity flows through a transmission system, to a subtransmission system, to a distribution system, and finally through a power line to the property where the electricity will be used. 6 Tr 316. The Staff explained, and precedent shows, that the distribution system includes all voltages that are not part of the transmission system. January 14, 1998 order in Case No. U-11337, p. 3. The Commission is not persuaded that the LEA is invalid because it addresses the subtransmission system rather than the distribution system, nor is the Commission convinced that DTE Electric has violated any of the referenced statutes or rules as a result of its use of the terms "capacity" and "voltage" in this record.

Again, MCL 462.25 provides as follows:

> All rates, fares, charges, classification and joint rates fixed by the commission and all regulations, practices and services prescribed by the commission shall be in force and shall be prima facie, lawful and reasonable until finally found otherwise in an action brought for the purpose pursuant to the provisions of section 26 of this act, or until changed or modified by the commission as provided for in section 24 of this act.

Vassar's theory in alleging a violation of this statute is somewhat obscure, as no action has been brought under section 26 (an appeal) or under section 24 (an action to amend or rescind an order). *See*, MCL 462.26 and MCL 462.24. The Commission assumes that the allegation is based on the argument that the rates and practices of DTE Electric, as described by Vassar, are not lawful and reasonable. The Commission agrees with the ALJ that Vassar has failed to show this to be the case. PFD, p. 48. The Commission also agrees with the ALJ that Vassar has failed to show a violation of Rules 501 or 503. *Id*., p. 57. Based on its review of the record and the applicable legal standards, the Commission finds that the terms of Rate D11 do not require adjustment and that the new MOS agreement and the LEA are valid. The Commission is not persuaded that it should direct DTE Electric to refrain from interrupting service to the Subject Property based on non-payment of amounts due under the executed agreements.[9]

Based on the Staff's request, the Commission agrees with the ALJ and directs DTE Electric to provide (1) a description of how pre-existing voltage violations influence the prioritization of subtransmission system investment, and (2) a thorough discussion of how the utility is addressing subtransmission system areas that are experiencing voltage violations. PFD, p. 58. However, due to timing issues with distribution system plan filings, the Commission directs that this information be included in DTE Electric's next general electric rate case filing. Additionally, the Commission directs DTE Electric, in its next electric rate case, to revisit its line extension policy to ensure that any new customers connecting to the system are paying their fair costs of connection and are not "benefit[ting] from a new policy" that passes these costs onto existing customers. 8 Tr 855.

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[9] The Commission also finds that Vassar failed to show that DTE Electric violated Rule 439. Rule 439 reads as follows:

> A complaint must be limited to matters involving alleged unjust, inaccurate, or improper rates or charges or unlawful or unreasonable acts, practices, or omissions of a utility, including a violation of any commission rule, regulation, tariff filed or published by a utility, order, or a violation of a statute administered or enforced by the commission. A complaint may be either formal or informal and may be made by a person having an interest in the subject matter of the complaint or may be made by the commission on its own motion or by staff, subject to applicable statutory standards.

Vassar is the complainant in the instant case, thus the allegation that the utility has violated this rule is rejected. *See*, Vassar's exceptions, p. 4.

Having found that Vassar failed to prove its claims, the Commission denies the application for leave to appeal the denial of Vassar's motion for partial summary disposition as moot.

THEREFORE, IT IS ORDERED that:

A. The amended complaint filed by Vassar Acquisitions LLC is dismissed with prejudice.

B. In its next electric rate case application, DTE Electric Company shall provide (1) a description of how pre-existing voltage violations influence the prioritization of subtransmission system investment, and (2) a thorough discussion of how the utility is addressing subtransmission system areas that are experiencing voltage violations.

C. In its next electric rate case application, DTE Electric Company shall either propose a line extension policy that ensures new customers connecting to the system are paying a fair cost of connection and not causing other customers to subsidize their new service, or justify why its current line extension policy does not cause cost shifts.

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 LARA-MPSC-Edockets@michigan.gov and to the Michigan Department of Attorney General - Public Service Division at sheac1@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

Shaquila Myers, Commissioner

By its action of June 11, 2026.

Lisa Felice, Executive Secretary

P R O O F   O F   S E R V I C E

STATE OF MICHIGAN)

Case No. U-21797

County of Ingham)

Brianna Brown being duly sworn, deposes and says that on June 11, 2026 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 J. Brown

Brianna Brown

Subscribed and sworn to before me
this 11th day of June 2026.

Angela P. Sanderson

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

Service List for Case: U-21797

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