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July 20, 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 Initial Brief*** and ***Proof of Service*** in the above-referenced matter.

Sincerely,

CLARK HILL PLC

Stephen A. Campbell

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Stephen A. Campbell

SAC/lkd
cc: Parties of Record

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 for other relief.	)))))	Case No. U-22058 ALJ Theresa A.G. Staley

INITIAL BRIEF OF THE
ASSOCIATION OF BUSINESSES ADVOCATING TARIFF EQUITY

The Association of Businesses Advocating Tariff Equity ("ABATE"), by its attorneys, CLARK HILL PLC, files its Initial Brief in this proceeding initiated by DTE Electric Company ("DTE" or the "Company") before the Michigan Public Service Commission ("Commission") in accordance with the schedule established by the presiding Administrative Law Judge ("ALJ").

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I. INTRODUCTION

The Company has requested the Commission approve two special contracts (a Primary Supply Agreement ("PSA") and a Clean Capacity Acceleration Agreement ("CCAA")) to serve an approximately 1.0 GW Google LLC ("Google" or "Customer") data center. Along with the load at issue in Case No. U-21990 the scale of this load is unprecedented and entails commensurate risks to the Company's resource adequacy and rates. As filed, the PSA and CCAA are inadequate to protect existing customers from these risks and require modification.

First, the Company's net benefit analysis is deficient and does not address the impact to customers or the Company's resource adequacy if the Google load does not fully materialize as planned. This inadequacy in the Company's presentation requires additional customer protections to guard against risk. These risks include a lacking affordability backstop, insufficient collateral, limited and inadequate tools to ensure resource adequacy, and inclusion of Google into Rate D11 such that other customers will inevitably subsidize the costs incurred by DTE to serve this customer. The Company has also proposed earning a financial incentive from Google under a structure which is misplaced in this context and unreasonable.

Because DTE bears the burden of demonstrating that its proposal is reasonable and prudent and it has not carried that burden, the Commission should reject the PSA and CCAA as filed. At a minimum, any Commission approval of the PSA and CCAA must be expressly conditioned on the modifications described below. These steps are necessary to ensure the Company's resource adequacy and avoid existing customers bearing the cost DTE incurs to serve this load.

II. BACKGROUND

The Company's application requests Commission approval of two special contracts between DTE and Google. Under the PSA, Google would take full electric service from DTE under Rate Schedule D11 for an initial term of 20 years for a data center facility with a maximum demand of approximately 1.0 GW located at or near Van Buren Township, Michigan. (See Dauphinais 3 Tr 528-31.) Under the CCAA, DTE would develop up to 480 MW of energy storage projects and 1,600 MW of renewable energy projects whose costs would be recovered from Google, and Google would transfer 300 MW of MISO Zone 7 Zonal Resource Credits ("ZRCs") to DTE from June 1, 2028 through May 31, 2033 and pay DTE a financial incentive for the transferred ZRCs. (Dauphinais 3 Tr 532-33.)

The PSA establishes a Minimum Billing Demand equal to 80% of Google's contract capacity — 800 MW once Google reaches its full 1,000 MW contract capacity — producing a Minimum Monthly Charge of approximately $13.8 million per month, and a termination payment designed for DTE to recover at least 15 years of Minimum Monthly Charges, equal to approximately $2.48 billion at the Load Ramp Completion Date based on the D11 rates approved in Case No. U-21860. (Dauphinais 3 Tr 528-31.) DTE also relies on two additional agreements for which it does not seek approval in this proceeding — a Rider 12 Demand Response Agreement committing Google, from June 1, 2028 through May 31, 2033, to reduce its demand to 650 MW or lower when called upon by MISO during emergencies, and a Line Extension Agreement under which Google will pay up to $50 million toward the distribution project necessary to serve it. (Dauphinais 3 Tr 528-29, 535-37.) The Company uses the terms of these agreements to support its contention that the PSA and CCAA are reasonable, prudent, in the public interest, and will not increase the cost of service to other customers. (*Id*. (internal citations omitted).)

III. ARGUMENT

A. DTE bears the burden of demonstrating that the PSA and CCAA are reasonable and prudent.

As the applicant, DTE bears the burden of proof in this proceeding. To obtain approval of the PSA and CCAA, DTE must demonstrate that its provision of service to Google under those

ClarkHill\07411\1025978\288754093.v1-7/20/26 agreements is reasonable and prudent.[1] Here DTE has not demonstrated that the contracts are in the public interest and will not increase the cost of service to DTE's other customers. As such, DTE has not met its burden. Most fundamentally, DTE admitted that it performed no analysis of the impacts to its other customers of a delayed load ramp, a failure of the Google load to fully materialize, or a failure of that load to remain fully materialized. (Dauphinais 3 Tr 539-41.) The Commission should therefore reject the PSA and CCAA as filed. To the extent the Commission nonetheless grants approval, the conditions ABATE proposes below are necessary to ensure the Company's additional customers do not bear unreasonable resource adequacy and rate increase risks.

B. The Company's net benefit analysis contains unreasonable assumptions and does not address the rate impacts of reasonably likely alternatives.

The prospective Google load at issue in this proceeding is massive. To put its size in context, DTE's total current full-service customer load on Rate D11 is approximately 1.8 GW with a 73.4% load factor spread over 2,079 customers. (See Dauphinais 3 Tr 527-28 (internal citations omitted).) The Google load of potentially 1.0 GW, along with the Oracle data center load at issue in Case No. U-21990, would together make up approximately 57% of the total full-service demand and approximately 62% of the total full-service energy in the D11 rate class, with Google alone accounting for approximately 24% of the total full-service demand and 26% of the total full-service energy. (*Id.*) The addition of this customer load would therefore represent a profound transformation of DTE's load (particularly D11 load) and requires carefully considered and adequate tariff provisions to avoid detrimental impacts to DTE's resource adequacy and rates.

[1] The Company's Application states that the approvals sought here "will not increase the cost of service to the Company's customers" and requested the Commission determine "the Special Contracts are reasonable and prudent and enter an order approving the Special Contracts as consistent with all applicable law." (DTE Application at 1 n 1, 6.)

These risks are demonstrated by the inadequacies of DTE's net benefit analysis which, while indicating a net benefit if Google's load fully materializes, does not include *any* analysis of impacts related to a delayed ramp, failure of the load to fully materialize, or a failure of the load to remain fully materialized. (Dauphinais 3 Tr 539-40.) Such occurrences will limit the revenue benefit of this Customer while still leaving DTE with the costs associated with service. Such costs are significant. For instance, DTE has indicated $308 million in transmission upgrades will be required. This cost would be recovered by ITC through its FERC-jurisdictional transmission service rates under the MISO Tariff, meaning it would be borne by DTE's full-service and retail open access customers. (Dauphinais 3 Tr 537-38 (internal citations omitted).) While the Company claims that Google's additional billing units would more than offset these transmission costs if the Google load fully materializes, that offset depends entirely on the load materializing and remaining at full ramp. (Dauphinais 3 Tr 537-41) The Company failed to analyze the impact of any other scenario or circumstances. (*Id.*)

Further, to address the concerns raised by its SERVM loss of load probability analysis the Company indicated that a 727 MW Combined Cycle Combustion Turbine ("CCCT") generation facility with Carbon Capture and Sequestration ("CCS") will also be required, which cost would also be recovered from all of DTE's customers. (*Id.*) The same dynamic appears in the Line Extension Agreement ("LEA"). Although the LEA requires Google to pay up to $50 million toward the distribution project necessary to serve it, DTE has indicated that if the project's cost exceeds $50 million for reasons other than unexpected site conditions or events, DTE will propose adding the overrun to rate base for recovery from customers as a whole, rather than from Google, the sole cause of the cost. (Dauphinais 3 Tr 534.) Without Google's load and revenue materializing at the pace and scale anticipated, these significant costs to DTE's existing customers will have no revenue offset. Furthermore, even if the Google load ramps and materializes in full, the Company's analysis does not reflect the PSA's expiration at the end of 2047, when the CCCT resource will only be 15 years into its estimated 35-year book life. (Dauphinais 3 Tr 539-41 (internal citations omitted).) If Google ceases to be a DTE customer when the PSA expires, other customers will be left to pay the undepreciated remaining net book value of the CCCT. (*Id*.)

In addition, while the Company provided an analysis which estimated a $75.01 million net benefit on a present value basis for the period of 2048 through 2067, that analysis assumed annual capacity and energy price growth of 3.0% from 2038 levels without any alternative price developments. (*Id*.) If an equally reasonable assumption of 0% growth is used, this purported benefit of the CCCT resource for 2048 through 2067 would become a projected net present value *cost* to existing customers of $129.55 million. (*Id*.; Exhibit AB-2.)

Relying solely on one assumptive analysis with a 3% price growth is unreasonable. Further, the Company's argument that ABATE's illustrative 0% growth "assumption is neither reasonable nor consistent with inflationary price impacts that consistently rise over time" is itself unreasonable and inconsistent with DTE's own acknowledgements. (Burgdorf 3 Tr 394-95.) Prices do not remain static and there is no reason to assume long term growth will equate to 3% annual escalations. Indeed, the Company admitted that "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." (Exhibit AB-3 at 1.) Similarly, "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." (See *Id*. at 4-5.) In other words, the growth rate the Company used is only one of myriad possibilities without any certainty 3% growth will occur. Indeed, the Company also acknowledged it "did not rely on a forecast of MISO Planning Resource Auction clearing prices for specific Planning Years beyond 2038." (*Id.* at 3.) The Company should have included additional reasonably potential circumstances as part of its analysis. The absence of such analyses makes its request inadequately supported and deficient.

In addition to the perils of using DTE's assumed capacity and energy price growth to forecast a potential benefit of this resource, DTE's analysis also conducted that analysis using nominal dollars rather than on a present value basis. (Dauphinais 3 Tr 539-41 (internal citations omitted).) The latter is more typically used for IRP analyses and DTE itself took this approach in its Exhibit A-15. The impact of this choice is material; on a net present value basis with a discount rate of 7.05% DTE's net benefit value would drop from approximately $1.7 billion to $1.0 billion, a difference of approximately $700 million. (*Id.*) These choices therefore reflect an important point: the net benefit analysis results are a function of the underlying assumptions used therein. The Company conducted no sensitivity analysis to test how its results could vary depending on how those assumptions are adjusted. (*Id.*) The Company's claim that "performing resource-type sensitivities over that horizon (two to four decades into the future) would require speculative assumptions about resource availability, technology costs, and market structures that cannot be reliably forecasted today" does not make its proposal reasonable, it is an admission that DTE abandoned any additional reasonable comparative analyses against which to consider its proposal. (Burgdorf 3 Tr 395.) While such analyses may not entail complete accuracy, they offer important insight into realistic and potentially likely circumstances against which the Commission should consider the Company's proposal.

Given these flaws and deficiencies, the Company's net benefit assumptions are not sufficient to demonstrate that adding the Google load will not increase costs for existing customers.

Absent additional protections, the PSA and CCAA would require DTE's other customers to bear the risk that the projected net benefit instead materializes as a net cost, while DTE earns a return on its investments to serve Google regardless of whether its other customers ever see a benefit. (Dauphinais 3 Tr 541.) As such, additional protections (such as those discussed below) are necessary to avoid existing customers facing additional risk of cost increases without offsetting revenues.

C. The proposed affordability backstop is inadequate without being modifiable or effective after PSA termination.

The affordability backstop for the PSA, while conceptually helpful to reducing risk to existing customers, does not extend beyond termination of the PSA and does not permit the termination payment to be modified in the event the aggregate costs of serving Google are found to exceed the aggregate benefits of that termination payment. (Dauphinais 3 Tr 541-43.) As DTE stated, "once the PSA is terminated it cannot be modified." (*Id*.) That termination payment is a fixed formula designed to ensure DTE recovers at least 15 years of Minimum Monthly Charges — approximately $2.48 billion at the Load Ramp Completion Date based on currently approved D11 rates — untethered to the actual costs and benefits of serving Google at the time of termination. (*Id*.; Foley 3 Tr 102.) The Company's assertion that under the PSA "the termination payment is based on the MBD and not on an assessment of specific costs or benefits of serving the Customer" effectively acknowledges this flaw. (Foley 3 Tr 138-39.) Thus, while DTE asserted that "the termination payment is not static and is calculated at the time a termination occurs," that calculation does not consider *all* of the costs and benefits associated with the termination of the PSA. (*Id*.; Dauphinais 3 Tr 541-43.) Only the application of the affordability backstop can do so. Applying it at termination and modifying the termination payment to reflect these costs and benefits is necessary to ensure DTE's other customers are not harmed by the termination.

Any Commission approval of the PSA and CCAA should therefore be conditioned on, among other things, the affordability backstop (Section 5.1.3 of the PSA) being modified to allow an adjustment of the termination payment based on the facts and circumstances known or knowable at the time the PSA is terminated. This is necessary to ensure the costs incurred to serve Google do not exceed any benefits attending termination, giving full consideration to both the reasonably projected forward-looking benefits at that time and any sunk costs incurred by DTE. Simply stated, the termination payment must cover the costs associated with serving the customer.

Termination of the PSA should not result in costs to existing customers. As such the affordability backstop should be modifiable to cover any costs existing customers may otherwise incur resulting from termination.

D. The collateral required of Google must be sufficient to cover DTE's costs.

The affordability backstop and termination payments only protect existing customers to the extent DTE can collect them. (Dauphinais 3 Tr 543-45.) Considering the multibillion dollar level of termination payments under the PSA and CCAA, any possibility of a shortfall represents an unacceptable level of risk for existing customers. (*Id.*) Further, as DTE is the only party in a position to manage the form and level of collateral required by the PSA and CCAA, DTE is the only party that should bear the risk of insufficient collateral.

The Commission has recognized and explicitly reiterated this point. In approving a special contract for a data center customer in Case No. U-21990 the Commission stated the following:

> [I]n the event of a termination, default, or other event whereby DTE Electric is required to draw on the letter of credit or parental guaranty, if the company determines that the specified collateral is not sufficient to cover the full amount of the remaining financial exposure associated with the ESA or the PSA (minus the value to customers), the Commission specifically cautions DTE Electric that any unrecovered costs shall not be borne by ratepayers and that DTE Electric bears responsibility for any remaining liability. All risk associated with the sufficiency of the collateral shall be borne by DTE Electric. *In the Matter of the Application of*

DTE Electric Co, order of the Public Service Commission, entered December 18, 2025 (Case No. U-21990), p 41.

The PSA and CCAA do not reflect this approach. (Dauphinais 3 Tr 543-45.) While DTE asserted that if recovery from Google, its parent guarantor, and letters of credit are not sufficient, DTE would not seek to recover relevant costs from customers, this assertion is a far cry from a contractually binding requirement. (*Id*.) Indeed, DTE expressly reserved the right to seek recovery from other customers, stating that "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." (Exhibit AB-1 at 26.) DTE has thus preserved for itself precisely the recovery pathway the Commission foreclosed in Case No. U-21990. Again, given the amounts at stake here such guaranteed protection is necessary.

Any approval of the PSA and CCAA must therefore be conditioned on any unrecovered costs related to termination, default, or other relevant event being borne by DTE. Such an approach is consistent with the Commission's prior determination on this issue in a similar context and should be applied here.

E. The Company's tools to ensure resource adequacy contain shortcomings and require modification.

While the PSA provides for DTE to limit Google's ramp capacity and the Company has proposed tariff revisions regarding firm load shedding in another docket, both of these approaches to ensuring resource adequacy contain shortcomings. (Dauphinais 3 Tr 545-48.) As such any contract approval here should be conditioned on revising these measures.

First, while the PSA gives DTE the reasonable *discretion* to limit Google's load ramp or max load when applicable triggers apply, there is no obligation for DTE to fully utilize that provision to protect resource adequacy. (*Id*.) Second, the Company's firm load shedding tariff revisions proposed in Case No. U-22059 were made in response the Commission's December 18, 2025 Order in U-21990 regarding the Oracle data center load special contracts. As such, those tariff revisions should be limited to the circumstances presented by those contracts.[2] Of course, given the 1,000 MW size of the Google data center load addition at issue here, in addition to the size of the resource additions necessary to support it, subjecting Google to an early load shedding requirement until the resources necessary to serve it are fully online is fully justified in this case.

Furthermore, neither of these potential safeguards can adequately address the May 31, 2033 resource adequacy cliff that will occur when Google ceases to transfer 300 MW of ZRCs to DTE under the CCAA, and approximately 250 MW of ZRCs under the Rider 12 DR Agreement. (*Id.*) This approximately 550 MW loss of ZRCs is likely the cause of DTE's projected 677 MW need for "perfect capacity" in 2033. (*Id.*) Because the 727 MW proxy CCCT with CCS that DTE modeled to fill that need is not part of the CCAA, DTE assumes its multibillion-dollar revenue requirement would be recovered from all of DTE's full-service customers rather than just Google, whose load created the need. (Dauphinais 3 Tr 545-48.) Further, because this addition is not associated with the CCAA or any agreement between DTE and Google, it does not appear DTE's ability to limit Google's ramp capacity will apply if DTE cannot secure this load, and an early load shedding requirement simply cannot provide adequate protection. The Company's argument that requiring "the Customer [to] provide ZRCs beyond what the Customer has already agreed to is simply unreasonable" does nothing to address this concern and indicates the Company's reluctance to do anything to address the foreseeable shortcomings of the Company's proposal. (Foley 3 Tr 164-65.)

[2] This is particularly because DTE proposed to also generically apply the provision to all new loads 100 MW or larger, which is highly problematic for the reasons explained in ABATE's comments filed in that proceeding on May 19, 2026.

Given the concerns raised by Google's massive load addition and the inadequacy of the measures proposed to deal with resource adequacy shortfalls, any contract approval must be conditioned on the following:

- DTE committing (i.e., not simply retaining discretion) to limit the load ramp and maximum demand of Google as necessary to ensure resource adequacy for DTE's other customers.
- DTE modifying its emergency procedures to subject Google to firm load shedding prior to other customers, provided that such customer load shedding does not: (i) compromise system reliability; and (ii) can prevent shedding firm load of other DTE Electric Customers, until such time all of the resources necessary to serve the Google data center load are in service.
- Modification of the CCAA and the Rider 12 DR Agreement such that: (i) Google is required beyond May 31, 2033 to continue to transfer 300 MW of ZRCs to DTE; and (ii) Google's facility is required beyond May 31, 2033 to continue to be curtailable down to a demand of 650 MW, to the extent DTE has been unable to bring 550 MW of ZRCs of new capacity online in MISO Zone 7 to replace the ZRCs that were being provided by Google.

Without these modifications the addition of the Google load represents too great a risk of resource inadequacy. As such the Commission must ensure the proper protections are in place.

F. Google should be placed in its own rate class for large data center loads.

Given the size of its load, serving Google (and Oracle) under Rate D11 will overwhelm the current load characteristics of the traditional commercial and industrial customers in that rate class. (Dauphinais 3 Tr 548-49.) This disparity will almost certainly result in cost subsidies as a result of the D11 rate design, which does not necessarily fully align with cost allocation in class cost of service studies. (*Id*.)

As ABATE witness Dauphinais explained, production plant is allocated to customer classes in cost of service studies on a 75% 4-CP demand and 25% annual energy consumption basis, while production plant is allocated to D11 customers based on each customer's monthly peak demand (not customer 4-CP demand) and energy consumption, not necessarily on a 75% demand and 25% energy basis. (*Id*.) Given Google's massive load relative to a typical D11 customer, costs to serve Google are highly likely to be borne in part by other customers in the class. Furthermore, given the likelihood that costs may eventually be directly allocated to the customer class the large data center loads are within, traditional commercial and industrial customers will ultimately inappropriately be allocated these costs. None of this is necessary; a new rate class can easily be established for Google and the other large data center loads. Such a rate class could initially utilize the same rates as Rate D11, which would produce the same outcome as initially placing these loads on Rate D11 without introducing any risk of intra-class subsidies to the existing members of the Rate D11 class. (*Id.*) As further loads materialize the particulars of that rate can be adjusted as necessary. The Company's assertion that its "currently pending general rate case includes several cost of service and rate design studies intended to facilitate discussion of this very question" is inadequate; this issue cannot be waved away in this proceeding concerning this exact type of customer because of "discussion" being facilitated in another proceeding. (Willis 3 Tr 427.) The Commission should address this issue here where it is directly relevant.

Considering the likely and massively detrimental risk of cost subsidization and existing D11 customers being allocated costs to serve Google, any contract approval here should be conditioned on Google being placed in its own rate class for large data center loads. The initial rates for this separate class would be the same as those for Rate D11, subject to modification as necessary after these loads begin taking service.

G. The Company's proposal to earn a financial incentive for ZRCs should not be approved.

The Company's proposal to earn a financial incentive on 300 MWs of ZRCs transferred from Google is unreasonable. The ZRCs are not a power purchase agreement, they are self-supply of capacity and amount to DTE extracting monopoly rents from its customers for supplying their own capacity and energy. (Dauphinais 3 Tr 550.) The Company's assertion that it should be entitled to an incentive for the risk of serving the customer is self-serving and unreasonable; the Company is a regulated utility required to provide service to its customers. (Foley 3 Tr 156.) Customers should not be mandated to provide the Company incentives for risks it is DTE's obligation to manage. Further, even if Google voluntarily provides such a financial incentive, it should not be a cost for which DTE's other customers may ultimately be responsible. Instead, such an "incentive" should be treated as additional revenue from Google being provided to cover DTE's costs for serving that specific customer.

Any contract approval should therefore be conditioned on DTE withdrawing its proposal to earn a financial incentive on the ZRC transfer by Google. Alternatively, DTE must agree this arrangement does not set any precedent with respect to whether DTE is entitled to mandate the receipt of such a financial incentive from its customers who self-supply capacity and energy. Notably, DTE has already conceded the substance of this alternative condition, agreeing that "[i]f the Commission approves the accounting treatment, the Company does not intend to rely on such approval as precedent for mandating a financial adder from future customers" and stated that "[a]ny such proposals would be addressed on a case-specific basis." (Foley 3 Tr 156-57.) The Commission need only memorialize that concession as an express condition of any approval.

IV. RELIEF REQUESTED

For the reasons set forth above and in ABATE's testimony, ABATE respectfully requests that the Commission issue an Order rejecting the proposed PSA and CCAA as filed. In the alternative, to the extent the Commission grants approval of the PSA and CCAA, ABATE requests that such approval be expressly conditioned on the following:

- Modification of the Affordability Backstop provision under Section 5.1.3 of the proposed PSA to allow an evaluation and modification of the termination payment based on the facts and circumstances known or knowable at the time of termination. The Affordability Backstop must ensure the costs incurred to serve Google do not exceed the benefits due to the termination, giving full consideration to the reasonably projected forward-looking benefits at that time compared with any sunk costs incurred by DTE to serve Google.

- In the event of a failure by Google to pay any amount due to DTE under the PSA or CCAA, or in the event of a termination, default, or other event whereby DTE is required to draw on the letters of credit or parental guaranties under the PSA or CCAA, if DTE determines that the specified collateral is not sufficient to cover the full amount of the remaining financial exposure associated with the PSA or CCAA (minus the value to customers), any unrecovered costs shall not be borne by ratepayers and DTE shall bear responsibility for any remaining liability.

- DTE shall fully utilize the discretion given to it under Section 2 of the PSA to limit the load ramp and maximum demand of Google as necessary to ensure resource adequacy for DTE's other customers.

- DTE modifying its emergency procedures to subject Google to firm load shedding prior to other customers, provided that such customer load shedding does not: (i) compromise system reliability; and (ii) can prevent shedding firm load of other DTE Electric Customers, until such time all of the resources necessary to serve the Google data center load are in service.

- Modification of the CCAA and the Rider 12 DR Agreement such that: (i) Google is required to continue to transfer 300 MW of ZRCs to DTE beyond May 31, 2033; and (ii) Google's facility is required to continue to be curtailable down to a demand of 650 MW beyond May 31, 2033, to the extent DTE has been unable to bring 550 MW of ZRCs of new capacity online in MISO Zone 7 to replace the ZRCs provided by Google to DTE under the CCAA and Rider 12 DR Agreement.

- Modification of the proposed PSA to place Google into its own customer class, potentially with other large data center loads, but separate and apart from the Rate D11 class, with the initial rates for the class being the same as those for Rate D11.

- DTE withdrawing its proposal to earn a financial incentive on the ZRC transfer by Google to DTE under the CCAA or, in the alternative, DTE agreeing that the Commission's approval of Google's agreement under the CCAA to provide a financial incentive to DTE for the ZRC transfer does not set any precedent with respect to whether DTE is entitled to mandate the receipt of such a financial incentive from its customers on customer self-supplied capacity and energy.

ABATE further requests such other relief as the Commission finds just and reasonable.

Respectfully submitted,

CLARK HILL PLC

By: Stephen A. Campbell

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Date: July 20, 2026

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 20, 2026, he did cause to be served the ***Association of Businesses Advocating Tariff Equity's Initial Brief***, as well as this ***Proof of Service***, in the above docket, via electronic mail, to the persons identified on the attached service list.

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SERVICE LIST
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