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September 18, 2026

VIA ELECTRONIC CASE FILING

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

Re: Case No. U-22061 – In the matter of the Application of DTE ELECTRIC COMPANY for approval of amendments to Rate D11 and related relief.

Dear Executive Secretary:

Enclosed for filing please find the **Association of Businesses Advocating Tariff Equity's Official Exhibits (AB-1 to AB-4)** 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: 2026.09.18 16:08:17 -04'00'

SAC/ld

cc: Parties of Record

MPSC Case No: U-22061

Requester: AG

Question No.: AGDE-1.5h

Respondent: A. Willis

Page: 1 of 1

Question: 5. Referring to the Company's Application and supporting testimony and exhibits, please provide all empirical analyses, studies, and other documents supporting the following proposed tariff provisions:

h. Any expected treatment for requested reductions in customer contract capacity;

Answer: The Company has not proposed to allow reductions in contract capacity under the proposed large load tariff provisions.

Attachment: *None*

MPSC Case No: U-22061

Requester: AG

Question No.: AGDE-1.12

Respondent: A. Willis

Page: 1 of 1

Question: 12. Identify any estimates or projections for incremental generation investment costs the Company expects to incur to serve Large Load Customer load, either/both on a hypothetical individual customer basis, based on a certain MW incremental customer load (e.g., for each 50 MW of incremental load), or as to any aggregate incremental load. Further produce the Company's analyses and calculations on which it based any such estimates or projections and explain the inputs and assumptions behind any such analyses and calculations.

Answer: The Company objects to the question on the basis that the request to "identify any estimates or projections for incremental generation investment costs the Company expects to incur to serve Large Load Customer load" is not relevant to the Large Load Provision tariff changes presented in the Company's Application and is beyond the scope of the current proceeding. Subject to and without waiving the foregoing objection, the Company states that it has not prepared estimates or projections of hypothetical future resource requirements from as yet unknown customers taking service on yet to be determined contractual terms. Individual large load customers will be offered service consistent with the large load provisions proposed to be included in D11, and the Company will plan future generation resources to reliably serve the system.

Attachment: *None*

MPSC Case No: U-22061

Requester: AG

Question No.: AGDE-1.13

Respondent: A. Willis

Page: 1 of 1

Question: 13. Identify any estimates or projections for transmission upgrade costs associated with generation resource development the Company expects to incur to serve Large Load Customer load, either/both on a hypothetical individual customer basis, based on a certain MW incremental customer load (e.g., for each 50 MW of incremental load), or as to any aggregate incremental load. Further produce the Company's analyses and calculations on which it based any such estimates or projections and explain the inputs and assumptions behind any such analyses and calculations.

Answer: The Company objects to the question on the basis that the request to "identify any estimates or projections for transmission upgrade costs associated with generation resource development the Company expects to incur to serve Large Load Customer load" is not relevant to the Large Load Provision tariff changes presented in the Company's Application and is beyond the scope of the present proceeding. Subject to and without waiving the foregoing objection, the Company states that it has not prepared estimates or projections of hypothetical future transmission requirements or costs from as yet unknown customers taking service on yet to be determined contractual terms utilizing resources that have not yet been identified. Individual large load customers will be offered service consistent with the large load provisions proposed to be included in D11.

Attachment: *None*

MPSC Case No: U-22061

Requester: AG

Question No.: AGDE-1.14a

Respondent: A. Willis

Page: 1 of 1

Question: 14. Please produce estimates for all customer facility-interconnection costs (or range of such costs) the Company expects to incur to serve Large Load Customers, either/both on a hypothetical individual customer basis, based on a certain MW incremental customer load (e.g., for each 50 MW of incremental load), or as to any aggregate incremental load, including:

- a. All distribution interconnection costs, such as the costs of additional transformer substations to serve the customer;

Answer: The Company objects to the question on the basis that the request to “produce estimates for all customer facility-interconnection costs (or range of such costs) the Company expects to incur to serve Large Load Customers” is not relevant to the Large Load Provision tariff changes presented in the Company’s Application and is beyond the scope of the present proceeding. Subject to and without waiving the foregoing objection, the Company states that it has not prepared estimates of hypothetical future facility interconnection requirements or costs from as yet unknown customers taking service on yet to be determined contractual terms. Individual large load customers will be offered service consistent with the large load provisions proposed to be included in D11.

Attachment: *None*

MPSC Case No: U-22061

Requester: AG

Question No.: AGDE-1.14b

Respondent: A. Willis

Page: 1 of 1

Question: 14. Please produce estimates for all customer facility-interconnection costs (or range of such costs) the Company expects to incur to serve Large Load Customers, either/both on a hypothetical individual customer basis, based on a certain MW incremental customer load (e.g., for each 50 MW of incremental load), or as to any aggregate incremental load, including:

- b. The cost of transmission investments necessary to interconnect such a customer;

Answer: See AGDE-1.13 and AGDE 1.14a

Attachment: *None*

MPSC Case No: U-22061

Requester: AG

Question No.: AGDE-1.14c

Respondent: A. Willis

Page: 1 of 1

Question: 14. Please produce estimates for all customer facility-interconnection costs (or range of such costs) the Company expects to incur to serve Large Load Customers, either/both on a hypothetical individual customer basis, based on a certain MW incremental customer load (e.g., for each 50 MW of incremental load), or as to any aggregate incremental load, including:

- c. Any other categories of costs not captured within Sub-Questions No. 14.a-b above.

Answer: See AGDE-1.13 and AGDE 1.14a

Attachment: *None*

MPSC Case No: U-22061

Requester: AG

Question No.: AGDE-1.14d

Respondent: A. Willis

Page: 1 of 1

Question: 14. Please produce estimates for all customer facility-interconnection costs (or range of such costs) the Company expects to incur to serve Large Load Customers, either/both on a hypothetical individual customer basis, based on a certain MW incremental customer load (e.g., for each 50 MW of incremental load), or as to any aggregate incremental load, including:

d. Produce any analysis and calculations supporting your responses to the preceding Sub-Questions No. 14.a-c, along with all inputs and assumptions.

Answer: See AGDE-1.13 and AGDE-1.14a

Attachment: *None*

MPSC Case No: U-22061

Requester: AG

Question No.: AGDE-1.15a

Respondent: A. Willis

Page: 1 of 1

Question: 15. For any other categories of distribution costs not otherwise captured in response to the preceding questions that the Company expects to incur to serve Large Load Customers:

a. Please describe and identify the range of any other distribution costs not otherwise captured in response to the preceding questions that the Company expects to incur to serve Large Load Customers.

Answer: The Company objects to the question on the basis that the request for “any other categories of distribution costs . . . that the Company expects to incur to serve Large Load Customers” is not relevant to the Large Load Provision tariff changes presented in the Company’s Application and is beyond the scope of the present proceeding. Subject to and without waiving the foregoing objection, the Company states that it has not prepared estimates of hypothetical future distribution requirements or costs from as yet unknown customers taking service on yet to be determined contractual terms. Individual large load customers will be offered service consistent with the large load provisions proposed to be included in D11.

Attachment: *None*

MPSC Case No: U-22061

Requester: AG

Question No.: AGDE-1.15b

Respondent: A. Willis

Page: 1 of 1

Question: 15. For any other categories of distribution costs not otherwise captured in response to the preceding questions that the Company expects to incur to serve Large Load Customers:

b. Please further produce any analysis and calculations supporting your responses to the preceding Sub-Question No. 15.a, along with all inputs and assumptions.

Answer: See AGDE-1.15a

Attachment: *None*

MPSC Case No: U-22061

Requester: AG

Question No.: AGDE-1.16

Respondent: A. Willis

Page: 1 of 1

Question: 16. Has the Company modelled the impact of any projected increase from Large Load Customers on its PA 235 compliance requirements and associated costs? If so, provide all such modelling, along with all analyses and calculations used in that modelling along with all inputs and assumptions. To the extent any such modelling was performed or produced as part of prior MPSC cases, please indicate at which material in such cases such modelling was performed or produced (e.g. by identifying exhibits, discovery responses, testimony, etc.).

Answer: The Company objects to the question on the basis that it is not relevant to the Large Load Provision tariff changes presented in the Company's Application and is beyond the scope of the present proceeding. Subject to and without waiving the foregoing objection, the Company states that it has not completed any generic modeling of hypothetical future large load customers, which may have VGP contracts or other agreements which influence "compliance requirements and associated costs".

Attachment: *None*

MPSC Case No: U-22061

Requester: AG

Question No.: AGDE-1.23a

Respondent: Legal

Page: 1 of 1

Question: 23. Please provide a list of all requests to serve new Large Load Customers in DTE's service territory the Company has received over the last 12 months, including for each customer:

a. Location of the proposed customer's operations in DTE's service territory;

Answer: The Company objects to the question on the basis that it requests confidential and highly commercially sensitive prospective customer information which is not relevant to and exceeds the scope of this proceeding. The Company's filing in this proceeding is responsive to the December 2025 Commission order in Case No. U-21990 requiring the Company to propose "a generally applicable large load customer tariff". The basis for this filing is invariant to specific customer contracts or any ongoing discussions with prospective large load customers that may be occurring. Any future contracts will adhere to the approved terms of this proceeding to the extent they are applicable.

Attachment: *None*

MPSC Case No: U-22061

Requester: NRDCSC

Question No.: NRDCSCDE-1.2

Respondent: Legal

Page: 1 of 1

Question: 2. Please refer to the Direct Testimony of Aaron Willis, p. 5 lines 21-23. Identify the total number of pending requests for electric service from large load customers at levels of 100 MW or greater.

Answer: DTE Electric objects to this request on the grounds that it seeks information that is not relevant to the issues presented in this proceeding. The cited testimony solely pertains to the Company's request for an expedited procedural schedule, which was not adopted by the Commission. The parties ultimately stipulated to the schedule adopted by the Administrative Law Judge in this case. Moreover, the number of prospective large load customers or pending service requests does not bear on the reasonableness and prudence of the Large Load Provision proposed for approval in this case. The Company further objects to the extent the request seeks commercially sensitive information concerning prospective customers and service requests.

Attachment: *None*

MPSC Case No: U-22061

Requester: NRDCSC

Question No.: NRDCSCDE-1.12

Respondent: A. Willis

Page: 1 of 1

Question: 12. Please explain whether customers taking service under the Large Load Provision and Rate D11 will be able to reduce their Contracted Capacity during their contract term.

Answer: No, customers on the large load provision cannot reduce their contract capacity during the contract term.

Attachment: *None*

MPSC Case No: U-22061

Requester: Staff

Question No.: STDE-2.3

Respondent: A. Willis

Page: 1 of 1

Question: 3. Concerning contract capacity, will any reductions to contract capacity be allowed under the Company's proposed Large Load Provision tariff? If so, how much?

Answer: No. The Company does not intend to allow reductions to contract capacity.

Attachment: *None*

LLAP

Large Loads Action Plan

Large Loads Action Plan Q2 2026 Update

Past, Current, and Future Actions to Address an Emerging Risk
July 2026



*Watch the Video on
NERC's Large Loads Action Plan*

Second Quarter Actions

Level 3 Essential Action Alert Issued

On May 4, NERC released a [Level 3 Essential Action Alert, Computational Load Modeling, Studies, Instrumentation, Commissioning, Operations, Protection, and Control](#), which outlined seven actions registered entities must implement to address immediate risks posed by computational loads interfacing with the BPS. The Level 3 alert was issued as NERC observed customer-initiated large load reductions and significant oscillations that occur in seconds, leaving little or no room for real-time responses and posing a threat to BPS reliability. The deadline for registered entities to submit their responses is **August 3, 2026**.

An informational [webinar](#) is scheduled on July 8 to share frequently asked questions and answer inquiries.

Reliability Guideline Published

On May 1, NERC published a [Reliability Guideline: Risk Mitigation for Emerging Large Loads](#), recommending actions for traditional utilities and grid operators, and the companies behind these emerging large loads including equipment manufacturers. The goal is to ensure that as more industrial-scale consumers connect to the grid, they actively participate in practices that protect grid stability. These steps highlight that proactive planning and participation can enable even more of these facilities to come online reliably and quickly. Although non-binding, NERC strongly urges all relevant entities to adopt the recommended risk mitigation strategies outlined in the Reliability Guideline.

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Registration Criteria for Computational Loads

NERC will define which entities, based on specific physical and electrical criteria, would be required to register with NERC and comply with its Reliability Standards to address risks associated with large computational loads. To achieve this, NERC is revising its Rules of Procedure, Appendix 5B Statement of Compliance Registry Criteria, to account for Computational Load Entities. An initial draft was posted for a stakeholder 45-day comment period on April 1, 2026, on the [Proposed Changes to Rules of Procedure](#) web page. The initial [comments on the proposed revisions](#) included meaningful insights that NERC will review and incorporate into the next comment period, anticipated in August 2026.

An informational [webinar](#) is scheduled on July 13 to provide updates on the progress of this development effort and share information about the registration process for entities that may fall under these new criteria.

Reliability Standards

NERC will revise and adopt new Reliability Standards to define computational loads and establish measurable requirements for newly registered entities. NERC posted a Standard Authorization Request (SAR) for comment in April that included new definitions for use in standards for computational loads and a foundational standard. Initial comments were reviewed, and the Standards Committee approved a final SAR and authorized the drafting of a Reliability Standard in May. The proposed Reliability Standards will be issued in August for a 45-day comment period, with an additional comment period to follow in the fourth quarter. The Reliability Standard is targeted for final Board approval and adoption in December.

Actions Taken by NERC to Address Large Loads on the Grid

Q2 2026

- Posted a draft [registry criteria](#) for comments (April)
- Posted a [Standards Authorization Request](#) for comments (April)
- Published a [Reliability Guideline: Risk Mitigation for Large Loads](#) (May)
- Issued a [Level 3 Alert for Essential Actions](#) (May)
- Initiated a standards drafting (May)

Q1 2026

- Published [Incident Review: Voltage-Sensitive Crypto Load Reductions](#) (January)
- Hosted Emerging Large Loads [Technical Conference](#) (February)
- Published [Assessment of Gaps in Existing Practices, Requirements, and Reliability Standards for Emerging Large Loads](#) (March)
- Published [Aggregated Report on NERC Level 2 Alert](#) (March)
- Appointed Standards Drafting Team (March)
- Hosted a webinar on the Large Load Action Plan (March)
- Submitted a supplemental [letter](#) to FERC detailing an accelerated action plan (March)

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2025

- Published an Incident Review: Considering Simultaneous Voltage-Sensitive Load Reductions (January)
- Hosted two workshops on mitigating risks from emerging large loads (June/July)
- Published Characteristics and Risks of Emerging Loads (July)
- Hosted a Large Loads panel at NERC's Technical Session (August)
- Published a Level 2 NERC Alert urging industry participants to take specific actions. (September)
- Hosted a Load Modeling Workshop (October)
- Published a draft Reliability Guideline for comments (November)
- Submitted comments to the Federal Energy Regulatory Commission's Advance Notice of Proposed Rulemaking (ANOPR) addressing the reliable interconnection of large loads (November).

Upcoming Engagement Opportunities

Large Loads Working Group

The Large Loads Working Group (LLWG) focuses on understanding the reliability impacts associated with emerging large loads. This includes identifying gaps in existing processes and recommending enhancements to planning and operations. The group will meet on July 16 and October 1. To join the LLWG, please contact [Evan Mickelson](#).

Load Modeling Working Group

The Load Modeling Working Group (LMWG) actively engages stakeholders through technical presentations and discussions focused on modeling loads. The next LMWG meeting is scheduled for July 14 and the agenda includes approval for the Data Center Load Modeling Technical Reference, and the endorsement of the PERC2 model specification. Additionally, a two-day workshop is scheduled for September 15–16. To join the working group, please fill this form.

Background: Addressing Large Loads on the Grid

An increasing number of large commercial and industrial loads are rapidly connecting to the BPS. Computational loads, such as data centers (including cryptocurrency and artificial intelligence), present unique challenges in forecasting and planning for increased demand. To begin understanding large loads and identifying effective pathways for their integration, NERC established the Large Loads Task Force in August 2024, now the Large Loads Working Group (LLWG), and developed a work plan. Through extensive analysis, report development, and engagement conducted to date, NERC has determined that it must act now to mitigate the risks associated with large computational loads.

Large Loads Action Plan: 2026–2027 Timeline		
Q3 2026	Q4 2026	Q1-4 2027
• Host a webinar on the Level 3 Alert (July 8) • Publish the Data Center Load Modeling Technical Reference (July, <i>subject to RSTC approval</i>) • Responses due: Level 3 Alert (August 3) • Post ROP registry criteria for comments (August) • Post glossary and standard(s) for comments (August) • Organize a Data Center Load Modeling Workshop (September 15-16)	• Post registry criteria, glossary and standard(s) for additional comment period, (October 21, <i>if needed</i>) • Request Board approval of registry criteria, glossary, and standard(s) (December 5) • File registry criteria, glossary, and standard(s) (December 31, <i>subject to Board approval</i>)	• Draft and file additional applicable Reliability Standards, <i>as needed</i>

NERC

Large Loads



Resources

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**AMENDMENT IN THE NATURE OF A SUBSTITUTE
TO H.R. 9340**

OFFERED BY M . _____

Strike all after the enacting clause and insert the following:

1 **SECTION 1. SHORT TITLE.**

2 This Act may be cited as the “Ratepayer Protection
3 Act”.

4 SEC. 2. FEDERAL STANDARD RELATING TO LARGE-LOAD
5 CUSTOMERS.

(a) FEDERAL STANDARD RELATING TO LARGE-LOAD CUSTOMERS.—Section 111(d) of the Public Utility Regulatory Policies Act of 1978 (16 U.S.C. 2621(d)) is amended by adding at the end the following:

10 “(22) STANDARDS FOR LARGE-LOAD CUS-
11 TOMERS.—

“(A) RECOVERY OF FULL, INCREMENTAL
COST OF UPGRADES.—A rate charged, or en-
tered into, by an electric utility for providing
electric service to a large-load customer shall be
designed to recover from the large-load cus-
tomer the full, incremental cost of any genera-
tion, transmission, or distribution upgrade nec-

1 essary to serve the load of such large-load cus-
2 tomer, including in the event of such large-load
3 customer terminating a contract or other agree-
4 ment with the electric utility pertaining to the
5 sale of electric energy, or otherwise ceasing the
6 purchase of electric energy from the electric
7 utility.

8 “(B) FINANCIAL ASSURANCES AND CON-
9 TRIBUTIONS.—Before making any generation,
10 transmission, or distribution upgrade that is
11 necessary to serve the load of a large-load cus-
12 tomer, an electric utility shall require the large-
13 load customer provide to the electric utility fi-
14 nancial assurances or contributions to cover the
15 cost of such upgrade.

16 “(C) LARGE-LOAD CUSTOMER DEFINED.—
17 In this paragraph, the term ‘large-load cus-
18 tomer’ means a non-residential electric con-
19 sumer that, on or after the date of the enact-
20 ment of this paragraph, requests to enter into,
21 or enters into, a contract or other agreement
22 pertaining to the sale of electric energy for one
23 or more facilities that—

24 “(i) require electric energy primarily
25 to operate information technology infra-

1 structure and related systems pertaining to
2 data storage and computational applica-
3 tions and services; and
4 “(ii) have, in the aggregate, a peak
5 electric demand of 100 megawatts or more
6 at a single site or campus.”.

7 (b) CONFORMING AMENDMENTS.—

8 (1) OBLIGATIONS TO CONSIDER AND DETER-
9 MINE.—Section 112 of the Public Utility Regulatory
10 Policies Act of 1978 (16 U.S.C. 2622) is amended—

11 (A) in subsection (b), by adding at the end
12 the following:

13 “(9)(A) Not later than 1 year after the date of
14 enactment of this paragraph, each State regulatory
15 authority (with respect to each electric utility for
16 which the State has ratemaking authority) and each
17 nonregulated electric utility shall commence consid-
18 eration under section 111, or set a hearing date for
19 consideration, with respect to the standard estab-
20 lished by paragraph (22) of section 111(d).

21 “(B) Not later than 2 years after the date of
22 enactment of this paragraph, each State regulatory
23 authority (with respect to each electric utility for
24 which the State has ratemaking authority) and each
25 nonregulated electric utility shall complete the con-

1 sideration and make the determination under section
2 111 with respect to the standard established by
3 paragraph (22) of section 111(d).”;

4 (B) in subsection (c)—

5 (i) by striking “subsection (b)(2)” and
6 inserting “subsection (b)”; and

7 (ii) by inserting “In the case of the
8 standard established by paragraph (22) of
9 section 111(d), the reference contained in
10 this subsection to the date of enactment of
11 this Act shall be deemed to be a reference
12 to the date of enactment of that paragraph
13 (22).” after “paragraph (21).”; and

14 (C) by adding at the end the following:

15 “(i) OTHER PRIOR STATE ACTIONS.—Subsections
16 (b) and (c) shall not apply to the standard established by
17 paragraph (22) of section 111(d) in the case of any elec-
18 tric utility in a State if, before the date of enactment of
19 this subsection—

20 “(1) the State has implemented for the electric
21 utility the standard (or a comparable standard);

22 “(2) the State regulatory authority for the
23 State or the relevant nonregulated electric utility has
24 conducted a proceeding to consider implementation

1 of the standard (or a comparable standard) for the
2 electric utility; or

3 “(3) the State legislature has voted on the im-
4 plementation of the standard (or a comparable
5 standard) for the electric utility.”.

6 (2) PRIOR AND PENDING PROCEEDINGS.—Sec-
7 tion 124 of the Public Utility Regulatory Policies
8 Act of 1978 (16 U.S.C. 2634) is amended by adding
9 at the end the following: “In the case of the stand-
10 ard established by paragraph (22) of section 111(d),
11 the reference contained in this section to the date of
12 enactment of this Act shall be deemed to be a ref-
13 erence to the date of enactment of that paragraph
14 (22).”.



MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.1a

Respondent: A. Willis

Page: 1 of 1

Question: Request 1: Referring to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 11 and Q&A 12 (AW-7 through AW-8) regarding the recommendation of ABATE Witness Dauphinais that the Large Load Provision apply to any large load addition, other than those that are the subject of Case Nos. U-21990 and U-22058, that is not already taking service as of the effective date of the tariff approved in this proceeding, and to DTE's response to GLREA discovery request GLREADE-1.1:

a. Please confirm that nothing in Exhibit A-1 as proposed would apply the Large Load Provision, or any of its protections (minimum 15-year term, minimum billing demand, termination fee, collateral, and Contribution in Aid of Construction limitation), to a power supply agreement executed before the effective date of the tariff approved in this proceeding. If not fully confirmed, please explain why not fully confirmed.

Answer: Confirmed.

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.1b

Respondent: A. Willis

Page: 1 of 1

Question: Request 1: Referring to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 11 and Q&A 12 (AW-7 through AW-8) regarding the recommendation of ABATE Witness Dauphinais that the Large Load Provision apply to any large load addition, other than those that are the subject of Case Nos. U-21990 and U-22058, that is not already taking service as of the effective date of the tariff approved in this proceeding, and to DTE's response to GLREA discovery request GLREADE-1.1:

b. Please confirm that DTE's response to data request GLREADE-1.1 states that approximately 5-6 GW of aggregated capacity of data center proposals are presently in various stages of engagement and development regarding potentially requesting service from DTE Electric. If not fully confirmed, please explain why not fully confirmed.

Answer: Confirmed.

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.1c

Respondent: A. Willis

Page: 1 of 1

Question: Request 1: Referring to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 11 and Q&A 12 (AW-7 through AW-8) regarding the recommendation of ABATE Witness Dauphinais that the Large Load Provision apply to any large load addition, other than those that are the subject of Case Nos. U-21990 and U-22058, that is not already taking service as of the effective date of the tariff approved in this proceeding, and to DTE's response to GLREA discovery request GLREADE-1.1:

c. In light of subpart (b), please state the complete basis for the characterization at Q&A 12 that it is "extraordinarily unlikely" that the Company would provide new service to a load that would otherwise qualify for the Large Load Provision but for timing and that does not have a special contract with the Company.

Answer: The Company had no obligation to pursue special contracts and subsequent approval of those special contracts in what became Case Nos. U-21990 and U-22058. The referenced passage reflects that the Company has chosen to pursue customer-protective terms and Commission approval and intends to do so going forward, whether before or after the Commission issues an order addressing the Company's Application for approval of the Large Load Provision in this case.

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.1d

Respondent: A. Willis

Page: 1 of 1

Question: Request 1: Referring to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 11 and Q&A 12 (AW-7 through AW-8) regarding the recommendation of ABATE Witness Dauphinais that the Large Load Provision apply to any large load addition, other than those that are the subject of Case Nos. U-21990 and U-22058, that is not already taking service as of the effective date of the tariff approved in this proceeding, and to DTE's response to GLREA discovery request GLREADE-1.1:

d. Q&A 12 states the Company "intends to continue requiring customer protections as part of any power supply agreement" with a qualifying customer. Does the Company commit that every such agreement executed before the tariff effective date will contain terms no less protective of other customers than each of the Large Load Provision tariff defaults? If not, please identify each default term the Company would not commit to include.

Answer: As stated in the referenced testimony, the Company intends to continue requiring customer protections and does not foresee a circumstance in which a >100 MW customer is simply served on standard service with no additional protections (see also ABDE 1.1c).

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.1e

Respondent: A. Willis

Page: 1 of 1

Question: Request 1: Referring to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 11 and Q&A 12 (AW-7 through AW-8) regarding the recommendation of ABATE Witness Dauphinais that the Large Load Provision apply to any large load addition, other than those that are the subject of Case Nos. U-21990 and U-22058, that is not already taking service as of the effective date of the tariff approved in this proceeding, and to DTE's response to GLREA discovery request GLREADE-1.1:

e. Q&A 12 states that, for a qualifying load taking new service without a special contract, "the Company assumes the large load provision would apply." Would the Company object to tariff language in Exhibit A-1 codifying that assumption, i.e., providing that the Large Load Provision applies to any qualifying large load addition not already taking service as of the effective date, other than loads that are the subject of Case Nos. U-21990 and U-22058? If yes, please explain fully.

Answer: The Large Load Provision additions to Schedule D11 will become effective for serving any new customer meeting the Availability of Service criteria set forth in the tariff and would apply to all new large customer loads requesting to take service as of their effective date, unless another effective date is ordered by the Commission. Accordingly, the Company does not believe ABATE's proposed tariff language is necessary or appropriate.

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.1f

Respondent: A. Willis

Page: 1 of 1

Question: Request 1: Referring to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 11 and Q&A 12 (AW-7 through AW-8) regarding the recommendation of ABATE Witness Dauphinais that the Large Load Provision apply to any large load addition, other than those that are the subject of Case Nos. U-21990 and U-22058, that is not already taking service as of the effective date of the tariff approved in this proceeding, and to DTE's response to GLREA discovery request GLREADE-1.1:

f. Please state whether any of the approximately 5-6 GW of proposals referenced in subpart (b) is currently the subject of contract negotiations that DTE anticipates could result in an executed power supply agreement before a final order in this proceeding, and whether DTE intends to submit each such agreement to the Commission for review before service commences.

Answer: The Company does not know when this proceeding will resolve. Thus, it is not possible to say what may or may not happen with respect to additional large load customers before that date. The customers comprising the pipeline are at various stages of discussion with the Company. Should any of those discussions result in executed contracts, the Company intends to submit those contracts to the Commission consistent with its currently executed large load contracts and with customer protections.

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.2a

Respondent: A. Willis

Page: 1 of 1

Question: Request 2: Please refer to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 19 and Q&A 20 (AW-12 through AW-15) and to the Collateral and Credit provision of Exhibit A-1 at page 6:

a. Please confirm that nothing in Exhibit A-1 establishes a minimum collateral amount below which the Company may not go, i.e., that under the proposed tariff the Company could, at its sole discretion and without Commission review, determine a required collateral amount less than 50% of the customer's termination fee, or of zero. If not fully confirmed, please explain why not fully confirmed.

Answer: Not confirmed. The Company maintains sole discretion to negotiate contracts. However, as stated at page 36 of Company Witness Willis' rebuttal testimony, the Company is agreeable to making an ex parte filing when establishing new service for customers subject to the large load provision. Such a filing constitutes Commission review.

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.2b

Respondent: A. Willis

Page: 1 of 1

Question: Request 2: Please refer to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 19 and Q&A 20 (AW-12 through AW-15) and to the Collateral and Credit provision of Exhibit A-1 at page 6:

b. Please confirm that nothing in Exhibit A-1 requires Commission review or approval before the Company accepts a parent guarantee as some or all of a customer's collateral. If not fully confirmed, please explain why not fully confirmed.

Answer: The initially proposed A-1 and associated direct does not provide for Commission review of collateral. However, as stated at page 36 of Company Witness Willis' rebuttal testimony the Company is agreeable to making an ex parte filing when establishing new service for customers subject to the large load provision. Thus, the Company is agreeable to Commission review.

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.2ci

Respondent: A. Willis

Page: 1 of 1

Question: Request 2: Please refer to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 19 and Q&A 20 (AW-12 through AW-15) and to the Collateral and Credit provision of Exhibit A-1 at page 6:

c. Please confirm that: i. The Commission's December 18, 2025 order in Case No. U-21990 directed DTE to file an application for approval of a generally applicable large load tariff "that aligns with the findings in the November 6, 2025 order in Case No. U-21859". If not fully confirmed, please explain why not fully confirmed.

Answer: The Company confirms that the Case No. U-21990 Order includes the quoted language.

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.2cii

Respondent: A. Willis

Page: 1 of 1

Question: Request 2: Please refer to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 19 and Q&A 20 (AW-12 through AW-15) and to the Collateral and Credit provision of Exhibit A-1 at page 6:

c. Please confirm that: ii. That in the November 6, 2025 order in Case No. U-21859 the Commission provided for Consumers Energy Company to seek Commission approval to apply higher or lower collateral requirements on a case-by-case basis and limited the default forms of collateral to a standby irrevocable letter of credit and cash. If not fully confirmed, please explain why not fully confirmed.

Answer: Confirmed. The Company highlights that it is agreeable to making an ex parte filing when establishing new service for customers subject to the large load provision. See the rebuttal testimony of Company Witness Willis (Pg 36).

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.2d

Respondent: A. Willis

Page: 1 of 1

Question: Request 2: Please refer to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 19 and Q&A 20 (AW-12 through AW-15) and to the Collateral and Credit provision of Exhibit A-1 at page 6:

d. Please explain how a tariff under which the collateral amount and form (including a parent guarantee) may be set at the Company's sole discretion without Commission review "aligns with the findings" in the November 6, 2025 order in Case No. U-21859 within the meaning of the directive in the December 18, 2025 order in Case No. U-21990.

Answer: As stated at page 36 of Company Witness Willis' rebuttal testimony the Company is agreeable to making an ex parte filing when establishing new service for customers subject to the large load provision. Thus, the Company is agreeable to the same structure of Commission review as approved in Case No. U-21859.

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.2e

Respondent: A. Willis

Page: 1 of 1

Question: Request 2: Please refer to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 19 and Q&A 20 (AW-12 through AW-15) and to the Collateral and Credit provision of Exhibit A-1 at page 6:

e. Q&A 20 states that “[a]pproving Company discretion in determining the amount of the collateral requirement is reasonable.” Please identify each limiting principle, standard, or constraint in Exhibit A-1 that would govern the Company’s exercise of that discretion.

Answer: The Company notes that it is agreeable to an ex parte filing with the Commission for contracts taking service under the large load tariff. The Company, as the contract counterparty, will determine collateral amount based on facts and circumstances known at the time, which may include credit rating or other measures of risk.

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.3a

Respondent: A. Willis

Page: 1 of 1

Question: Request 3: Please refer to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 20 (AW-14) and footnote 4 (AW-26), in which the Company states that its collateral proposal “is more stringent than what was approved in Case No. U-21859”:

a. Please confirm that this statement rests on comparing the Company's proposed 100% default collateral amount to the 50% default amount adopted in the November 6, 2025 order in Case No. U-21859. If not fully confirmed, please explain why not fully confirmed.

Answer: The Company confirms that 100% collateral is a greater amount than 50%, and therefore a more stringent term.

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.3b

Respondent: A. Willis

Page: 1 of 1

Question: Request 3: Please refer to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 20 (AW-14) and footnote 4 (AW-26), in which the Company states that its collateral proposal “is more stringent than what was approved in Case No. U-21859”:

b. Please confirm that this stringency comparison does not account for the fact that, under the Company's proposal, the default may be reduced to any amount at the Company's sole discretion without Commission review, whereas under the November 6, 2025 order in Case No. U-21859 a departure from the 50% default requires Commission approval. If not fully confirmed, please explain why not fully confirmed.

Answer: As stated at page 36 of Company Witness Willis' rebuttal testimony, the Company is agreeable to making an ex parte filing when establishing new service for customers subject to the large load provision. Thus, the Company is agreeable to Commission review.

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.3c

Respondent: A. Willis

Page: 1 of 1

Question: Request 3: Please refer to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 20 (AW-14) and footnote 4 (AW-26), in which the Company states that its collateral proposal “is more stringent than what was approved in Case No. U-21859”:

c. With respect to the calculation in footnote 4 (comparing 20 years of minimum billing demand as collateral to 7.5 years under Case No. U-21859), please confirm the calculation assumes the Company does not exercise its proposed discretion to reduce the collateral amount, and provide all workpapers supporting the calculation. If not fully confirmed, please explain why not fully confirmed.

Answer: The referenced footnote assumes 100% collateral, as described in the footnote.

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.3d

Respondent: A. Willis

Page: 1 of 1

Question: Request 3: Please refer to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 20 (AW-14) and footnote 4 (AW-26), in which the Company states that its collateral proposal “is more stringent than what was approved in Case No. U-21859”:

d. Do you agree that the Company’s proposal is more protective of other customers than the framework adopted in Case No. U-21859 only in circumstances where the Company elects not to exercise its sole discretion to reduce the collateral amount or to accept a parent guarantee? If not, please explain fully.

Answer: Both the Company’s proposal and the approved tariff in Case No. U-21859 allow for changes from the default collateral expectations. The default expectation of 100% in this proposal compared to 50% in the Case No. U-21859 order is greater. Moreover, Company Witness Willis explains at page 36 of his rebuttal testimony that the Company is agreeable to making an ex parte filing when establishing new service for customers subject to the large load provision.

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.3e

Respondent: A. Willis

Page: 1 of 1

Question: Request 3: Please refer to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 20 (AW-14) and footnote 4 (AW-26), in which the Company states that its collateral proposal “is more stringent than what was approved in Case No. U-21859”:

e. Would the Company oppose a modification under which: (i) the default collateral amount remains 100% of the termination fee as DTE proposed; (ii) the Company retains discretion to reduce collateral to not less than 50% of the termination fee; and (iii) any collateral amount below 50%, and any proposed use of a parent guarantee, must be disclosed and its reasonableness and prudence demonstrated in the Company's ex parte filing for that customer? If yes, please identify with specificity each burden or harm the modification would impose on the Company.

Answer: The rebuttal testimony of Company Witness Willis (Pg 36) states that the Company is agreeable to making an ex parte filing when establishing new service for customers subject to the large load provision. Thus, the Company has already established that it does not object to Commission review of future loads taking service under the large load provisions.

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.4a

Respondent: A. Willis

Page: 1 of 1

Question: Request 4: Please refer to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 28 and Q&A 29 (AW-22 through AW-23), responding to ABATE Witness Dauphinais' recommendation that the minimum monthly charge ("MMC"), the termination fee, and the collateral requirement be calculated using the full-service Rate D11 demand charges then in effect:

a. Please confirm that Exhibit A-1 does not state that the MMC, the termination fee, and the collateral requirement of a Large Load Provision customer shall be calculated using the full-service Rate D11 demand charges then in effect without regard to any subsequent change in the customer's power supply arrangement. If not fully confirmed, please explain why not fully confirmed.

Answer: The proposed provisions are within Rate Schedule D11, and the applicability of the proposed provisions explicitly state that qualifying customers must take service on Rate Schedule D11. While the proposed provisions do not explicitly state "full service", when read in the context of providing capacity service to the new customer the provisions evidently refer to a full service contract.

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.4b

Respondent: A. Willis

Page: 1 of 1

Question: Request 4: Please refer to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 28 and Q&A 29 (AW-22 through AW-23), responding to ABATE Witness Dauphinais' recommendation that the minimum monthly charge ("MMC"), the termination fee, and the collateral requirement be calculated using the full-service Rate D11 demand charges then in effect:

b. Please confirm that the statement at Q&A 29 that "[a]ny attempt to unilaterally change rates would be considered a termination" does not appear in Exhibit A-1, and identify each provision of Exhibit A-1, Rate Schedule D11, or the Company's Rate Book for Electric Service that the Company contends has that legal effect. If not fully confirmed, please explain why not fully confirmed.

Answer: The proposed Availability of Service provisions within the Large Load Provision states "Customers subject to the LLP are required to take service on Rate Schedule No. D11." A customer not remaining on D11 would effectively constitute a termination of service under the proposed provisions, as D11 is the only rate currently available to serve large load customers. In the future, should another rate be available to large load customers, they would be able to take service on that rate subject to any restrictions defined by the Company or the Commission.

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.4c

Respondent: A. Willis

Page: 1 of 1

Question: Request 4: Please refer to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 28 and Q&A 29 (AW-22 through AW-23), responding to ABATE Witness Dauphinais' recommendation that the minimum monthly charge ("MMC"), the termination fee, and the collateral requirement be calculated using the full-service Rate D11 demand charges then in effect:

c. May a Large Load Provision customer, during its minimum 15-year contract term, elect to take retail open access service subject to the statutory cap, such that it would no longer purchase full-service power supply under Rate D11? If yes, please identify the demand charges that would then form the calculation basis for the customer's MMC, termination fee and collateral. If no, please identify the specific provision prohibiting that election.

Answer: Yes. The applicable demand charges would be the distribution demand charge, which is applicable to both full service and ROA customers.

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.4d

Respondent: A. Willis

Page: 1 of 1

Question: Request 4: Please refer to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 28 and Q&A 29 (AW-22 through AW-23), responding to ABATE Witness Dauphinais' recommendation that the minimum monthly charge ("MMC"), the termination fee, and the collateral requirement be calculated using the full-service Rate D11 demand charges then in effect:

d. May a Large Load Provision customer, during its contract term and with the Company's agreement, enter into a special contract or take service under another rate or rider that changes its power supply arrangement? If yes, please explain the effect, if any, on the calculation basis for the customer's MMC, termination fee and collateral.

Answer: Absent further Commission guidance, the Company would expect to make an ex parte filing should a situation arise as described. The Company cannot speculate on what changes to contract terms, if any, that may or may not yield.

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.4e

Respondent: A. Willis

Page: 1 of 1

Question: Request 4: Please refer to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 28 and Q&A 29 (AW-22 through AW-23), responding to ABATE Witness Dauphinais' recommendation that the minimum monthly charge ("MMC"), the termination fee, and the collateral requirement be calculated using the full-service Rate D11 demand charges then in effect:

e. Given the Company's statement at Q&A 29 that "the intent of the recommendation is well founded," does the Company object to adding language to Exhibit A-1 codifying the Company's own stated interpretation, i.e., that the MMC, termination fee and collateral are calculated on full-service Rate D11 demand charges and that a unilateral change in supply arrangement constitutes a termination? If yes, please explain fully.

Answer: The Company does not object to clarifying Exhibit A-1 to state the intended calculation basis but does not agree in all respects. Any clarification should preserve the treatment of a Commission-authorized change in service arrangement and should not provide that every change is automatically a termination regardless of the applicable tariff, agreement, or Commission authorization. The Company would support language clarifying that the calculation basis remains the otherwise applicable full-service Rate D11 demand charges.

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.5a

Respondent: A. Willis

Page: 1 of 1

Question: Request 5: Please refer to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 48 and Q&A 49 (AW-35 through AW-37), in which the Company does not oppose making a per-customer ex parte filing but rejects ABATE Witness Dauphinais' recommendation that the filing demonstrate that the proposed termination fee and collateral amount are sufficient to recover the remaining unrecovered incremental cost of the production, transmission and distribution investment made to serve the customer:

a. Please confirm that, in each ex parte filing the Company is willing to make, the Company will demonstrate, as stated at Q&A 49, the overall benefits of serving the new customer, that the benefits will exceed the costs caused by serving the new customer, and that such costs will not be paid by other customers. If not fully confirmed, please explain why not fully confirmed.

Answer: Future ex parte filings, should they be ordered, will be made consistent with the Commission order in this case.

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.5b

Respondent: A. Willis

Page: 1 of 1

Question: Request 5: Please refer to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 48 and Q&A 49 (AW-35 through AW-37), in which the Company does not oppose making a per-customer ex parte filing but rejects ABATE Witness Dauphinais' recommendation that the filing demonstrate that the proposed termination fee and collateral amount are sufficient to recover the remaining unrecovered incremental cost of the production, transmission and distribution investment made to serve the customer:

b. Please confirm that, at the time it executes a Large Load Provision contract, the Company will have developed projections of the incremental production, transmission and distribution costs it expects to incur to serve that customer, and identify the categories of such projections the Company expects to possess. If not fully confirmed, please explain why not fully confirmed.

Answer: In general, the Company intends to understand the costs and benefits to serve future large load customers. Future ex parte filings, should they be ordered, will be made consistent with the Commission order in this case.

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.5c

Respondent: A. Willis

Page: 1 of 1

Question: Request 5: Please refer to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 48 and Q&A 49 (AW-35 through AW-37), in which the Company does not oppose making a per-customer ex parte filing but rejects ABATE Witness Dauphinais' recommendation that the filing demonstrate that the proposed termination fee and collateral amount are sufficient to recover the remaining unrecovered incremental cost of the production, transmission and distribution investment made to serve the customer:

c. In light of subparts (a) and (b), please identify with specificity the incremental burden imposed on the Company by also demonstrating in the same filing that the proposed termination fee and collateral amount are sufficient to recover the remaining unrecovered incremental cost of the production, transmission and distribution investment made to serve that customer.

Answer: Future ex parte filings, should they be ordered, will be made consistent with the Commission order in this case. Refer also to the rebuttal of Company Witness Willis which states "As explained above, the determination of the actual sufficiency or insufficiency of collateral, and any resulting assignment of cost responsibility, is most appropriately addressed at the time of a default, should one occur." (Pg 37)

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.5d

Respondent: A. Willis

Page: 1 of 1

Question: Request 5: Please refer to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 48 and Q&A 49 (AW-35 through AW-37), in which the Company does not oppose making a per-customer ex parte filing but rejects ABATE Witness Dauphinais' recommendation that the filing demonstrate that the proposed termination fee and collateral amount are sufficient to recover the remaining unrecovered incremental cost of the production, transmission and distribution investment made to serve the customer:

d. Under the Company's position that "the determination of the actual sufficiency or insufficiency of collateral, and any resulting assignment of cost responsibility, is most appropriately addressed at the time of a default," please identify who bears the economic risk, between contract execution and any such future default determination, that the termination fee and collateral are insufficient to recover the unrecovered incremental cost of serving the customer.

Answer: Refer to ABDE-1.5c.

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.5e

Respondent: A. Willis

Page: 1 of 1

Question: Request 5: Please refer to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 48 and Q&A 49 (AW-35 through AW-37), in which the Company does not oppose making a per-customer ex parte filing but rejects ABATE Witness Dauphinais' recommendation that the filing demonstrate that the proposed termination fee and collateral amount are sufficient to recover the remaining unrecovered incremental cost of the production, transmission and distribution investment made to serve the customer:

e. Please confirm that, under the Company's position, the Company's other customers would bear that interim risk unless and until the Commission, at the time of a default, were to assign the resulting costs to shareholders. If not fully confirmed, please explain why not fully confirmed.

Answer: Refer to ABDE-1.5c.

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.5f

Respondent: A. Willis

Page: 1 of 1

Question: Request 5: Please refer to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 48 and Q&A 49 (AW-35 through AW-37), in which the Company does not oppose making a per-customer ex parte filing but rejects ABATE Witness Dauphinais' recommendation that the filing demonstrate that the proposed termination fee and collateral amount are sufficient to recover the remaining unrecovered incremental cost of the production, transmission and distribution investment made to serve the customer:

f. Would the Company oppose, at minimum, a requirement to identify in each ex parte filing any residual cost exposure that would remain with other customers if the customer terminated or defaulted, without a sufficiency demonstration? If yes, please explain fully.

Answer: Refer to ABDE-1.5c.

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.6a

Respondent: A. Willis

Page: 1 of 1

Question: Request 6: Please refer to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 51 and Q&A 52 (AW-37 through AW-39), in which the Company opposes the annual reporting element recommended by ABATE Witness Dauphinais covering any instance in which DTE agreed to terms less protective of other customers than the Large Load Provision tariff defaults:

a. Please confirm that the ex parte filing the Company is willing to make would occur before the customer begins taking service, and identify how each of the following, if occurring after Commission review of that filing, would be disclosed to the Commission absent the annual reporting element the Company opposes: (i) a subsequent reduction of the required collateral amount as the termination fee declines; (ii) acceptance of a substitute form of collateral, including a parent guarantee; (iii) an amendment to the customer's contract; and (iv) an increase in contract capacity resulting from operation above contract capacity.

Answer: The Company intends to serve large load customers consistent with the terms of the Large Load Provision and D11 rate schedule. The Company believes that the proposed Large Load Provision framework establishes reasonable and appropriate terms and requirements for the Company to offer service and to adjust the terms of service to a large load customer, once operational, and that the annual reporting filing proposed by ABATE is not necessary or appropriate to further inform the Commission's ongoing regulatory oversight of DTE's D11 rates and terms offered to large load customers. As previously stated, the Company will make any required ex parte filing as directed by the Commission. Any future report related to a contract under the large load provisions will be made to include the information and at the cadence directed by the Commission.

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.6bi

Respondent: A. Willis

Page: 1 of 1

Question: Request 6: Please refer to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 51 and Q&A 52 (AW-37 through AW-39), in which the Company opposes the annual reporting element recommended by ABATE Witness Dauphinais covering any instance in which DTE agreed to terms less protective of other customers than the Large Load Provision tariff defaults:

b. With respect to the assertion that the concept of “less protective” terms is “arguably ambiguous,” please identify the ambiguity, given that each relevant default (collateral amount and form, termination fee basis, minimum billing demand percentage, contract term, and Contribution in Aid of Construction limitation) is stated in Exhibit A-1. i. Would the Company's objection be resolved if the reporting element were defined as any term that differs from the corresponding tariff default? If not, please explain fully.

Answer: Refer to the rebuttal of Company Witness Willis (Pg 38) which says, “The proposed requirement to include deviations from the default terms, particularly those which are “less protective” is moot in light of the Company’s willingness to file future large load contracts for Commission approval on an ex parte basis.” The Company will make that filing consistent with an order in this case.

Moreover, one such example of ambiguity is the suggestion that 100% collateral is not self-evidently more protective than 50% collateral (see NRDCSCDE-2.6).

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.6c

Respondent: A. Willis

Page: 1 of 1

Question: Request 6: Please refer to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 51 and Q&A 52 (AW-37 through AW-39), in which the Company opposes the annual reporting element recommended by ABATE Witness Dauphinais covering any instance in which DTE agreed to terms less protective of other customers than the Large Load Provision tariff defaults:

c. With respect to the statement at Q&A 51 that “[t]here is no explanation or support for the additions,” please confirm that the Company reviewed the Direct Testimony of Witness Dauphinais at pages 5 through 6, which recommends that any exercise of Company discretion resulting in terms less protective of other customers than the tariff defaults be disclosed, together with the basis for the departure, and state whether the Company continues to assert that no explanation or support was provided.

Answer: The Company agrees that the referenced direct testimony includes a series of statements with recommendations. Similarly, the referenced testimony of Witness Dauphinais includes the same series of recommendations under the “Annual Reporting” section (Pp 12-14), also without specific justification for them.

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.6d

Respondent: A. Willis

Page: 1 of 1

Question: Request 6: Please refer to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 51 and Q&A 52 (AW-37 through AW-39), in which the Company opposes the annual reporting element recommended by ABATE Witness Dauphinais covering any instance in which DTE agreed to terms less protective of other customers than the Large Load Provision tariff defaults:

d. Q&A 52 conditions the Company's acceptance of reporting consistent with Case No. U-21859 on unspecified "confidentiality considerations." Please identify each reporting element the Company anticipates would require filing under a protective order and the basis for treating it as confidential.

Answer: Customers may, for example, have concerns about the level of granularity of provided ramp schedules or financial information. Any confidentiality concerns will be addressed as needed and the Company has not suggested that such concerns would impair its ability to make a future filing with the Commission.

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.7a

Respondent: A. Willis

Page: 1 of 1

Question: Request 7: Please refer to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 37 (AW-28) and Q&A 52 (AW-39) regarding the administrative fee and the annual reporting element covering administrative fees assessed as compared to the actual cost of the studies performed:

a. Please confirm that, at Q&A 37, the Company states that should the Commission decline to adopt the Company's fixed-fee approach, it should "in the alternative adopt ABATE's recommendation to set the proposed fees as non-refundable with any excess costs being the responsibility of the requesting customer." If not fully confirmed, please explain why not fully confirmed.

Answer: Confirmed, see also the rebuttal of Company Witness Willis at Pg 28.

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.7bi

Respondent: A. Willis

Page: 1 of 1

Question: Request 7: Please refer to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 37 (AW-28) and Q&A 52 (AW-39) regarding the administrative fee and the annual reporting element covering administrative fees assessed as compared to the actual cost of the studies performed:

b. If the Commission adopts the ABATE administrative fee approach endorsed in the alternative by the Company, does the Company agree that annual reporting of administrative fees assessed as compared to the actual cost of studies performed is the mechanism by which the Commission and parties would verify the operation of that approach, including the billing of excess costs to requesting customers? If not, please identify how such verification would otherwise occur. i. Please confirm that, to bill excess study costs to a requesting customer under that approach, the Company would necessarily track actual study costs by customer. If not fully confirmed, please explain why not fully confirmed.

Answer: The Company will track and report on administrative fees as required by the Commission. However, the Company does not agree that an annual report tracking such administrative fees and the Company's actual cost of implementing large load interconnection studies is necessary. To the extent Staff, ABATE or another interested party seeks to evaluate this information, the discovery process in a future rate case would afford a reasonable opportunity to review and investigate any such costs and, if a discrepancy or other concern arose, to then highlight that for the Commission.

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.7bii

Respondent: A. Willis

Page: 1 of 1

Question: Request 7: Please refer to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 37 (AW-28) and Q&A 52 (AW-39) regarding the administrative fee and the annual reporting element covering administrative fees assessed as compared to the actual cost of the studies performed:

b. If the Commission adopts the ABATE administrative fee approach endorsed in the alternative by the Company, does the Company agree that annual reporting of administrative fees assessed as compared to the actual cost of studies performed is the mechanism by which the Commission and parties would verify the operation of that approach, including the billing of excess costs to requesting customers? If not, please identify how such verification would otherwise occur. ii. Please identify with specificity the incremental burden of reporting annually the fees assessed and the actual costs so tracked.

Answer: Refer to ABDE 1.7bi

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.8a

Respondent: A. Willis

Page: 1 of 1

Question: Request 8: Please refer to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 57 and Q&A 58 (AW-43 through AW-45) regarding the termination fee language of Exhibit A-1 and the clarifying language the Company offers at Q&A 58 (“The initial termination fee may exceed 15 years of the customer’s applicable minimum monthly charges, subject to mutual agreement of the Company and Customer”): a. Please confirm that the Company’s offered clarifying language addresses only termination fees greater than fifteen years of minimum billing demand and does not preclude the Company from agreeing to an initial termination fee basis of less than fifteen years of minimum billing demand. If not fully confirmed, please explain why not fully confirmed.

Answer: There is no provision for a termination fee based upon less than the initial 15-years of minimum monthly charges, so no such “clarification” is necessary.

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.8b

Respondent: A. Willis

Page: 1 of 1

Question: Request 8: Please refer to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 57 and Q&A 58 (AW-43 through AW-45) regarding the termination fee language of Exhibit A-1 and the clarifying language the Company offers at Q&A 58 ("The initial termination fee may exceed 15 years of the customer's applicable minimum monthly charges, subject to mutual agreement of the Company and Customer"): b. Please confirm that nothing in Exhibit A-1 as written expressly prohibits the Company from executing a Large Load Provision contract with an initial termination fee basis of less than fifteen years of minimum billing demand plus applicable ramp. If not fully confirmed, please explain why not fully confirmed.

Answer: Not confirmed. See the termination fee provision in the proposed tariff which clearly states that the termination fee begins at 15 years plus ramp period and offers no provisions for a lower initial basis.

TERMINATION FEE: If the customer ceases to take service from the Company prior to the end of the contract term, the applicable termination fee will be up to fifteen years of minimum billing demand (plus applicable ramp) as described below.

- *During the ramp period.* The termination fee is the MBD * prevailing demand charges associated with the contracted ramp schedule and fifteen years of MBD * prevailing demand charges based on the full contract capacity.
- *After the ramp period.* The termination fee is the greater of the remaining MBD * prevailing demand charges through year fifteen of the post ramp contract term, or two years of MBD * prevailing demand charges.

Attachment: None

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.8c

Respondent: A. Willis

Page: 1 of 1

Question: Request 8: Please refer to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 57 and Q&A 58 (AW-43 through AW-45) regarding the termination fee language of Exhibit A-1 and the clarifying language the Company offers at Q&A 58 (“The initial termination fee may exceed 15 years of the customer’s applicable minimum monthly charges, subject to mutual agreement of the Company and Customer”): c. Does the Company oppose revising Exhibit A-1 to provide that the applicable termination fee will be not less than fifteen years of minimum billing demand plus applicable ramp, as recommended in the Direct Testimony of Witness Dauphinais at page 26? If yes, please identify each circumstance in which the Company contemplates agreeing to a termination fee basis of less than fifteen years of minimum billing demand, and explain why any such agreement should not require Commission review.

Answer: Refer to ABDE-1.8b. The proposed tariff has no provisions or allowance for an initial termination fee less than 15 years.

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.9a

Respondent: A. Willis

Page: 1 of 1

Question: Request 9: Please refer to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 58 (AW-44 through AW-45) regarding the Contribution in Aid of Construction (“CIAC”) allowance, the ramp period, and the assignment provision of Exhibit A-1:

a. Please confirm that the Company has no objection to inserting the word “annual” ahead of the revenue basis for calculating the CIAC allowance in Exhibit A-1, and that the Company clarifies the ramp period begins at the time the contract is fully executed, including any applicable regulatory approvals. If not fully confirmed, please explain why not fully confirmed.

Answer: The Company confirms it has no objection to including “annual” ahead of the revenue basis for the CIAC allowance. It also confirms the ramp period begins at the time the contract is fully executed, including any applicable regulatory approvals. See also Willis Rebuttal (Pp 44-45).

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.9b

Respondent: A. Willis

Page: 1 of 1

Question: Request 9: Please refer to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 58 (AW-44 through AW-45) regarding the Contribution in Aid of Construction ("CIAC") allowance, the ramp period, and the assignment provision of Exhibit A-1:

b. Will the Company file a revised Exhibit A-1 in this proceeding incorporating the clarifications in subpart (a) and any clarifying termination fee language before a final order? If not, does the Company agree that the Commission's order should direct a conforming compliance filing reflecting them?

Answer: The Company expects to file a conforming tariff at the conclusion of the case which reflects the Commission's final order, consistent with other cases concerning changes to tariffs. The Company will not be filing a revised exhibit.

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.9c

Respondent: A. Willis

Page: 1 of 1

Question: Request 9: Please refer to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 58 (AW-44 through AW-45) regarding the Contribution in Aid of Construction (“CIAC”) allowance, the ramp period, and the assignment provision of Exhibit A-1:

c. Please confirm that nothing in Exhibit A-1 requires, as a condition of the Company’s consent to an assignment, that the assignee assume all contractual obligations of the assignor, including the minimum billing demand obligation, the termination fee, and the collateral requirement. If not fully confirmed, please explain why not fully confirmed.

Answer: The proposed language says, “The Customer shall not assign, transfer, or otherwise convey any portion of Contract Capacity to another party without prior written consent of the Company”. The Company observes that the approved tariff in Case No. U-21859 similarly does not include any of the specific terms within the assignment provision described in the question.

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.9d

Respondent: A. Willis

Page: 1 of 1

Question: Request 9: Please refer to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 58 (AW-44 through AW-45) regarding the Contribution in Aid of Construction (“CIAC”) allowance, the ramp period, and the assignment provision of Exhibit A-1:

d. If the Company consented to an assignment to an entity that did not assume all such obligations, please identify who would bear the resulting exposure to any unrecovered costs associated with serving the load.

Answer: The Company would expect to make a filing reflecting any known facts and circumstances should that situation arise. The Company cannot speculate on a hypothetical basis.

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.9e

Respondent: A. Willis

Page: 1 of 1

Question: Request 9: Please refer to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 58 (AW-44 through AW-45) regarding the Contribution in Aid of Construction (“CIAC”) allowance, the ramp period, and the assignment provision of Exhibit A-1:

e. Please identify with specificity each harm or burden to the Company from conditioning its consent to assignment on the assignee’s assumption of all contractual obligations of the assignor, as recommended in the Direct Testimony of Witness Dauphinais at page 28.

Answer: The Company cannot opine in the hypothetical but anticipates that it would review any prospective assignment in a commercially reasonable manner consistent with the objectives of the Large Load Provision . See also ABDE-1.9d.

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.10a

Respondent: M. Witkowski

Page: 1 of 1

Question: Request 10: Please refer to the Rebuttal Testimony of DTE Witness Michael J. Witkowski at Q&A 15 (MJW-8 through MJW-9), Q&A 18 (MJW-11), Q&A 22 (MJW-14 through MJW-15), Q&A 24 (MJW-15 through MJW-16), and Q&A 26 (MJW-17) regarding the Company's Operating Parameters framework and the application of future NERC and MISO reliability requirements:

a. Please confirm that the Operating Parameters framework would apply to all transmission voltage-connected customers seeking service under the Large Load Provision regardless of end-use technology, including traditional industrial manufacturing loads that meet the applicability threshold. If not fully confirmed, please explain why not fully confirmed.

Answer: Confirmed.

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.10b

Respondent: M. Witkowski

Page: 1 of 1

Question: Request 10: Please refer to the Rebuttal Testimony of DTE Witness Michael J. Witkowski at Q&A 15 (MJW-8 through MJW-9), Q&A 18 (MJW-11), Q&A 22 (MJW-14 through MJW-15), Q&A 24 (MJW-15 through MJW-16), and Q&A 26 (MJW-17) regarding the Company's Operating Parameters framework and the application of future NERC and MISO reliability requirements:

b. Please confirm that the reliability events referenced in this record, including the July 2024 and July 2026 Virginia disturbances and the ERCOT events described in the GLREA and CEO testimony, involved the simultaneous tripping or other behavior of computational loads, and identify any such event known to the Company that was caused by traditional industrial manufacturing load. If not fully confirmed, please explain why not fully confirmed.

Answer: The Company understands that the cited Virginia and ERCOT events are characterized by the materials referenced in the record as involving the simultaneous tripping, disconnection, or other behavior of computational or data-center loads. The Company has not independently investigated those events and therefore cannot confirm the particular causes, equipment behavior, sequence of operations, or other technical circumstances of each event beyond the descriptions contained in the cited materials. The Company is not presently aware of a comparable event involving simultaneous tripping or sudden loss of load that was caused by traditional industrial manufacturing load.

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.10c

Respondent: M. Witkowski

Page: 1 of 1

Question: Request 10: Please refer to the Rebuttal Testimony of DTE Witness Michael J. Witkowski at Q&A 15 (MJW-8 through MJW-9), Q&A 18 (MJW-11), Q&A 22 (MJW-14 through MJW-15), Q&A 24 (MJW-15 through MJW-16), and Q&A 26 (MJW-17) regarding the Company's Operating Parameters framework and the application of future NERC and MISO reliability requirements:

c. Please confirm that Q&A 26 describes the ramp-rate elements of the Operating Parameters in terms of the starting and stopping of "computational load" and "computational load oscillations." If not fully confirmed, please explain why not fully confirmed.

Answer: Confirmed. Q&A 26 states that the Operating Parameters being developed for each large load customer include permissible ramp rates for load increases and decreases during the starting and stopping of computational load, as well as ramp rate limitations for computational load oscillations. Q&A 26 further explains that appropriate ramp rate limits will be determined on a site-specific basis, informed by system studies, customer operating characteristics, applicable MISO requirements, and coordination with ITC.

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.10d

Respondent: M. Witkowski

Page: 1 of 1

Question: Request 10: Please refer to the Rebuttal Testimony of DTE Witness Michael J. Witkowski at Q&A 15 (MJW-8 through MJW-9), Q&A 18 (MJW-11), Q&A 22 (MJW-14 through MJW-15), Q&A 24 (MJW-15 through MJW-16), and Q&A 26 (MJW-17) regarding the Company's Operating Parameters framework and the application of future NERC and MISO reliability requirements:

d. Does the Company agree that Operating Parameter categories and limits derived from data center and uninterruptible power supply behavior, such as voltage and frequency ride-through curves and load-block oscillation limits, should not be applied as-is to traditional industrial manufacturing loads whose equipment and operating characteristics differ, and that the site-specific studies the Company describes would reflect the customer's actual load technology? If not, please explain fully.

Answer: The Company agrees that the specific limits and implementation requirements applicable to a customer should be determined through customer- and site-specific studies that consider the customer's actual facility design, equipment, load technology, operating characteristics, point of interconnection, and relevant system conditions. The Company does not agree, however, that potentially relevant Operating Parameter categories, including voltage and frequency ride-through, load ramping, or load block oscillations, should be categorically excluded from technical review solely because a customer is engaged in traditional industrial manufacturing. The site-specific studies will determine which Operating Parameter categories are applicable and the appropriate limits and implementation requirements for the particular customer. The Company will also comply with final and effective NERC and MISO requirements according to their applicable scope, thresholds, effective dates, transition provisions, and compliance schedules.

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.10e

Respondent: M. Witkowski

Page: 1 of 1

Question: Request 10: Please refer to the Rebuttal Testimony of DTE Witness Michael J. Witkowski at Q&A 15 (MJW-8 through MJW-9), Q&A 18 (MJW-11), Q&A 22 (MJW-14 through MJW-15), Q&A 24 (MJW-15 through MJW-16), and Q&A 26 (MJW-17) regarding the Company's Operating Parameters framework and the application of future NERC and MISO reliability requirements:

e. When the Company applies final NERC and MISO requirements "to the extent those requirements are applicable" (Q&A 18), will the Company apply them consistent with the applicability scoping established by NERC and MISO themselves, which the record indicates is focused on computational loads, rather than extending them to load categories those requirements do not cover? If the Company may extend such requirements beyond their stated applicability, please describe the circumstances.

Answer: MISO has proposed reliability requirements for large loads and has proposed differentiating certain requirements based on load characteristics. Under MISO's current proposal, a "Large Load" is generally a load greater than 50 MW, and a "Computational Load" is a Large Load that includes at least 25 MW of demand from information-technology equipment. The Company will comply with final and effective NERC and MISO requirements according to their applicable scope, thresholds, effective dates, transition provisions, and compliance schedules. Independently of whether a particular NERC or MISO requirement applies to a specific load category, DTE Electric will continue to perform customer- and site-specific technical studies when appropriate and may establish appropriate Operating Parameters based on the customer's facility design, equipment, load and operating characteristics, point of interconnection, system conditions, and study results.

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.11a

Respondent: A. Willis

Page: 1 of 1

Question: Request 11: Please refer to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 14 and Q&A 15 (AW-8 through AW-10) and Q&A 17 (AW-11) regarding the provision of Exhibit A-1 under which the Company “may, in its sole discretion, increase the contract capacity to reflect” load served above contract capacity:

a. Please confirm that, under Exhibit A-1, an increase in a customer’s contract capacity to reflect a persistent overage occurs at the Company’s sole discretion, without prior notice to, or review or approval by, the Commission. If not fully confirmed, please explain why not fully confirmed.

Answer: Exhibit A-1, Availability of Service, describes the conditions of a potential increase in contract capacity, including limits on any increases. The Company notes that the approved tariff in Case No. U-21859 does not require Commission review or approval for contract increases consistent with the approved tariff.

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.11b

Respondent: A. Willis

Page: 1 of 1

Question: Request 11: Please refer to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 14 and Q&A 15 (AW-8 through AW-10) and Q&A 17 (AW-11) regarding the provision of Exhibit A-1 under which the Company “may, in its sole discretion, increase the contract capacity to reflect” load served above contract capacity:

b. Please confirm that such a reset increases the customer’s contract capacity and, correspondingly, the customer’s minimum billing demand, termination fee and collateral requirement. If not fully confirmed, please explain why not fully confirmed.

Answer: Confirmed.

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.11c

Respondent: A. Willis

Page: 1 of 1

Question: Request 11: Please refer to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 14 and Q&A 15 (AW-8 through AW-10) and Q&A 17 (AW-11) regarding the provision of Exhibit A-1 under which the Company “may, in its sole discretion, increase the contract capacity to reflect” load served above contract capacity:

c. Please confirm that, for the largest Large Load Provision customers, the 5% allowance can itself amount to a load addition of a magnitude comparable to the 100 MW Large Load Provision applicability threshold (for example, 5% of a 2,000 MW contract capacity is 100 MW). If not fully confirmed, please explain why not fully confirmed.

Answer: Confirmed that 5% of 2000 MW is 100 MW.

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.11d

Respondent: A. Willis

Page: 1 of 1

Question: Request 11: Please refer to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 14 and Q&A 15 (AW-8 through AW-10) and Q&A 17 (AW-11) regarding the provision of Exhibit A-1 under which the Company “may, in its sole discretion, increase the contract capacity to reflect” load served above contract capacity:

d. Please confirm that, under the Company’s acceptance of annual reporting consistent with Case No. U-21859 (Q&A 52), a contract capacity reset would be disclosed to the Commission only after the fact, as a reported contracted capacity increase in the annual Large Load Report. If not fully confirmed, please explain why not fully confirmed.

Answer: Confirmed, consistent with Case No. U-21859.

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.11e

Respondent: A. Willis

Page: 1 of 1

Question: Request 11: Please refer to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 14 and Q&A 15 (AW-8 through AW-10) and Q&A 17 (AW-11) regarding the provision of Exhibit A-1 under which the Company “may, in its sole discretion, increase the contract capacity to reflect” load served above contract capacity:

e. Would the Company oppose a requirement that any reset of a Large Load Provision customer’s contract capacity resulting from operation above contract capacity be disclosed to and subject to review by the Commission before taking effect, for example through a notice filing? If yes, please identify with specificity each burden this would impose, given that the Company necessarily tracks the metered overages that would trigger a reset.

Answer: Yes, the Company objects to such a requirement. Serving or not serving overage is a real-time matter. The Availability of Service provision within the proposed tariff already includes guardrails for how much overage the Company may serve, how persistent it may be, and that the Company may decline to serve any overage if determined necessary to protect system integrity. These tariff provisions establish reasonable guiding requirements for addressing real-time occurrences or future customer requests for increase in contract capacity. Preemptive Commission review and approval would effectively eliminate any ability to serve overages and is unnecessary.

Attachment: *None*

MPSC Case No: U-22061

Requester: ABATE

Question No.: ABDE-1.11f

Respondent: A. Willis

Page: 1 of 1

Question: Request 11: Please refer to the Rebuttal Testimony of DTE Witness Aaron Willis at Q&A 14 and Q&A 15 (AW-8 through AW-10) and Q&A 17 (AW-11) regarding the provision of Exhibit A-1 under which the Company “may, in its sole discretion, increase the contract capacity to reflect” load served above contract capacity:

f. If the Company would oppose such review, please explain why an increase in served load of Large Load Provision scale accomplished through a contract capacity reset should receive no Commission review, when an equivalent new load addition would be subject to the Large Load Provision and, under the Company’s position at Q/A 49, to a per-customer ex parte filing.

Answer: Refer to ABDE-1.11e. In addition, any overage actually served and any resulting increase in contract capacity would be subject to the same terms of the existing and already Commission-approved contract.

Attachment: *None*

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * * * *

In the matter of the application of	)	
DTE ELECTRIC COMPANY	)	Case No. U-22061
for approval of amendments to Rate D11	)	
and related relief.	)	ALJ Sarah A. Stancati
_____	)	

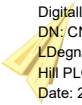
PROOF OF SERVICE

STATE OF MICHIGAN)
) ss
COUNTY OF INGHAM)

Lauren Degnan, being first duly sworn, deposes and says that on September 18, 2026, she did cause to be served the *Association of Businesses Advocating Tariff Equity's Official Exhibits (AB-1 to AB-4)*, as well as this *Proof of Service*, in the above docket, via electronic mail, to the persons identified on the attached service list.

Lauren K.
Degnan

Lauren Degnan

 Digitally signed by: Lauren K. Degnan
DN: CN = Lauren K. Degnan email =
LDegnan@clarkhill.com C = US O = Clark
Hill PLC
Date: 2026.09.18 16:07:58 -04'00'

SERVICE LIST
MPSC Case No. U-22061

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