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July 2, 2026

VIA ELECTRONIC CASE FILING

Executive Secretary
Michigan Public Service Commission
7109 W. Saginaw Highway
Lansing, Michigan 48917

Re: Case No. U-22058 – In the matter of the Application of DTE ELECTRIC COMPANY for Approval of Special Contracts and for other relief.

Dear Executive Secretary:

Enclosed for filing please find the ***Association of Businesses Advocating Tariff Equity's Official Exhibits (AB-1 through AB-3)*** and ***Proof of Service*** in the above-referenced matter.

Sincerely,

CLARK HILL PLC

Stephen A. Campbell

Digitally signed by: Stephen A. Campbell
DN: CN = Stephen A. Campbell email = SCampbell@clarkhill.com C = US O = Clark Hill PLC
Date: 2026.07.02 11:34:00 -04'00'

Stephen A. Campbell

SAC/lkd
cc: Parties of Record

MPSC Case No: U-22058	
Requester: ABATE	
Question No.: ABDE-1.1a	
Respondent: S. Benyard	
Page: 1 of 1	

Question: Request 1: Please refer to direct testimony of DTE Witness Benyard at pages SNB-4 and SNB-6 through SNB-7 and DTE's response to Data Request MNSDE-1.2c.
a. Please identify whether Google LLC will utilize any existing DTE distribution facilities to interconnect to the ITC transmission system. If Google LLC will utilize any existing DTE distribution facilities to interconnect with the ITC transmission system, please describe those facilities in detail.

Answer: The interconnection between ITC and the Customer (Google LLC) will not utilize any existing DTE Electric facilities.

Attachment: *None*

MPSC Case No: U-22058	
Requester: ABATE	
Question No.: ABDE-1.1b	
Respondent: S. Benyard	
Page: 1 of 1	

Question: Request 1: Please refer to direct testimony of DTE Witness Benyard at pages SNB-4 and SNB-6 through SNB-7 and DTE's response to Data Request MNSDE-1.2c.
b. Please identify whether the distribution facilities described on pages SNB-4 and SNB-6 through SNB-7 of DTE Witness Benyard's direct testimony will be the only DTE distribution facilities between Google LLC's facilities and the ITC transmission system. If there will be other DTE distribution facilities between Google LLC's facilities and the ITC transmission system besides those described on pages SNB-4 and SNB-6 through SNB-7 of DTE Witness Benyard's direct testimony, please describe those facilities in detail and provide the estimated cost for construction of the facilities.

Answer: The facilities described throughout the cited direct testimony are the preliminary project design based on the information currently available; no additional facilities are currently planned.

Attachment: *None*

MPSC Case No: U-22058	
Requester: ABATE	
Question No.: ABDE-1.1c	
Respondent: S. Benyard	
Page: 1 of 1	

Question: Request 1: Please refer to direct testimony of DTE Witness Benyard at pages SNB-4 and SNB-6 through SNB-7 and DTE's response to Data Request MNSDE-1.2c.
c. Please identify whether the distribution facilities described on pages SNB-4 and SNB-6 through SNB-7 of DTE Witness Benyard's direct testimony will directly connect to any other DTE distribution facilities. If the distribution facilities described on pages SNB-4 and SNB-6 through SNB-7 of DTE Witness Benyard's direct testimony will directly connect with other DTE distribution facilities, please describe those facilities in detail.

Answer: The facilities described on pages SNB-4 and SNB-6 through SNB-7 will not directly connect to any other DTE Electric distribution facilities.

Attachment: *None*

MPSC Case No: U-22058	
Requester: ABATE	
Question No.: ABDE-1.3	
Respondent: N. Foley	
Page: 1 of 1	

Question: Request 3: Please refer to DTE's response to Data Requests MNSDE-1.2a through MNSDE-1.2d. Please describe in detail whether the accounting of aggregate benefits and costs for serving Google LLC provided by DTE will have each benefit and cost broken out by line item, where those line items generally comport to the categories identified in DTE's response to Data Requests MNSDE-1.2a through MNSDE-1.2c. If the accounting of aggregate benefits and costs for serving Google LLC provided by DTE will not have each benefit and cost broken out by line item, please explain in detail why such a breakout will not be provided by DTE.

Answer: The specific form and level of detail to be included in any such presentation has not yet been finalized. However, the Company envisions that the presentation of aggregate benefits and costs will generally comport to the categories identified in MNSDE-1.2a through MNSDE-1.2c.

Attachment: *None*

MPSC Case No: U-22058	
Requester: ABATE	
Question No.: ABDE-1.4	
Respondent: A. Willis	
Page: 1 of 1	

Question: Request 4: Please refer to DTE's response to Data Request MNSDE-1.28a. Please provide a complete copy of all revenue allocation and rate design workpapers associated with the cost of service study whose workpapers were provided in DTE's response to Data Request MNSDE-1.28a.

Answer: The referenced question refers to the ordered cost of service from U-21534 as provided by the MPSC Staff consistent with the Order in that case. The associated approved rate design model supplied to the Company by Staff from Case No. U-21534 is attached.

Attachment: *U-22058 ABDE-1.4 U-21534 Approved Rate Design Model.xlsx*

MPSC Case No: U-22058	
Requester: ABATE	
Question No.: ABDE-1.9d	
Respondent: S. Burgdorf	
Page: 1 of 1	

Question: Request 9: Please refer to DTE's response to Data Requests STDE-2.6 and CEOMEIBCIEIDE-1.24b, MISO's April 4. 2025 filing in FERC Docket No. ER25-1886, and MISO's July 14, 2025 filing in FERC Docket No. ER25-2845. c. Please confirm the fourth change identified in DTE's response to Data Request STDE-2.6 would only fully apply to Type II LMRs for, under MISO's proposal in ER25-1886, in exchange for a reduction in their future capacity accreditation to the degree they are unavailable, Type I LMRs can choose within a MISO season to become unavailable as desired once they have successfully fully deployed themselves at least once for a MISO Scheduling Instruction during that MISO season.

Answer: While Type I LMRs can choose to make themselves unavailable after a successful deployment under MISO's proposed LMR reforms, this could result in future loss off accreditation. However, the Customer's obligations under the R12 contract are not altered by that flexibility. The R12 contract with the Customer imposes non-performance damages for associated lost future accreditation, including due to the Customer making itself unavailable. Section 3 of the R12 contract (provided in discovery response MNSDE-1.20) with the Customer describes the System Event Limitations. Non-performance damages, including those for future lost accreditation, are described in Section 6 of the R12 contract. Both sections are applicable to Type I and Type II LMRs.

Attachment: *None.*

MPSC Case No: U-22058	
Requester: ABATE	
Question No.: ABDE-1.9e	
Respondent: S. Burgdorf	
Page: 1 of 1	

Question: Request 9: Please refer to DTE's response to Data Requests STDE-2.6 and CEOMEIBCIEIDE-1.24b, MISO's April 4. 2025 filing in FERC Docket No. ER25-1886, and MISO's July 14, 2025 filing in FERC Docket No. ER25-2845. d. If Google LLC will be a Type I LMR Demand Resource, please confirm Google LLC will be required under its Rider 12 contract with DTE to be available to MISO for curtailment down to its firm service level whenever an emergency is declared within the operational limits identified in DTE's response to Data Request CEOMEIBCIEIDE-1.24b. If not fully confirmed, please explain in detail why not fully confirmed.

Answer: Confirmed.

Attachment: *None.*

MPSC Case No: U-22058
Requester: ABATE
Question No.: ABDE-1.12
Respondent: N. Foley
Page: 1 of 1

Question: Request 12: Please refer to the direct testimony of DTE Witness Willis at Exhibit A-19. Please provide a complete copy of all analyses performed by, or on behalf of, DTE that assume the Google LLC load does not fully materialize. If no such analyses has been performed, please explain why such analyses have not be performed.

Answer: The Company has not completed the requested analysis. The Company modeled the Customer’s contracted load ramp as the basis for its filing given the timing and minimum billing demand requirements agreed to in the PSA, and cost obligations in the CCAA.

Attachment: *None*

MPSC Case No: U-22058	
Requester: ABATE	
Question No.: ABDE-1.13	
Respondent: N. Foley	
Page: 1 of 1	

Question: Request 13: Please refer to the direct testimony of DTE Witness Foley at page NTF-19, line 15 through page NTF-21, line 19 and page NTF-41, lines 10 through 21. Please explain in detail whether, in the case of termination of the Primary Supply Agreement ("PSA"), the MPSC under the Affordability Backstop would have the ability to modify the termination payment paid by Google LLC if the MPSC determined that, under the termination of the PSA, the aggregated costs of providing service to Google LLC exceeded aggregated benefits of serving Google LLC. If the Affordability Backstop would not provide this ability to the MPSC, please identify and explain in detail what other recourse theMPSC would have to address such a scenario to ensure no harm comes to DTE's customers.

Answer: DTE Electric objects for the reasons that the request is vague, overly broad, seeks excessive detail, and is otherwise not reasonably calculated to lead to the discovery of admissible evidence as the request calls for speculation regarding an ambiguous hypothetical scenario. Subject to and without waiving this objection, once the PSA is terminated it cannot be modified.

Attachment: *None*

MPSC Case No: U-22058	
Requester: CEOMEIBCIEI	
Question No.: CEOMEIBCIEIDE-1.1a	
Respondent: N. Foley	
Page: 1 of 1	

Question: 1. Refer to the direct testimony of Neal Foley at page 4, lines 9–12, which states "...the CCAA allows the Company to receive from the Customer 300 MW of Midcontinent Independent System Operator ('MISO') Zone Zonal Resource Credits ('ZRCs') at no cost." a. Does the Company plan to place any restrictions on the ZRCs it plans to receive from the Customer?

Answer: The "ZRC Product" is defined in the CCAA as "MISO Zone 7 Zonal Resource Credits in an amount equal to 300MW" (page A-12). The Company cannot place additional restrictions on the ZRCs beyond this definition. The Company is not involved in the Customer's procurement of the ZRCs that it will transfer to the Company and notes that the ZRCs are being transferred to the Company at no cost.

Attachment: *None*

DTE ELECTRIC COMPANY
MICHIGAN PUBLIC SERVICE COMMISSION

Case No. U-22058

Response of: DTE Electric Company to the First Set of Data Requests of Requesting Party: CEOMEIBCIEI

The Response to

CEOMEIBCIEIDE-1.24b

IS CONFIDENTIAL

AND HAS BEEN REDACTED IN ITS ENTIRETY

MPSC Case No: U-22058
Requester: CEOMEIBCIEI
Question No.: CEOMEIBCIEIDE-1.39a
Respondent: A. Willis
Page: 1 of 1

Question: 39. Refer to DTE's application in Case No. U-22059, available at: https://mi-psc.my.site.com/s/filing/a00cs00001cYmGkAAK/u220590001. On page 2, the application quotes from the order in Case No. U-21990 which includes the requirement that "the company will shed firm load from the facility operated by Green Chile Ventures LLC prior to shedding firm load of any of DTE Electric Company's other customers." On page 1 of Attachment A, DTE revises the Emergency Electrical Procedures with a load shedding provision applicable to "Customers that take service from DTE Electric after October 1, 2025 with capacity of at least 500MW or customers that take service under the Large Load Provision of Rate Schedule No. D11." a. Please explain why DTE chose to make the load shed provision applicable to all large load customers, and not narrowly focused on Green Chile Ventures as directed in the order.

Answer: The Company endeavors to treat all similarly situated customers similarly. The U-21990 order did not exclude loads beyond Green Chili Ventures from the required updates to the emergency electrical procedures.

Attachment: *None*

MPSC Case No: U-22058	
Requester: CEOMEIBCIEI	
Question No.: CEOMEIBCIEIDE-1.39b	
Respondent: A. Willis	
Page: 1 of 1	

Question: 39. Refer to DTE's application in Case No. U-22059, available at: https://mi-psc.my.site.com/s/filing/a00cs00001cYmGkAAK/u220590001. On page 2, the application quotes from the order in Case No. U-21990 which includes the requirement that "the company will shed firm load from the facility operated by Green Chile Ventures LLC prior to shedding firm load of any of DTE Electric Company's other customers." On page 1 of Attachment A, DTE revises the Emergency Electrical Procedures with a load shedding provision applicable to "Customers that take service from DTE Electric after October 1, 2025 with capacity of at least 500MW or customers that take service under the Large Load Provision of Rate Schedule No. D11." b. Will this provision also apply to Google LLC, the Customer in the instant docket? Why or why not?

Answer: Yes. Google LLC is taking service after October 1, 2025 and is greater than 500 MW.

Attachment: *None*

MPSC Case No: U-22058	
Requester: MNS	
Question No.: MNSDE-1.2a	
Respondent: N. Foley	
Page: 1 of 1	

Question: 2. Please refer to the Direct Testimony of Neal Foley, p. 19 lines 18-20. a. What categories of "revenues received from the Customer" will DTE consider as part of "aggregate benefits?"

Answer: The Company considers all revenues received under the PSA and CCAA as part of "aggregate benefits."

Attachment: *None*

MPSC Case No: U-22058	
Requester: MNS	
Question No.: MNSDE-1.2b	
Respondent: N. Foley	
Page: 1 of 1	

Question: 2. Please refer to the Direct Testimony of Neal Foley, p. 19 lines 18-20. b. What categories of "avoided costs realized through the Contracts" will DTE consider as part of "aggregate benefits?"

Answer: The Company considers as "avoided costs realized through the Contracts" any revenue requirement associated with resources that the Company was able to avoid deploying due to serving the Customer's load under the PSA and CCAA.

For example:

- As described by Witness Burgdorf, the Company's modeling indicates that it can avoid deploying 500 MW of energy storage in 2035 and 2036 due to serving the Customer's load under the PSA and CCAA.
- As described by Witness Bilyeu, the Company's modeling indicates it can avoid deploying 250 MW of renewable energy by 2034 due to serving the Customer's load under the PSA and CCAA.

The Company notes that its upcoming IRP filing will include a comparison of resource needs and associated costs with and without the Customer's load.

Attachment: *None*

MPSC Case No: U-22058	
Requester: MNS	
Question No.: MNSDE-1.2c	
Respondent: N. Foley	
Page: 1 of 1	

Question: 2. Please refer to the Direct Testimony of Neal Foley, p. 19 lines 18-20. c. What costs will DTE consider as part of "costs of serving the Customer's load?"

Answer: The Company considers as "costs of serving the Customer's load" any incremental expenses or resource revenue requirement that was caused by the Company serving the Customer's load under the PSA and CCAA.

For example:

- The revenue requirement of energy storage projects deployed under the CCAA
- The revenue requirement of renewable energy projects deployed under the CCAA
- The revenue requirement of renewable energy projects deployed to meet the Company's Renewable Portfolio Standard (RPS) obligations not covered by the CCAA
- The revenue requirement of other resources identified in the IRP as being caused by the Customer's load
- Increased fuel and purchased power costs
- The revenue requirement of transmission investments

Attachment: *None*

MPSC Case No: U-22058
Requester: MNS
Question No.: MNSDE-1.2d
Respondent: N. Foley
Page: 1 of 1

Question: 2. Please refer to the Direct Testimony of Neal Foley, p. 19 lines 18-20. d. How often and in what form will DTE compile information related to “combined revenues” and “avoided costs?”

Answer: See my revised direct testimony starting at page 41, line 23 for a discussion on how the PSA and CCAA will be reflected in future regulatory filings.

The Company envisions combined revenues and avoided costs will be presented in general rate case filings and PSCR plan and reconciliation filings. The Company will present an accounting of the aggregate benefits and costs of serving the Customer’s load. The specific form of how this will be presented has not yet been developed.

Attachment: *None*

MPSC Case No: U-22058	
Requester: MNS	
Question No.: MNSDE-3.4	
Respondent: A. Willis	
Page: 1 of 1	

Question: 4. Please refer to the Direct Testimony of Aaron Willis at page 10 lines 2-4, and line 30 of Ex. A-20. Explain in detail where the $194.7 million sufficiency figure cited in the referenced testimony of Witness Willis is identified in Ex. A-20.

Answer: The $194.7 million identified in testimony is incorrect and should match the $201.5 million reflected in Exhibit A-20 at line 30, column (I). The figure in Exhibit A-20 is correct.

Attachment: *None*

MPSC Case No: U-22058	
Requester: MNS	
Question No.: MNSDE-3.5a	
Respondent: A. Willis	
Page: 1 of 1	

Question: 5. Please refer to Direct Testimony of Aaron Willis at page 10 lines 8-9 and 15-16, the Company's responses to AGDE-2.70 and 2.72a, and Exhibit A-20. With regards to the 1.5% annual escalation of the Base Sales Benefit over time as shown in Exhibit A-20:

a. Given the Company's response in AGDE-2.70 that the 1.5% annual escalation "is the average D11 full service rate increase across Case Nos. U-20836, U-21297, and U-21534", explain why it is reasonable to assume that such average annual rate increases would continue in each of the years 2028 through 2047 if, as projected in Ex. A-20, the addition of the Google and Oracle data centers were to lead to a significant revenue sufficiency even without a 1.5% annual escalation.

Answer: The 1.5% annual growth rate represents estimated D11 rate growth absent any additional load. Exhibit A-20 isolates the impact of the Customer's load, which as indicated in Exhibit A-20, generates a base revenue sufficiency.

Attachment: *None*

MPSC Case No: U-22058	
Requester: MNS	
Question No.: MNSDE-3.5b	
Respondent: A. Willis	
Page: 1 of 1	

Question: 5. Please refer to Direct Testimony of Aaron Willis at page 10 lines 8-9 and 15-16, the Company's responses to AGDE-2.70 and 2.72a, and Exhibit A- 20. With regards to the 1.5% annual escalation of the Base Sales Benefit over time as shown in Exhibit A-20:
b. State whether the Base Sufficiency or Base Sales Benefit for 2028 through 2047 shown in lines 33 and 35 of Ex. A-20 reflect an annual increase or escalation of any of the Customer Study COS expenses shown in columns (f) – (h) of lines 6 to 16 of Ex. A-20. If so, identify each such expense, the annual increase or escalation assumed for such expense, and the basis for such assumption. If not, explain why not, including why the Company assumed an escalation of the revenues from the D11 full service rate, but not in any of the expenses, in projecting the Base Sufficiency and Base Sales Benefits for 2028 through 2047.

Answer: Yes, Exhibit A-20 increases all expenses at 1.5% and all revenues at 1.5%. The exhibit first calculates the base sufficiency using both incremental revenues and incremental expenses. Exhibit A-20 then escalates that resulting net base sufficiency at 1.5% annually. Escalating the net sufficiency is equivalent to escalating both the revenue and expense components separately, assuming the same escalation factor applies to both.

Attachment: *None.*

MPSC Case No: U-22058	
Requester: Staff	
Question No.: STDE-1.9	
Respondent: N. Foley	
Page: 1 of 1	

Question: 9. Under what circumstances can the Company cancel the auto-renewal of the contracts at the end of the 20-year initial duration?

Answer: The Company can cancel the auto-renewal of the PSA by providing “Notice of non-renewal” at least 36-months prior to the end of the term of the contract. See Section 3.2 of the PSA for more detail.

The CCAA does not have an auto-renewal provision. The full costs of the projects that the Customer is responsible for under that agreement will be recovered during the initial term.

Attachment: *None*

MPSC Case No: U-22058	
Requester: Staff	
Question No.: STDE-1.10	
Respondent: N. Foley	
Page: 1 of 1	

Question: 10. Please provide the Company's definition of "cross-subsidized" used in witness Folley's [sic, Neal Foley] testimony on p. 12. If the definition includes conducting a cost to serve this customer, please describe how that specific cost of service would be determined.

Answer: As it relates to the conditions under which the Customer can change rate schedules, "a rate schedule that is not cross-subsidized by any other customer group" means a Commission approved rate schedule that does not result in any shifting of costs between customer classes as demonstrated by the cost of service studies the Company was ordered to provide in the Commission's December 18, 2025 Order in Case No. U-21990.

Attachment: *None*

MPSC Case No: U-22058	
Requester: Staff	
Question No.: STDE-1.11	
Respondent: N. Foley	
Page: 1 of 1	

Question: 11. Does the CCAA offer automatic 5-year renewal options for the Customer?

Answer: No. The CCAA does not have an auto-renewal provision. The full costs of the projects that the Customer is responsible for under that agreement will be recovered during the initial term

Attachment: *None*

MPSC Case No: U-22058	
Requester: Staff	
Question No.: STDE-3.12	
Respondent: N. Foley	
Page: 1 of 1	

Question: 12. Does DTE plan to seek Commission approval of this Rider 12 contract? If so, where? If not, please explain.

Answer: No. The Rider 12 contract is a standard tariff offering and does not require approval.

Attachment: *none*

MPSC Case No: U-22058	
Requester: Staff	
Question No.: STDE-3.14	
Respondent: S. Burgdorf	
Page: 1 of 1	

Question: 14. How does the demand response crediting in this contract compare to that of DTE's other Rider 12 contracts?

Answer: The credit to the Customer is the same as other Rider 12 contracts.

Attachment: *None.*

MPSC Case No: U-22058	
Requester: STAFF	
Question No.: STDE-8.2	
Respondent: N. Foley	
Page: 1 of 1	

Question: 2. If the Commission determines that the costs of serving the Customer exceed the benefits of doing so, and assuming that the Customer is unable to pay for such costs due to an unforeseen financial hardship, is DTE committed to holding its existing customers harmless for such costs not recovered from the Customer? If yes, please provide a reference to the application or testimony where such a commitment can be found. For purposes of this question, the phrase 'holding its existing customers harmless' means that DTE will not seek to recover the costs of serving this Customer from other ratepayers.

Answer: Such a commitment is not included in the application or testimony. The Company is committed to pursuing recovery from the Customer for all amounts owed to the Company under the special contracts. The collateral protections set forth in PSA Section 9 and CCAA Section 11 were designed to mitigate any under recovery of costs due to Customer nonpayment. In the event of a default, the Company may draw upon available letters of credit and/or seek recovery under the parent guarantee for amounts owed to DTE Electric, including the termination payment or any other amounts due.

In the highly unlikely event of a Customer bankruptcy or other circumstance in which recovery from the Customer, its parent guarantor, and letters of credit is not sufficient, DTE Electric's position is that it would not seek to recover from other customers costs that are ultimately determined by the Commission, pursuant to Section 5.1.3 of the PSA, to be in excess of the combined revenues payable to the Company under the PSA and Related Agreements. However, if at a later date the Commission determines such costs to be reasonable and prudent and appropriately attributable to utility service provided to customers generally, the Company may seek recovery at that time. Any such determination would necessarily depend on the facts and circumstances at the time and would be subject to Commission review and approval in the applicable proceeding.

Attachment: *None*

Remaining Net Revenue Requirement - Proxy CCGT w/CCS and Solar
Years 2048 - 2067 -- Capacity and Energy Value Maintained at 2038 Level

Line	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)
1	Inflation	0.00%									
2	CCGT w/CCS Capacity Revenue ($K)										
3	CCGT w/CCS Energy Value ($K)										
4	Storage Asset Capacity Revenue ($K)										
5	Storage Asset Energy Value ($K)										
6	Solar Capacity Revenue ($K)										
7	Solar Energy Value ($K)										
	Proxy CCGT w/CCS	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
8	CCGT Revenue Requirement	0	0	0	0	0	0	0	0	0	0
9	CCS Revenue Requirement	0	0	0	0	0	0	0	0	0	0
10	Nominal Cost	0	0	0	0	0	0	0	0	0	0
11	Energy Value	0	0	0	0	0	0	0	0	0	0
12	Capacity Revenue	0	0	0	0	0	0	0	0	0	0
13	Total Wholesale Value CCGT w/CCS	0	0	0	0	0	0	0	0	0	0
	Solar										
14	Energy Value	0	0	0	0	0	0	0	0	0	0
15	Capacity Revenue	0	0	0	0	0	0	0	0	0	0
16	Total Solar Revenue	0	0	0	0	0	0	0	0	0	0
	576 MW Storage Alternative										
17	Storage Revenue Requirement	0	0	0	0	0	0	0	0	0	0
18	Energy Value	0	0	0	0	0	0	0	0	0	0
19	Capacity Revenue	0	0	0	0	0	0	0	0	0	0
20	Total Wholesale Value Storage	0	0	0	0	0	0	0	0	0	0

Line	(a)	(l)	(m)	(n)	(o)	(p)	(q)	(r)	(s)	(t)	(u)
1	Inflation										
		2038									
2	CCGT w/CCS Capacity Revenue ($K)	$ 41,000									
3	CCGT w/CCS Energy Value ($K)	$ 100,600									
4	Storage Asset Capacity Revenue ($K)	$ 42,400									
5	Storage Asset Energy Value ($K)	$ 33,500									
6	Solar Capacity Revenue ($K)	$ 64,500									
7	Solar Energy Value ($K)	$ 3,700									
	Proxy CCGT w/CCS	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047
8	CCGT Revenue Requirement	0	0	0	0	0	0	0	0	0	0
9	CCS Revenue Requirement	0	0	0	0	0	0	0	0	0	0
10	Nominal Cost	0	0	0	0	0	0	0	0	0	0
11	Energy Value	0	0	0	0	0	0	0	0	0	0
12	Capacity Revenue	0	0	0	0	0	0	0	0	0	0
13	Total Wholesale Value CCGT w/CCS	0	0	0	0	0	0	0	0	0	0
	Solar										
14	Energy Value	0	0	0	0	0	0	0	0	0	0
15	Capacity Revenue	0	0	0	0	0	0	0	0	0	0
16	Total Solar Revenue	0	0	0	0	0	0	0	0	0	0
	576 MW Storage Alternative										
17	Storage Revenue Requirement	0	0	0	0	0	0	0	0	0	0
18	Energy Value	0	0	0	0	0	0	0	0	0	0
19	Capacity Revenue	0	0	0	0	0	0	0	0	0	0
20	Total Wholesale Value Storage	0	0	0	0	0	0	0	0	0	0

Line	(a)	(v)	(w)	(x)	(y)	(z)	(aa)	(ab)
1	Inflation							
		2048						
2	CCGT w/CCS Capacity Revenue ($K)	$ 41,000						
3	CCGT w/CCS Energy Value ($K)	$ 100,600						
4	Storage Asset Capacity Revenue ($K)	$ 42,400						
5	Storage Asset Energy Value ($K)	$ 33,500						
6	Solar Capacity Revenue ($K)	$ 64,500						
7	Solar Energy Value ($K)	$ 3,700						
	Proxy CCGT w/CCS	2048	2049	2050	2051	2052	2053	2054
8	CCGT Revenue Requirement	$ 220,257	$ 213,014	$ 205,772	$ 198,529	$ 191,287	$ 184,373	$ 178,116
9	CCS Revenue Requirement	$ 228,240	$ 223,807	$ 219,373	$ 214,939	$ 210,505	$ 206,273	$ 202,443
10	Nominal Cost	$ 448,497	$ 436,821	$ 425,145	$ 413,468	$ 401,792	$ 390,645	$ 380,559
11	Energy Value	$ 100,600	$ 100,600	$ 100,600	$ 100,600	$ 100,600	$ 100,600	$ 100,600
12	Capacity Revenue	$ 41,000	$ 41,000	$ 41,000	$ 41,000	$ 41,000	$ 41,000	$ 41,000
13	Total Wholesale Value CCGT w/CCS	$ 141,600	$ 141,600	$ 141,600	$ 141,600	$ 141,600	$ 141,600	$ 141,600
	Solar							
14	Energy Value	$ 64,500	$ 64,500	$ 64,500	$ 64,500	$ 64,500	$ 64,500	$ 64,500
15	Capacity Revenue	$ 3,700	$ 3,700	$ 3,700	$ 3,700	$ 3,700	$ 3,700	$ 3,700
16	Total Solar Revenue	$ 68,200	$ 68,200	$ 68,200	$ 68,200	$ 68,200	$ 68,200	$ 68,200
	576 MW Storage Alternative							
17	Storage Revenue Requirement	$ 230,375	$ 223,603	$ 216,348	$ 211,929	$ 208,390	$ 205,485	$ 204,351
18	Energy Value	$ 33,500	$ 33,500	$ 33,500	$ 33,500	$ 33,500	$ 33,500	$ 33,500
19	Capacity Revenue	$ 42,400	$ 42,400	$ 42,400	$ 42,400	$ 42,400	$ 42,400	$ 42,400
20	Total Wholesale Value Storage	$ 75,900	$ 75,900	$ 75,900	$ 75,900	$ 75,900	$ 75,900	$ 75,900

Line		CCGT w/CCS	Storage Asset
21	NPV Cost	$1,009,847	$558,370
22	NPV Market Value	$382,564	$205,061
23	Net NPV (line 21 - line 22)	($627,282)	($353,309)
24	Including avoidance of additional Storage Asset	($273,973)	
25	NPV of Solar Revenues	$144,420	
26	**Net NPV Incl Solar Credits (line 24 + line 25)**	**($129,553)**	

Remaining Net Revenue Requirement - Proxy CCGT w/CCS and Solar
Years 2048 - 2067 -- Capacity and Energy Value Maintained at 2038 Level

Line	(a)	(ac)	(ad)	(ae)	(af)	(ag)	(ah)	(ai)	(aj)	(ak)	(al)	(am)	(an)	(ao)
1	Inflation													
						2059	2060	2061						
2	CCGT w/CCS Capacity Revenue ($K)				Solar End of Life	500	700	400						
3	CCGT w/CCS Energy Value ($K)				% of total	31%	44%	25%						
4	Storage Asset Capacity Revenue ($K)				Jan 1 % Remaining	100%	69%	25%						
5	Storage Asset Energy Value ($K)													
6	Solar Capacity Revenue ($K)													
7	Solar Energy Value ($K)													
	Proxy CCGT w/CCS	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067
8	CCGT Revenue Requirement	$ 172,378	$ 167,020	$ 161,851	$ 156,682	$ 151,513	$ 146,344	$ 141,175	$ 136,006	$ 130,837	$ 125,668	$ 120,500	$ 115,331	$ 110,162
9	CCS Revenue Requirement	$ 198,930	$ 195,649	$ 192,485	$ 189,321	$ 186,157	$ 182,992	$ 179,828	$ 176,664	$ 173,499	$ 170,335	$ 167,171	$ 164,007	$ 160,842
10	Nominal Cost	$ 371,308	$ 362,669	$ 354,336	$ 346,003	$ 337,669	$ 329,336	$ 321,003	$ 312,670	$ 304,337	$ 296,004	$ 287,670	$ 279,337	$ 271,004
11	Energy Value	$ 100,600	$ 100,600	$ 100,600	$ 100,600	$ 100,600	$ 100,600	$ 100,600	$ 100,600	$ 100,600	$ 100,600	$ 100,600	$ 100,600	$ 100,600
12	Capacity Revenue	$ 41,000	$ 41,000	$ 41,000	$ 41,000	$ 41,000	$ 41,000	$ 41,000	$ 41,000	$ 41,000	$ 41,000	$ 41,000	$ 41,000	$ 41,000
13	Total Wholesale Value CCGT w/CCS	$ 141,600	$ 141,600	$ 141,600	$ 141,600	$ 141,600	$ 141,600	$ 141,600	$ 141,600	$ 141,600	$ 141,600	$ 141,600	$ 141,600	$ 141,600
	Solar													
14	Energy Value	$ 64,500	$ 64,500	$ 64,500	$ 64,500	$ 64,500	$ 44,344	$ 11,086						
15	Capacity Revenue	$ 3,700	$ 3,700	$ 3,700	$ 3,700	$ 3,700	$ 2,544	$ 636						
16	Total Solar Revenue	$ 68,200	$ 68,200	$ 68,200	$ 68,200	$ 68,200	$ 46,888	$ 11,722						
	576 MW Storage Alternative													
17	Storage Revenue Requirement	$ 204,063	$ 203,574	$ 202,872	$ 201,945	$ 200,780	$ 199,363	$ 197,680	$ 195,717	$ 193,458	$ 190,887	$ 187,988	$ 184,743	$ 181,135
18	Energy Value	$ 33,500	$ 33,500	$ 33,500	$ 33,500	$ 33,500	$ 33,500	$ 33,500	$ 33,500	$ 33,500	$ 33,500	$ 33,500	$ 33,500	$ 33,500
19	Capacity Revenue	$ 42,400	$ 42,400	$ 42,400	$ 42,400	$ 42,400	$ 42,400	$ 42,400	$ 42,400	$ 42,400	$ 42,400	$ 42,400	$ 42,400	$ 42,400
20	Total Wholesale Value Storage	$ 75,900	$ 75,900	$ 75,900	$ 75,900	$ 75,900	$ 75,900	$ 75,900	$ 75,900	$ 75,900	$ 75,900	$ 75,900	$ 75,900	$ 75,900
21	NPV Cost													
22	NPV Market Value													
23	Net NPV (line 21 - line 22)													
24	Including avoidance of additional Storage Asset													
25	NPV of Solar Revenues													
26	**Net NPV Incl Solar Credits (line 24 + line 25)**													

MPSC Case No: U-22058	
Requester: ABATE	
Question No.: ABDE-2.15a	
Respondent: S. Burgdorf	
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Question: Request 15: Referring to the Rebuttal Testimony of DTE Witness Burgdorf at page SDB-4-Rebuttal: a. Please confirm capacity market prices are volatile. If not fully confirmed, please explain in detail why not fully confirmed.

Answer: DTE Electric objects to the request on the grounds that the term "volatile" is vague and undefined, and the request as posed calls for a confirmation untethered to any specific timeframe, magnitude, or measure of variation. Subject to and without waiving the foregoing objection, the Company responds as follows:

Not fully confirmed. MISO PRA clearing prices for capacity have varied across MISO Planning Years and seasons, including periods of relatively stable outcomes and periods in which clearing prices have moved materially. The Company does not, however, confirm the general proposition that capacity market prices are uniformly or persistently "volatile."

In relation to SDB-4-Rebuttal, note that the remaining net book value analysis discussed in my direct testimony Q23–Q26 and rebuttal testimony at SDB-4 through SDB-5 does not rely on short-term capacity price variation, but instead uses a long-term inflation assumption consistent with observed inflationary trends over the prior ten-year period, as explained in response to ABDE-2.15c.

Attachment: *None.*

Co-respondent: Legal

MPSC Case No: U-22058	
Requester: ABATE	
Question No.: ABDE-2.15b	
Respondent: S. Burgdorf	
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Question: Request 15: Referring to the Rebuttal Testimony of DTE Witness Burgdorf at page SDB-4-Rebuttal: b. Please confirm the market price for capacity for a given MISO Season for a given MISO Planning Year can be substantially lower or higher than that market price for capacity was for the same MISO Season in the previous MISO Planning Year. If not fully confirmed, please explain in detail why not fully confirmed.

Answer: DTE Electric objects to the request on the grounds that the term "substantially" is vague and undefined, and the request as posed calls for a confirmation untethered to any specific magnitude or measure of variation. Subject to and without waiving the foregoing objection, the Company responds as follows:

Partially confirmed. MISO PRA clearing prices for a given Season in a given MISO Planning Year can differ from the clearing price for the same Season in the immediately preceding Planning Year, and historical PRA results reflect such differences. The Company does not, however, confirm that such differences are necessarily "substantial," as that term is undefined and the magnitude of any year-over-year change depends on the specific Season, Local Resource Zone, and Planning Year examined, as well as the supply-and-demand fundamentals and MISO construct rules in effect at the time. As explained in response to ABDE-2.15c, the Company's remaining net book value analysis does not assume year-over-year stability in capacity prices and instead applies a long-term inflation assumption to the 2038 modeled value over the 2039–2067 period.

Attachment: *None.*

Co-respondent: Legal

MPSC Case No: U-22058	
Requester: ABATE	
Question No.: ABDE-2.15c	
Respondent: S. Burgdorf	
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Question: Request 15: Referring to the Rebuttal Testimony of DTE Witness Burgdorf at page SDB-4-Rebuttal: c. Please provide all evidence DTE relied upon for its assumption in its remaining net book value of the proxy CCGT with CCS analysis that capacity market prices after 2038 will increase 3% annually from the value DTE projected for them in 2038.

Answer: As indicated in my rebuttal testimony at SDB-4 through SDB-5, price inflation has consistently risen over time. A reasonable inflation assumption based on the average for the last ten years is close to 3%. The Company did not rely on a forecast of MISO Planning Resource Auction clearing prices for specific Planning Years beyond 2038. Rather, the 3% escalation was used as a reasonable proxy for long-term inflationary effects across the 2039–2067 horizon, which spans two to four decades beyond the present.

Attachment: *None.*

MPSC Case No: U-22058	
Requester: ABATE	
Question No.: ABDE-2.15d	
Respondent: S. Burgdorf	
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Question: Request 15: Referring to the Rebuttal Testimony of DTE Witness Burgdorf at page SDB-4-Rebuttal: d. Please confirm energy market prices are volatile. If not fully confirmed, please explain in detail why not fully confirmed.

Answer: DTE Electric objects to the request on the grounds that the term "volatile" is vague and undefined, and the request as posed calls for a confirmation untethered to any specific timeframe, magnitude, or measure of variation. Subject to and without waiving the foregoing objection, the Company responds as follows:

Not fully confirmed. MISO locational marginal prices for energy vary across hours, days, months, and years as a function of load, generation availability, fuel prices, weather, transmission conditions, and other fundamentals. The degree to which such variation should be characterized as "volatility" depends on the period analyzed and the measure used, and the Company does not confirm the general proposition that energy market prices are uniformly or persistently "volatile."

In relation to SDB-4-Rebuttal, note that the remaining net book value analysis discussed in my direct testimony Q23–Q26 and rebuttal testimony at SDB-4 through SDB-5 does not rely on short-term energy price variation, but instead uses a long-term inflation assumption consistent with observed inflationary trends over the prior ten-year period, as explained in response to ABDE-2.15c.

Attachment: *None.*

Co-respondent: Legal

MPSC Case No: U-22058	
Requester: ABATE	
Question No.: ABDE-2.15e	
Respondent: S. Burgdorf	
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Question: Request 15: Referring to the Rebuttal Testimony of DTE Witness Burgdorf at page SDB-4-Rebuttal: e. Please confirm the market price for energy for a given hour, day, month or year can be substantially lower or higher than that market price for energy was for the previous hour, day, month or year. If not fully confirmed, please explain in detail why not fully confirmed.

Answer: DTE Electric objects to the request on the grounds that the term "substantially" is vague and undefined, and the request as posed calls for a confirmation untethered to any specific magnitude or measure of variation. Subject to and without waiving the foregoing objection, the Company responds as follows:

Partially confirmed. MISO locational marginal prices for energy can and do vary across hours, days, months, and years, and a price for a given period can be higher or lower than the price for the immediately preceding period. The Company does not, however, confirm that such differences are necessarily "substantial," as that term is undefined and the magnitude of any change depends on the specific period and pricing node examined and the underlying fundamentals in effect at the time. As explained in response to ABDE-2.15c, the Company's remaining net book value analysis does not assume stability in energy prices across short periods and instead applies a long-term inflation assumption to the 2038 modeled value over the 2039–2067 period.

Attachment: *None.*

Co-respondent: Legal

MPSC Case No: U-22058	
Requester: ABATE	
Question No.: ABDE-2.15f	
Respondent: S. Burgdorf	
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Question: Request 15: Referring to the Rebuttal Testimony of DTE Witness Burgdorf at page SDB-4-Rebuttal: f. Please provide all evidence DTE relied upon for its assumption in its remaining net book value of the proxy CCGT with CCS analysis that average annual energy market prices after 2038 will increase 3% annually from the value DTE projected for them in 2038.

Answer: See response to ABDE-2.15c.

Attachment: *None.*

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * * * *

In the matter of the application of DTE ELECTRIC COMPANY for approval of special contracts and related relief.	)))))	 Case No. U-22058 ALJ Theresa A.G. Staley

PROOF OF SERVICE

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

Stephen A. Campbell, being first duly sworn, deposes and says that on July 2, 2026, he did cause to be served the ***Association of Businesses Advocating Tariff Equity's Official Exhibits (AB-1 through AB-3)***, as well as this ***Proof of Service***, in the above docket, via electronic mail, to the persons identified on the attached service list.

Stephen A. Campbell

Digitally signed by: Stephen A. Campbell
DN: CN = Stephen A. Campbell email = SCampbell@clarkhill.com C = US O = Clark Hill PLC
Date: 2026.07.02 11:34:54 -04'00'

Stephen A. Campbell

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MPSC Case No. U-22058

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