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August 3, 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 Reply 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

REPLY 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 Reply 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")) (together, "Agreements") to serve an approximately 1.0 GW Google LLC ("Google" or "Customer") data center. A load of this scale entails commensurate risks to the Company's resource adequacy and to the rates paid by its existing customers. As they currently stand the PSA and CCAA do not adequately protect existing DTE customers from those risks. As such, the Commission should reject approval of the Agreements or condition any approval on the modifications discussed below. These steps are necessary to ensure the Company's resource adequacy and avoid existing customers bearing the cost DTE incurs to serve this Customer.

II. ARGUMENT

A. The Company's burden does not shift to additional parties.

The Company stated that the "preponderance of evidence standard applies in this proceeding" but argued that "once a utility has satisfied its initial burden of proof, another party 'may challenge that evidence and present evidence of unreasonableness,'" but "at that point, the other party has the burden to demonstrate its position is correct.'" (DTE Initial Br at 8-9.) The Commission has clarified multiple times that this is incorrect. Instead, the "preponderance of the evidence standard may be appropriately applied to evidence offered by parties to the case that conflicts with the utility's evidence but should not be construed to mean that if the utility presents evidence, it may then shift the burden of proof to the parties to the case to disprove that evidence." See *In the Matter of the Application of DTE Gas Co*, order of the Public Service Commission, entered November 7, 2024 (Case No. U-21291), pp 8-9.

Nor does the Company's related suggestion that the preponderance standard "effectively bars last-minute criticisms of the Company's evidentiary presentation" have any application here.

(DTE Initial Br at 9.) ABATE's critiques were set out in prefiled direct testimony to which the Company had opportunity to respond. (See e.g., Dauphinais 3 Tr 520-58; Foley 3 Tr 133-64; Burgdorf 3 Tr 394; Willis 3 Tr 426.) In any event, the deficiencies identified below are not competing factual propositions that intervenors bear the burden to prove; they demonstrate the absence of sufficient analyses and Agreement provisions demonstrating approval is reasonable or prudent. The intervenors do not need to prove the Company's position is incorrect; as the applicant the utility maintains its burden. It has failed to meet it here.

B. The Commission has the authority to conditionally approve contracts.

The Company argued that where "the Commission concludes that a special contract should not be approved as presented, its remedy is to decline approval — not to rewrite the contract or order it modified or rescinded." (DTE Initial Br at 6.) The Commission's decision to issue a conditional approval is well established. Mich Admin Code, R 460.2031, regarding "filing special contracts," states the following:

> (1) When a utility enters into a special contract to provide service in a manner or at a rate not specifically covered by its filed rate schedules or rules and regulations, the utility shall file an application for approval of the special contract with the commission.
>
> (2) If the commission specifies any modifications to the proposed special contract with its approval order, then within 30 days, the utility shall file a copy of the executed special contract, modified as required by the commission's order.

Indeed, the Company itself asserted that the Commission's December 18, 2025 Order in Case No. U-21990 "provides applicable Commission precedent and an analytical framework for approving the Special Contracts" and there "the Commission conditionally approved DTE Electric's primary supply agreement and energy storage agreement to serve a different large load customer, resting its approval on a set of now-familiar elements . . ." (*Id.* at 7.) The Company explicitly acknowledged those elements included the following:

(i) a customer's contribution to fixed system costs through Rate D11 and the PSCR surcharge, ***producing a benefit to other customers***;

(ii) enhanced terms of service beyond standard Rate D11 — including an extended contract term, 80% minimum billing demand, termination payment, and credit and collateral requirements — ***that mitigate the risk of stranded costs and cost subsidization***;

(iii) the condition that a customer's obligations "will at least cover the costs to serve the Customer (including generation, transmission, distribution, or other costs)" ***so that those costs "are not covered by other customers"***; and

(iv) the requirement that DTE Electric bear all risk associated with the sufficiency of collateral, such ***that "any unrecovered costs shall not be borne by ratepayers***." [(*Id*. (emphasis added).]

This is effectively the alternative recommendation put forth by ABATE here, that the Commission condition any Agreement approval on modifications consistent with these requirements.

C. The Company's net benefit analysis is lacking.

The Company objected to critiques of its net benefit analysis, arguing that even as adjusted by intervenors its analysis still demonstrates a customer benefit. As these claims miss the point, which is that DTE's analysis is unreasonably deficient, the Commission should not approve the Agreements without the conditions described below and as set out in ABATE's Initial Brief.

The Company argued that even under ABATE's analysis, "on a net present value basis with a discount rate of 7.05%, DTE's net benefit value drops from approximately \$1.7 billion to approximately \$1.0 billion," which demonstrates "the Special Contracts deliver approximately \$1 billion in net benefit to the Company's other customers." (DTE Initial Br at 41, 114-15.) This does not confirm the benefit of these Agreements, it demonstrates the unknowns the Company failed to analyze as part of its recommendation. As explained in ABATE's Initial Brief, net benefit analysis results are a function of the underlying assumptions used therein and DTE conducted no sensitivity analysis to test how its results could vary depending on how those assumptions were adjusted.

(ABATE Initial Br at 3-7.) ABATE's analysis does not establish a $1 billion in net benefit to the Company's other customers, it demonstrates that DTE failed to provide reasonable comparative analyses of likely future scenarios against which to consider its proposal.

The Company's assertion regarding customer benefits also overlooks the fact that DTE's own analysis produces four years in which the costs of serving the Customer exceed the benefits. The Company acknowledges those "interim-cost years," although it claims an annual no-cost-shift test "would be both unworkable and inconsistent with how the Commission approved the analogous special contracts in U-21990." (DTE Initial Br at 41.) The existence of interim-cost years within the Company's own base case shows precisely why the aggregate framing DTE relied on cannot substitute for analyzing circumstances in which the load does not materialize as planned. The Company's limited net benefit analysis is therefore inadequate and does not alone sufficiently support approving the Agreements.

The Company also asserted intervenor claims "that the $1.7 billion figure is overstated because it is presented as a nominal, 20-year arithmetic sum rather than a discounted present value" do "not undermine the reasonableness and prudence of the Special Contracts" because, first, "the nominal presentation is transparent and was never mischaracterized." (DTE Initial Br at 114-15.) Regardless of whether this approach was transparent, it is flawed. As explained in ABATE's Initial Brief, a net present value analysis is more typically used for IRP analyses. (ABATE Initial Br at 3-7.) Indeed, DTE itself took this approach in its Exhibit A-15. Further, the Company also argued that "a nominal presentation is reasonable and appropriate for the customer benefit analysis" because presenting "real, nominal revenue flows on a nominal basis is a reasonable way to show the Commission the magnitude of the dollars that will actually pass to and from customers over the contract term." (DTE Initial Br at 114-15.) As explained by MEICEO, this is not a reasonable or appropriate approach, it "makes the estimated (and uncertain) benefit appear much greater than it is when expressed in today's dollars." (See MEICEO Initial Br at 18-19.) Again, the limited assumptions used in the Company's analysis demonstrate it is narrow and lacking.

The Company also argued that ABATE's own "zero-growth assumption is unreasonable on its face" because "[a]ssuming that capacity and energy prices remain frozen at a single year's level for two full decades is contrary to ordinary price behavior, and ABATE witness Dauphinais offered no reasoned basis for it." (DTE Initial Br at 123-24.) As explained in ABATE's Initial Brief, a 0% growth assumption is no less reasonable than DTE's 3% assumption. (ABATE Initial Br at 5-6.) The Company admitted that "MISO PRA clearing prices for capacity have varied across MISO Planning Years and seasons" and "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." (Exhibit AB-3 at 1-5.) Growth rates of 3% and 0% are thus two of the various possible outcomes over future years. That the Company did not analyze any other outcome other than a 3% growth rate makes its request deficient and inadequately supported.

Regarding the inclusion of a CCCT asset to address resource adequacy issues going forward, the Company also argued that "even accepting ABATE witness Dauphinais' sensitivity" there "is no material change to the Company's expectation of customer benefits" because "the post-2047 analysis addresses only the remaining value of the proxy resource after the contract term; it is separate from, and dwarfed by, the net benefit realized during the 20-year term." (DTE Initial Br at 124.) Again, the Company's analysis of the "net benefit realized during the 20-year term" is inadequate. This reality also undercuts DTE's claim that the "swing ABATE witness Dauphinais posits from a $75.01 million benefit to a $129.55 million cost is immaterial against the in-term net affordability benefit, which remains approximately $1.0 billion even on ABATE witness Dauphinais' own present-value basis [] and approximately $1.7 billion in Exhibit A-19." (DTE Initial Br at 124-25.) That "net affordability benefit" is not adequately supported and is unreasonably relied on by DTE as its own forecast. The Company should have analyzed likely and realistic comparative scenarios. Without those analyses the basis for approval in this case is deficient. Again, this is demonstrated by the Company's CCCT analysis. Here the Company acknowledged that the proxy resource would be only 74% paid off by the end of the contract term on a net-present-value basis, although it asserted the resource would continue providing "value to customers beyond 2047 with an estimated $647 million in market value offsetting its approximately $1.0 billion remaining revenue requirement." (DTE Initial Br at 124-25.) On the Company's own figures, then, several hundred million dollars of the proxy resource's revenue requirement remains unrecovered at the expiration of the PSA and unmatched by any offsetting market value. Again, these costs would fall to DTE's other customers, not to Google. In other words, as explained in ABATE's Initial Brief, without Google's load and revenue materializing these significant remaining costs to DTE's existing customers will have no revenue offset. (ABATE Initial Br at 4-5.) 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. (*Id.*) The Company's gesture towards continued "value to customers beyond 2047" demonstrates the vagaries in DTE's proposal. (DTE Initial Br at 125.) When combined with the Company's limited net benefit analysis the reality of these remaining costs shows significant risk to the Company's additional customers.

The Company's net benefit analysis is therefore inadequate and does not demonstrate the Agreements are reasonable or prudent. As such the Commission should reject the same or condition approval on the modifications described below and set out in ABATE's Initial Brief.

D. The proposed affordability backstop must be modifiable to account for all outstanding costs.

While the Company asserted that "whatever the ultimate magnitude of the realized benefit, the Affordability Backstop guarantees that any Commission-determined shortfall is borne by the Customer, not by other customers," the Affordability Backstop cannot bear the weight the Company places on it, for two reasons DTE itself concedes. (See DTE Initial Br at 114, 131.) First, the Company argued 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.'" (DTE Initial Br at 29.) This is its flaw; it exposes additional customers to liability by not extending beyond the termination of the PSA and cannot be modified if the aggregate costs of serving Google are found to exceed the aggregate benefits of the termination payment. (ABATE Initial Br at 7-8.) Because the Company has made the Affordability Backstop carry the weight of its entire showing, the limitations of that mechanism are not incidental to DTE's case. They are dispositive of it. As such it must be modifiable to account for any additional costs.

Second, the Company also argued that the termination payment "is a function of the tariffs and rates that the Customer is subject to, which are determined in a rate case by Commission approval," meaning that "[b]ecause rates or tariffs may change and the Commission maintains oversight over these activities, it therefore maintains oversight over the rates that underpin the termination payment." (DTE Initial Br at 30.) This convoluted approach to adjusting the termination payment by adjusting underlying rates is neither reasonable nor necessary. The Commission should simply require the termination payment be modifiable to account for any costs outstanding at the time of termination. This is reasonable, straightforward, and consistent with the Commission's Order in Case No. U-21990.

E. Collateral must be sufficient to cover DTE's costs.

While the Company has asserted its commitment to "not seek to recover amounts owed by Google under the PSA and CCAA, including any costs the Commission may have determined exceeded the benefits of serving the Customer," this commitment must be formalized as a condition of PSA and CCAA approval. (DTE Initial Br at 34; ABATE Initial Br at 8-9.) The Company's non-binding commitment is appreciated, but it is simply not enough considering the costs at issue. The Company's reservation at the Application stage 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" has never been withdrawn. (Exhibit AB-1 at 26.)

A testimonial statement does not retract a reservation of rights; only a condition in the Commission's order will. The value of the Company's assurances is further illustrated by its response to Staff. DTE does not oppose reviewing the collateral amount and termination payment within three years of the Load Ramp Completion Date, but insists that "any such review cannot extend to a future reformation of the negotiated terms of the Special Contracts in this proceeding." (DTE Initial Br at 30.) A commitment the Company reserves the right to revisit, coupled with a review the Company insists can change nothing, is not a protection. The Commission should therefore condition any approval on collateral ensuring that any unrecovered costs shall not be borne by ratepayers, consistent with its Order in Case No. U-21990.

F. The Agreements must ensure resource adequacy.

The Company noted that "Section 2 of the PSA already vests the Company with the discretion to adjust the Customer's load ramp or maximum load when needed to protect its system and its other customers, and the Company will exercise that discretion reasonably in light of the circumstances then present." (DTE Initial Br at 49-50.) The Company's discretion to do so is the concern; there is no requirement for the Company to take necessary measures to adjust the Customer's load ramp. (ABATE Initial Br at 9-11.) As explained in ABATE's Initial Brief it is imperative the Commission ensure DTE will do so. The Company's further objection that ABATE's condition is "unclear" because it "provides no detail" is therefore readily addressed. (DTE Initial Br at 49.) The Company does not need to curtail the Customer in every instance and the condition need not be open-ended. The Commission can direct that DTE shall exercise its Section 2 right to limit the Customer's load ramp or maximum load whenever, on a forward-looking basis, DTE cannot satisfy its planning reserve margin requirement in MISO Zone 7 without doing so. Thus, the Company's discretion should be an obligation triggered by the very circumstance that places other customers at risk, without displacing the Company's judgment as to how any limitation is implemented. The Company's reliance on its amended Emergency Electric Procedures cannot fill this gap. While the Company stated that the Customer "will be subject to the amended Emergency Electric Procedures in the Company's Rate Book, which will require firm load shedding prior to other customers" this is only relevant "once approved by the Commission." (DTE Initial Br at 50.) Those revisions are pending in Case No. U-22059, have not been approved, and ABATE has opposed their generic extension to all new loads of 100 MW or larger. An unapproved tariff revision in another docket cannot substitute for a condition in this one.

The Company also objected to intervenor recommendations to condition approval on the ZRC transfer under the CCAA and the Rider 12 DR Agreement being extended beyond their negotiated May 31, 2033 end dates, claiming those recommendations are based "on an assumption that (1) the resources will be available beyond May 31, 2033, and (2) the Customer is willing to provide these resources beyond May 31, 2033." (DTE Initial Br at 71-72, 96-97.) The Company argued that "neither of these threshold assumptions has been assessed or verified" and while the "projected need for capacity in 2033 following the sunset of the ZRC and Rider 12 DR commitments is undoubtedly a resource adequacy question" the "Company will address in its 2026 IRP." (*Id.*) First, intervenors are not asking the Commission to rewrite the Agreements, they are explaining that any approval must be conditional as discussed above.

Further, the Company cannot rely on the Rider 12 DR Agreement and the Line Extension Agreement as evidence that the Agreements are reasonable, prudent, and will not increase the cost of service to other customers, while simultaneously arguing that neither is before the Commission for approval when intervenors seek conditions addressed to them. (DTE Initial Br at 94-97.) Commitments offered as a reason to approve the Special Contracts are properly subject to conditions ensuring that they deliver what is claimed. Second, if the customer is not able or willing to continue providing these ZRCs then this will result in an unreasonable capacity shortfall. (See ABATE Initial Br at 10.) As the Company acknowledged, the "underlying concern that the projected need for capacity in 2033 following the sunset of the ZRC and Rider 12 DR commitments is undoubtedly a resource adequacy question." (DTE Initial Br at 72.) Pushing consideration of this issue off to another proceeding after creating that concern here is not reasonable and reasonable protections to ensure resource adequacy should be confirmed in this proceeding.

The Commission must ensure the proper protections are in place. Any approval of the Agreements should be conditioned on the additional provisions set out in ABATE's Initial Brief.

G. The Commission should require Google be placed in a separate rate class for large data center loads.

The Company argued that "rate-class design is a rate-case question, not a special-contract question." (DTE Initial Br at 93-95.) The contract to provide service to the customer which should be placed in the new rate class is at issue here, meaning this issue is appropriately addressed in this case. This is not a cost of service or cost allocation issue, it is a tariff revision issue which can and should be addressed here, where the contract and service necessitating that revision is at issue. The Commission's December 18 Order in Case No. U-21990 does not hold otherwise. While DTE quotes that Order as stating that "should it be shown in a future rate case that any particular rate class does not benefit from a reduction to the cost of service, it is the rate case that is the proper forum for ratemaking," that addresses whether a class benefits from a change in the cost of service, which is a ratemaking question. (DTE Initial Br at 93.) The class in which a special contract customer is placed is a term of the very contract DTE asks the Commission to approve in this proceeding.

The Company's assertion that establishing a new rate class "is unnecessary to protect other customers" is also incorrect. (*Id*.) As explained in ABATE's Initial Brief, 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. (ABATE Initial Br at 11-12; 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*.)

The Company's own filings confirm that this concern is real rather than speculative. DTE states that the six cost-of-service and rate-design studies now before the Commission in Case No. U-22046 include a study directly assigning costs to individual large-load customers and a study evaluating a new large-load customer rate class. (DTE Initial Br at 93.) Of course, these studies are not themselves a protection, and deferral is not costless. As stated by DTE, under the PSA, the Customer must request a rate schedule change 24 months in advance, may not do so until 24 months after its Load Ramp Completion Date, and may move only to a rate schedule approved by the Commission after the PSA became effective. (DTE Initial Br at 17.) If Case No. U-22046 establishes a large-load rate class, migration of this Customer into it would therefore be neither automatic nor within the Commission's unilateral control; it would depend on the Customer electing to request it. Establishing the class now avoids that problem altogether.

Placing the Customer at issue here on Rate D11 therefore risks existing customers subsidizing the cost to serve Google. The Company identifies no countervailing cost against that risk. While the Company dismissed ABATE's concern by stating that ABATE's proposal "changes nothing about the rates the Customer pays at the outset," that is the point. (DTE Initial Br at 94.) Placing the Customer in its own rate class imposes no rate consequence on the Customer, on the Company, or on any other class; its entire effect is to foreclose an intra-class subsidy that would otherwise arise if data-center-specific costs are later allocated to Rate D11. A condition that costs nothing and guards against a risk the Company is itself studying should be imposed. As such, any contract approval here should be conditioned on Google being placed in its own rate class for large data center loads.

H. The Company should not earn a financial incentive for ZRCs.

The Company argued that requiring it "to accept the downside risk of serving the Customer while denying it a modest negotiated benefit works to establish an unfair and inequitable sharing of risks and benefits." (DTE Initial Br at 68.) As explained in ABATE's Initial Brief, the Company is a regulated utility required to provide service to its customers. (ABATE Initial Br at 12-13.) DTE is permitted to earn a reasonable return on its investments for serving those customers; it is not entitled to additional incentive payments beyond that fundamental regulatory compact. Further, the Company is adamant regarding the benefits of serving this Customer across its Initial Brief; there is no reason why it should also extract a monopoly rent for a customer supplying its own capacity and energy. Lastly, while the Company argued that "Staff and intervenors' concern that ratepayers are somehow disadvantaged is unfounded," customers are harmed by a practice under which they are required to provide the Company an incentive for bearing risks it is already DTE's obligation to manage, and for which it is already compensated through its authorized return. (DTE Initial Br at 68.)

Any contract approval should therefore be conditioned on DTE withdrawing its proposal to earn a financial incentive on the ZRC transfer by Google. Alternatively, the Commission should memorialize DTE's agreement that this arrangement does not set any precedent with respect to DTE mandating receipt of such a financial incentive from customers who self-supply capacity and energy. Indeed, that alternative is no longer contested. The Company states that it "does not object to ABATE's alternative recommendation," and asks the Commission to approve the requested accounting treatment "subject to ABATE's non-precedent condition the Company has accepted." (DTE Initial Br at 72-73.) The Commission need only memorialize that concession as an express condition of any approval.

III. RELIEF REQUESTED

For the reasons set forth above and in ABATE's testimony and Initial Brief, 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, as set out above and in ABATE's Initial Brief:

- 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 exercise 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, and shall do so whenever, on a forward-looking basis, DTE cannot satisfy its planning reserve margin requirement in MISO Zone 7 without such a limitation.

- 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.

Respectfully submitted,

CLARK HILL PLC

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Date: August 3, 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 August 3, 2026, he did cause to be served the ***Association of Businesses Advocating Tariff Equity's Reply 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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