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August 23, 2004

Ms. Mary Jo Kunkle
Michigan Public Service Commission
6545 Mercantile Way
P.O. Box 30221
Lansing, MI 48909

Re: Case No. U-13720

Dear Ms. Kunkle:

Enclosed for filing in the above captioned matter please find the original and four copies of Energy Michigan's Replies to Exceptions. Also enclosed is the original Proof of Service indicating service on counsel.

Please date stamp one copy of the above entitled document for my records and return it in the self-addressed stamped envelope provided.

Thank you for your assistance in this matter.

Very truly yours,

VARNUM, RIDDERING, SCHMIDT & HOWLETTLLP

Signature Not Verified
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EJS/mrr

cc: ALJ
parties

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

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In the matter of the application of CONSUMERS ENERGY COMPANY for determination of net stranded costs for the year 2002 and approval of net stranded cost recovery charges.	))))))	Case No. U-13720

ENERGY MICHIGAN, INC. REPLY TO EXCEPTIONS

August 23, 2004

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TABLE OF CONTENTS

I. Introduction 1

II. Reply to Consumers' Exceptions 3

A. Replies to Consumers Exception #1: Exclusion of Single Year Seasonal Capacity Purchases 4

B. Reply to Consumers Exception #2: Imputation of Hypothetical Revenues 8

C. Securitization Offsets 10

III. Reply to Constellation 11

A. Reply to Constellation Exception: The Commission Should Adopt the "Illinois Method" of Calculating Stranded Costs 11

IV. Reply to the Attorney General Exception #2 12

A. Attorney General's Exception #2 13

V. Conclusion and Prayer for Relief 14

STATE OF MICHIGAN

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ENERGY MICHIGAN, INC. REPLY TO EXCEPTIONS

These replies to Exception #2 of the Attorney General, Exceptions #1 and #2 of Consumers Energy Company ("Consumers") and the Exception of Constellation NewEnergy ("Constellation") are filed on behalf of Energy Michigan, Inc. ("Energy Michigan") by Varnum Riddering Schmidt & Howlett LLP. Energy Michigan agrees with the Exception of ABATE and Exceptions #1 and #3 of the Attorney General.

I. Introduction

PA 141 Wasn't Supposed To Work This Way!

Consumers makes it all seem so simple: As recently as August 6, 2004 in their 2003 stranded cost case, Consumers' lead witness (Michael Torrey) said, "If the Commission adopted [a proposal to exclude growth in purchased capacity costs] it should also exclude the revenue associated with full service sales growth". Torrey Rebuttal, U-14098, p. 10. Put another way, Consumers maintains that it is fair to recover all power supply cost increases above levels covered in frozen rates if the Commission uses retail load growth to offset these costs.

This seemingly simple position has been translated by Consumers into a request for stranded cost recovery that would:

1. Allow Consumers Energy to recover from ROA customers all QF, seasonal and rate base power supply cost increases above levels recovered in the growing revenue from frozen rates, even if the cost increases have not been determined to be reasonable and prudent.

2 Allow Consumers Energy to recover, from ROA customers, 100% of QF and seasonal power purchases and rate base increases above levels that can't be recovered from retail customers under frozen rates.

3. The Consumers stranded cost request for 2002 violates the letter and the intent of the PA 141 regulatory framework for recovering costs. PA 141 contained three basic components governing cost recovery during the rate freeze:

a. As retail load grows, Consumers Energy can use that revenue growth to buy more power and build more generating plant to serve the increased load. Even though the rates per kWh remain frozen, load growth generates its own source of revenue to pay for increased power and fuel to serve that load so long as the average cost of the new purchases or rate base additions does not exceed the average amounts for those items which are contained in the frozen rates. Thus it is fair to take into account retail revenue growth in stranded cost calculations because that growth in revenue pays for the increased amount of fuel and generating capacity needed to serve Consumers' growing customer load.

b. If growth in generating rate base or the cost/kWh of purchased power (QF and conventional) exceeds revenue growth, the utility can increase revenue above the amount produced by load growth by filing under Section 10d(4) to recover a) legally mandated costs such as Clean Air Act expense; or b) growth in expenditures that have exceeded deprecation. However, before these expenses can be recovered the utility must give notice, demonstrates the reasonableness and prudence of the expenditures and commit to recover them over a period of no less than five years.

c. Notwithstanding any other provision of PA 141 or Commission order, increased costs may be recovered from customers unless the recovery is through load growth ((a) above) or through the two exceptions contained in PA 141 § 10d(4) as described in (b) above.

If this 10d(4) mechanism is followed, rates will increase and any increases not recovered from retail customers can then, and only then, be treated as stranded costs which would be payable by ROA customers.

In this case Consumers Energy has skipped the 10d(4) requirement which mandates that it prove reasonableness and prudence of rate base growth above depreciation levels before it is allowed to recover such costs through rates. Instead, Consumers has attempted to recover both costs of rate base growth and growth in the cost of incremental QF and seasonal power purchases which would never be eligible for recovery from retail customers during a rate freeze by merely relabeling these expenses as stranded costs. These requests not only violate the PA 141 rate freeze but also violate the conditions of Section 10d(4) which require a demonstration of reasonableness and prudence for rate base expenditures and the requirements of MCL 460.6j in the case of seasonal purchases since Consumers never bothered to demonstrate the reasonableness and prudence of those expenses.

Consumers Energy is well aware that in the current high cost environment any significant level of transition charges will kill the ROA program. The Commission should not permit Consumers to assess transition charges on the basis of costs which were never intended for recovery under PA 141 or which can be recovered but only after compliance with steps that will protect Consumers' retail customers and ROA customers.

II. Reply to Consumers' Exceptions

A. Replies to Consumers Exception #1: Exclusion of Single Year Seasonal Capacity Purchases

1. Consumers position.

Consumers takes exception to the PFD which recommends that the cost of single year seasonal capacity purchases be excluded from the stranded cost calculation. Consumers rejects the ALJ's conclusion that such purchases are avoidable. Consumers urges that single year seasonal capacity be included in stranded cost because:

a. The purchases were needed to serve retail customers.

b. Single year purchases avoid long-term commitments.

c. The purchases were not really avoidable as they had to be committed far in advance.

d. The ALJ mistakenly included revenue from the sale of single year capacity and so at the very least revenue from the sale of this capacity should be deducted from the cost of such capacity or excluded both the cost and the revenue should be. Consumers Exceptions, p. 1-9.

2. Energy Michigan reply.

a. Most of Consumers seasonal purchase costs are not eligible for recovery under regulation .

Consumers' expenditures for single season capacity (and multi-year seasonal capacity as well) were never determined to be reasonable and prudent in the vast majority of cases and therefore were never eligible for recovery under regulation as is required by U-12639 as a precondition to inclusion in stranded costs.

The record in this case is quite clear that of the 1092 MW of seasonal capacity purchased by Consumers in 2002, the only prior approval took place in Case U-13162 for a 92 MW purchase. See Exhibit A-10 showing 1092 MW of seasonal purchases and Case U-13162, December 10, 2001 which shows that only 92 MW of Consumers' 2002 power purchases have been approved. Thus, Consumers' claims that these purchases were necessary for a reasonable planning reserve (Consumers Exceptions, p. 2) and that the purchases were not avoidable due to economics and unpredictability of load to be served (Consumers Exceptions, p. 4) are mere assertions which were never proven in the hearing room. Consumers cannot come in after the fact and claim prudence for purchases which were not eligible for recovery under regulation at the time the purchases were made, at the time the power was delivered or at the time the power was used.

Note also that the 67 MW of peak load contracts shown in A-10, line 6 are renewed annually and could have been terminated before 2002 thus avoiding the cost. 2 Tr 158. Consumers has never obtained approval for these agreements.

Few if any of Consumers' single or multi-year purchases would have been eligible for recovery under the PSCR Clause had that process been in effect during 2002. MCL 460.6j(13) requires that long term power purchase agreements be subjected to regulatory review prior to recovery from customers. As noted above, only 92 MW of the 1,092 MW of purchases were ever subjected to that type of review for reasonableness and prudence prior to the actual purchase and use of the power.

b. Consumers did not prove its seasonal purchase costs were unrecoverable in a competitive market.

Consumers has not presented evidence in this case to satisfy another criterion stated in U-12639: The Applicant must show that the energy cost to be removed were priced at levels that could not be recovered in a competitive environment.

U-12639, December 20, 2001, p. 10. Consumers has presented no proof whatsoever on the record regarding this U-12639 standard for cost recovery. On the other hand, Energy Michigan witness Polich testified that Consumers' generating fleet taken as a whole is competitive with market prices. 2 Tr 215.

c. Incremental seasonal power costs are unrecoverable under the PA 141 rate freeze.

PA 141 § 10d(1) provides that, "Notwithstanding any other provision of law or Commission order" a rate freeze was in effect from June 2000 through December 31, 2003. Consumers' requests to include high cost sources of power in the PSCR after commencement of the rate freeze were rejected by the Commission for inclusion in the PSCR clause because the requests would raise rates in violation of the PA 141 rate freeze. See Orders U-11180R, July 11, 2001 and U-12366, June 19, 2000. This attempt to immunize retail customers from cost increases related to power purchase for their own benefit but then attempt to pass on 100% of these cost increases to ROA customers as a stranded cost would frustrate the intent and the letter of PA 141 § 10d(1). Also see the Proposed Decision of Judge James Rigas in Case U-13715 dated July 29, 2004.

d. The amount of cost recovery claimed by Consumers for single season purchases is excessive. <u>Also, Staff's disallowance was inadequate.</u>

Consumers claims that the Law Judge and by inference the MPSC Staff erred when they recommended that single year seasonal costs be excluded from the stranded cost calculation but included revenue from the sale of excess single season capacity contracts. Consumers Exceptions, p. 9.

<u>Also, an examination of these transactions reveals that the Staff recommendation would greatly overcompensate Consumers.</u>

Staff's recommendations are summarized in Exhibit S-13. Note that even where Staff purports to develop a calculation of the stranded costs in a scenario where multi-year and single year costs are excluded, the net cost of summer capacity purchases recommended by Staff is still $12,752,000. Exhibit S-13, line 9. This seeming inconsistency can be reconciled by an examination of the detail of the seasonal capacity purchases requested by Consumers. Exhibit A-10 breaks down the cost associated with Consumers' request for $43.492 million of seasonal costs. A further examination of that exhibit reveals that the Staff recommendation for seasonal cost recovery (only multi-year options totaling over $21 million) excluded over $22 million of capacity purchases but did allow Consumers to recover over $12 million of net transmission capacity costs and peak load management costs. This figure is derived from reviewing Exhibit A-10 which requests recovery over $43 million of seasonal capacity costs and comparing this with Staff's assessment of total costs which would occur if single season capacity is removed and if all capacity is removed. The remaining $12 million is almost equal to over $10.5 million of transmission and over $1.2 million of peak load management costs.

The position of Consumers and Staff is illogical. If single season capacity costs are removed from the stranded cost calculation, the transmission costs associated with these purchases should be removed as well. It appears that this was not done by Staff.

Better yet and from a much sounder regulatory perspective, all multi-year and single year capacity should be removed and Consumers should also remove associated transmission costs as well as peak load management costs which were not reviewed or approved by the Commission. See 2 Tr 159.

Summary

Without prior Commission review and approval of single and multi-year capacity purchases before these purchases were made, the Commission cannot find that the U-12639 requirements that costs must be recoverable under regulation or cannot be recovered under competition have been satisfied. Consumers' after the fact attempt to support the need for this capacity is too little, too late. No showing regarding need was made for over 1,000 MW of the 1,092 MW for which Consumers is trying to recover costs in this case.

Finally, the Section 10d(1) rate freeze acts to prohibit Consumers from merely labeling unrecovered incremental seasonal power costs as stranded costs and thus recovering costs from ROA customers which could not be recovered from retail customers. PA 141 § 10d(1) is very explicit. Consumers is prohibited from this violation of Act 141 "notwithstanding any other provision of law".

B. Reply to Consumers Exception #2: Imputation of Hypothetical Revenues

1. Consumers position.

Consumers claims that the ALJ erred in recommending that almost $20 million of hypothetical revenue be imputed to the stranded cost calculation representing the Special Contract discount from standard tariff rates. Consumers claims that its Special Contracts are based on cost of service and provide benefits to all customers. Consumers Exceptions, p. 11-16.

2. Energy Michigan reply

a. The Consumers special contract rates are not based upon true cost of service.

Consumers contends that the Company's existing special contract rates are based upon cost of service because the amount of revenue generated by the special contracts is equal or greater than the tariff rates minus over $22 million of what Consumers alleges are inappropriate costs contained in those tariff rates. Consumers Exceptions, p. 11-13; Consumers Brief, p. 11. In other words, Consumers can't deny that the special contracts are offered at rates substantially below tariff levels, nor has Consumers produced a new cost of service study demonstrating that its special contracts generate revenue equal to costs. Rather, Consumers has merely looked at its existing retail rates and then compared these rates with a self-serving filing it made in Case U-12970 which was never approved by the Commission as to the merits. Consumers then bootstraps this statement about its costs into a demonstration that the true cost of service under its tariff rates should be substantially lower than tariff levels and that the special contract revenue exceeds this lower amount invented by Consumers.

This confusing trail of suppositions and assumptions cannot disguise the fact that Mr. Brockett never did introduce a full blown cost of service study demonstrating that special contract rates generate an amount of money necessary to pay special contract service costs. Energy Michigan Witness Polich testified criticizing the Consumers methodology and concluded that the Consumers' analysis did not show the impact on other customer classes due to redistribution of costs and that the allocation factors used in their study were inappropriate. Polich, 2 Tr 212-15.

b. The Consumers Special Contracts impede competition. The benefits do not outweigh the costs.

Consumers' second contention that competitors and other customers benefit from the special contracts (Consumers Exceptions, p. 13-16) is easily refuted.

First, Mr. Polich testified that the primary purpose of the Consumers special contracts was to discourage competition and specifically competition from Retail

Open Access (2Tr 214) and from cogeneration (2 Tr 245-46). Clearly, the Special Contracts were designed to impede competition.

Second, it is abundantly clear that ROA customers derive no benefit from the Consumers special contracts because they do not use the contracts and the Consumers proposal would result in higher stranded costs which would be paid by ROA customers. This doesn't sound much like the customer benefit which the Commission had in mind as a necessary element to approve special contract rates.

Third, Consumers' analysis of Special Contract costs would result in creating a rate class called "Special Contract customers". If such a class is created, over $23 million of rate discounts would have to be shifted to other existing customers classes. This shift of revenue requirement would harm other customers. The resulting rate increase for other customers was not factored into Consumers' analysis. 2 Tr 213-214.

In summary, Consumers has given the Commission no reason to change its long standing and extensive tradition of requiring a utility to report special contract revenues at tariff rates as a means of avoiding the requirement that competitors subsidize the very program against which they are competing.

C. Securitization Offsets

1. Consumers position.

Consumers claims to accept the recommendation of the ALJ to develop an estimate of the amount of securitization offset which could be provided with projected levels of ROA participation and potentially reduced sources of funding. Consumers Exceptions, p. 17.

However, Consumers poses a question to the parties and the Commission: Should it 1) develop a reduced charge for 2004 and then calculate a separate charge (presumably

reduced) for 2005; or, alternatively, 2) calculate an offset which would spread available 2004 and 2005 savings over projected 2004 and 2005 ROA load? Id.

2. Energy Michigan reply.

Energy Michigan recommends that the Commission implement alternative No. 2: Calculate a uniform securitization offset for the remainder of 2004 and all of 2005. The offset would be calculated by estimating available 2004 and 2005 savings and dividing by estimated 2004-2005 ROA load during the same period.

Energy Michigan believes that it is desirable to implement predictable and consistent charge structures wherever possible. Alternative 2) would avoid at least on rate charge by implementing one charge. However, for 2004 and 2005 a true up will be necessary to reconcile over or under crediting.

III. Reply to Constellation

A. Reply to Constellation Exception: The Commission Should Not Adopt the "Illinois Method" of Calculating Stranded Costs

1. Constellation position.

Constellation NewEnergy, Inc. ("Constellation") filed one Exception objecting to the ALS's rejection of Constellation's proposal that the Commission adopt the "Illinois Lost Revenue Model". Constellation Exceptions, p. 4. Constellation contests the ALJ's proposed findings that the Illinois method should be rejected because: a) The Commission declined to consider a similar lost revenue methodology in U-12639 (Constellation , p. 5); and b) that any change in methodology at this point would cause confusion and uncertainty among market participants. PFD, p. 1; Constellation, p. 5.

Constellation basically claims that the Commission has demonstrated its willingness to consider alternative methods of calculating stranded costs and that since there is no commonly accepted method of applying the U-12639 framework demonstrates that adoption of the Illinois model will not create more confusion. Constellation Exceptions, p. 5-6.

2. Energy Michigan reply.

The Constellation Exception should be rejected because it urges adoption of the discredited "lost revenue" method of calculating stranded costs. The Commission has repeatedly rejected the "lost revenue" method for calculated stranded costs. See Case U-12639, p. 11; U-13350, p. 12. Recently in the current Detroit Edison rate case U-13808, the Commission stated that the "lost revenue" approach "…clearly produces excessive transition charges." See U-13808, Interim Order, February 20, 2004, p. 59.

On substantive grounds, the Constellation presentation was not accompanied by a detailed financial analysis or a recommendation of specific stranded costs as was the presentation of Energy Michigan and several other parties to this case. Thus, the Commission was not given a factual basis that would support adoption. As observed by the Attorney General, the Constellation proposal is extremely complex and should be rejected for that reason alone. Attorney General Brief, p. 7; Energy Michigan Reply Brief, p. 21.

IV. Reply to the Attorney General

Energy Michigan is in general agreement with the positions and Exceptions set forth by the Attorney General in Exceptions #1-#3. However, one point of discussion in the Attorney General's Exception #2 requires a response.

A. Attorney General's Exception #2: Because of the rate freeze imposed by 460.10d(1) the Commission must exclude from CECo's 2002 net stranded costs $13.7 million for under recovered capacity cost escalation, which CECo's paid the MCV, Ada and MPLP

1. Attorney General position.

In his Exception #2, the Attorney General discusses MCL 460.10a(1), (15) and (16) being the sections which discuss the rights of parties to contracts between electric utilities and Qualifying Facilities which were in effect as of January 1, 2000. That section goes on to state that the rights of those parties, "…shall not be abrogated, increased or diminished by this Act…" MCL 460.10a(15).

In construing this section together with MCL 460.10d(1), the Attorney General states, "First, it should be noted that subsections (15) and (16) in MCL 460.10a were enacted effective April 22, 2004 so they took effect after the rate freeze mandated by MCL 460.10d(1) had expired. The Attorney General goes on from this assumption to state that the provisions of MCL 460.10a(15) and (16) can be reconciled with the provisions of MCL 460.10d(1). Later, the Attorney General corrected his Exceptions to note that the current subsections (15) and (16) were part of the original PA 141 enacted in June 2000. Attorney General Errata, August 18, 2004.

2. Energy Michigan comment.

First, Energy Michigan agrees that the referenced sections (15) and (16) of PA 141 § 10a were part of the original PA 141 of 2000 as Sections 10a(8) and (9). With this fact in mind, the two statutes, Section 10d(1) and 10a(15) and (16), can be reconciled because they were enacted at the same time and were in harmony when enacted.

Since Section 10a(1) contains the phrase "notwithstanding any other provision of law, or Commission order" a harmonious reading of Sections 10a(1) and 10a(15) and (16) would lead to the interpretation that the rights of parties to existing contracts and agreements

between electric utilities and Qualifying Facilities including the right to have the charges recovered from the customers of the utility cannot be paramount to the right of all customers under Section 10d(1) to avoid rate increases during the rate freeze period specified in 10a(1).

Also, the Commission should keep in mind that the QFs in this case have not laid an appropriate foundation to contest application of Section 10d(1) to any request for rate increases to cover QF costs during the PA 141 rate freeze. Specifically, none of the QFs in this proceeding have demonstrated that Consumers failed to pay them all amounts due under their respective contracts. Without this showing, they have no direct interest in this matter (Energy Michigan Reply Brief, p. 9).

The MCV has no grounds to contest the denial of recovery of costs due to the rate freeze because those issues were litigated before the Commission in Case U-11180R and Case U-12366 in March 14, 2000 and January 11, 2001 for U-11180R and June 19, 2000 U-12366. None of the party QFs (including MCV) nor Consumers appealed these decisions by the Commission to reject recovery of increased QF costs from customers due to the rate freeze. Consumers and the QFs cannot take this opportunity to collaterally attack Orders U-11180R and U-12366 which the QFs who were parties to U-11180R and U-12366 failed to appeal.

For these reasons, the Attorney General's conclusion that the QF costs should be rejected as a basis for calculating stranded costs should be approved with the added detail noted above.

V. Conclusion and Prayer for Relief

WHEREFORE, Energy Michigan respectfully requests that the Commission:

1. Reject Consumers' Exception #1 regarding exclusion of single year seasonal costs and adjust the exclusion for multi-year and single year costs to reflect removal of associated transmission costs and summer peak reduction contracts.

2. Reject Consumers' Exception #2 regarding imputation of Special Contract revenues for the reasons stated above.

3. Direct Consumers to develop a uniform securitization offset credit for ROA customers during 2004-2005 based upon dividing estimated 2004 through 2005 excess securitization savings by projected ROA load during the same period.

4. Reject the Constellation NewEnergy proposal to implement the so-called Illinois Plan for calculation of stranded costs.

5. Incorporate all of the Energy Michigan position relating to Exceptions to the PFD as stated in the Energy Michigan Exceptions dated August 13, 2004.

Respectfully submitted,

VARNUM, RIDDERING, SCHMIDT & HOWLETT LLP
Attorneys for Energy Michigan, Inc.

August 23, 2004

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STATE OF MICHIGAN

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In the matter of the application of CONSUMERS ENERGY COMPANY for determination of net stranded costs for the year 2002 and approval of net stranded cost recovery charges.	))))))	Case No. U-13720

PROOF OF SERVICE

Monica Robinson, duly sworn, deposes and says that on the 23rd day of August, 2004 she served a copy of Energy Michigan's Replies to Exceptions in the above captioned matter upon those parties identified in the attached service list by e-mail and regular mail at their last known addresses.

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Monica Robinson, Deponent

Subscribed and sworn to before me
this 23rd day of August 2004.

Signature Not Verified
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Eric J. Schneidewind, Notary Public
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My Commission Expires: April 24, 2006

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