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October 6, 2026

Lisa Felice
Executive Secretary
Michigan Public Service Commission
7109 West Saginaw Highway
Lansing, MI 48917

RE: In the matter of the Application of **DTE ELECTRIC COMPANY** for approval of
amendments to Rate D11 and related relief
MPSC Case No: U-22061

Dear Ms. Felice:

Attached for electronic filing in the above reference matter is DTE Electric Company's
Initial Brief. Also attached is the Proof of Service.

Very truly yours,

John A.
Janiszewski
John A. Janiszewski

Digitally signed by John A.
Janiszewski
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cc: Service List

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the application of)
DTE ELECTRIC COMPANY)
for Approval of Amendments to Rate D11)
and Related Relief _____)

Case No. U-22061

DTE ELECTRIC COMPANY'S
INITIAL BRIEF

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I. INTRODUCTION

DTE Electric Company (“DTE Electric” or the “Company”) respectfully requests that the Michigan Public Service Commission (“MPSC” or the “Commission”) approve the Company’s proposed Large Load Provision amendments to Rate Schedule D11 Primary Supply Rate (“D11”) as set forth in the Company’s Application filed in this case.

The Large Load Provision will apply to large load customers requesting new or incremental contract capacity exceeding 100 MW from the Company and establishes a reasonable and prudent framework of generally applicable minimum requirements and default commercial protections that balance the Company’s obligation to serve qualifying customers with the need for enhanced protections for the Company’s existing customers. The Large Load Provision terms of service incorporated in Rate Schedule D11, including an extended contract term, 80% minimum billing demand, termination payment, and credit and collateral requirements, broadly align with the Commission’s findings and determinations in Case No. U-21859 and are designed to mitigate the risk of potential stranded costs and cost shifting associated with serving new large customer loads seeking service in DTE Electric’s service territory. The Large Load Provision also preserves appropriate flexibility to address customer-specific circumstances through individual service agreements, subject to the tariff’s applicable requirements and Commission review.

To the extent this Initial Brief responds to positions advanced by Staff and intervenors in their testimony, those responses are not intended to be exhaustive. The Company reserves the right to respond more fully in its Reply Brief to any Staff or intervenor position, including after review of the arguments presented in the parties’ Initial Briefs. The absence of a response to any particular position set forth in Staff and intervenor testimony should not be treated as agreement with that

position; the Company maintains that the record as a whole supports approval of the Large Load Provision as set forth herein.

II. HISTORY OF PROCEEDINGS

On December 18, 2025, the Commission issued its Order in Case No. U-21990, which, among other things, directed DTE Electric to file a generally applicable large load customer tariff. *See* December 18, 2025 Order in Case No. U-21990 (“December 18 Order”), p. 45.

On March 18, 2026, DTE Electric filed its Application in the instant proceeding for approval of amendments to Rate D11 to incorporate the large load customer provisions—applicable to large load customers—in response to the December 18 Order (“Application”).

On April 28, 2026, a prehearing conference was held before Katherine E. Talbot, Administrative Law Judge (“ALJ”), at which the parties to the proceeding were identified and a case schedule was established.

Commission Staff (“Staff”) filed an appearance and participated in this proceeding. Intervention was granted to the Department of the Attorney General (“AG”); Association of Businesses Advocating Tariff Equity (“ABATE”); The Ecology Center, The Environmental Law & Policy Center, Union of Concerned Scientists, and Vote Solar (collectively, the Clean Energy Organizations or “CEO”); Great Lakes Renewable Energy Association (“GLREA”); Natural Resources Defense Council (“NRDC”) and the Sierra Club (“SC”) together with the Attorney General, (“AG-NS”); and Gerdau MacSteel, Inc. (“Gerdau”).

A Protective Order was issued on August 4, 2026. On August 13, 2026, the case was reassigned to ALJ Sarah A. Stancati. DTE Electric filed the direct testimony and Exhibit of Aaron Willis in support of the Application. (2T 20-36).

On August 4, 2026, Staff and intervenors filed their direct testimony and exhibits. Staff sponsored the Direct Testimony of Johnathon Higgins (2T 340-345) and Mark Pung (2T 346-356). AG-NS sponsored the Direct Testimony of Ben Havumaki (2T 311-338). ABATE sponsored the Direct Testimony and Exhibits of James R. Dauphinais (2T 108-143). CEO sponsored the Direct Testimony of Lee Shaver (2T 275-308). GLREA sponsored the Direct Testimony and Exhibits of John Richter (2T 163-250).

The parties filed rebuttal testimony on August 25, 2026. DTE Electric filed rebuttal testimony sponsored by Witnesses Aaron Willis and Michael J. Witkowski, responding to issues raised in Staff and intervenor testimony. (2T 37-83; 2T 85-105). ABATE sponsored the Rebuttal Testimony of James R. Dauphinais (2T 144-158). GLREA sponsored the Rebuttal Testimony of John Richter (2T 251-308).

Motions to strike were due on August 28, 2026, with responses due on September 2, 2026. DTE Electric filed a motion to strike GLREA Witness Richter's rebuttal testimony on August 28, 2026. At the evidentiary hearing, DTE Electric withdrew the motion to effectuate the parties' stipulation to mutually waive cross-examination, while expressly preserving its arguments concerning the procedural propriety, relevance, and weight of Witness Richter's rebuttal testimony. The ALJ therefore did not rule on the motion. (2T 159-162).¹

The evidentiary hearing was originally scheduled to commence on September 8, 2026, and continue through September 10, 2026. Due to a scheduling conflict, and by agreement of the parties, the hearing dates were rescheduled to September 16, 2026, and September 17, 2026,

¹ As part of the parties' hearing stipulation, DTE Electric also agreed to official notice of the existence, filing date, FERC docket and accession numbers, requested effective date, and procedural status of MISO's August 28, 2026 Interconnection Reliability Requirements proposal. DTE Electric clarified that its agreement did not constitute a stipulation that MISO's proposed tariff had been approved or was effective, that the proposal's technical assertions were established as true for evidentiary purposes, that its proposed requirements applied to any particular DTE Electric customer, or that the filing supported any particular relief in this proceeding. Subject to those limitations, the ALJ took official notice of the existence of the MISO proceedings. (2T 271-272).

commencing at 9:00 a.m. The evidentiary hearing in this matter began and ended on Wednesday, September 16, 2026, at which all parties waived cross-examination, and the prefiled testimony and exhibits were bound into the record.

Pursuant to the schedule established, and as modified by the ALJ's Scheduling Order dated August 18, 2026, DTE Electric's Initial Brief is being filed in accordance with the case schedule issued by the ALJ in this proceeding.

III. JURISDICTION AND STANDARD OF REVIEW

A. Jurisdiction and Prior Commission Guidance

Under Michigan law, the Commission has jurisdiction to regulate public utilities, including “all rates, fares, fees, charges, services, rules, [and] conditions of service[.]” MCL 460.6. “The commission may establish by order rules and conditions of service that are just and reasonable.” MCL 460.557(2). In Case No. U-21859, the Commission described the applicable inquiry as whether the proposed tariff amendments are “prudent, reasonable, and in the public interest.” November 6, 2025 Order in Case No. U-21859 (“November 6 Order”), p. 102. That standard provides the general framework for the Commission's review of the proposed Large Load Provision in this proceeding.

The December 18 Order, p. 45, acknowledges applicable Commission precedent establishing a generally applicable large load customer tariff and provides direction that the Company's Large Load Provision should “align[] with the findings in the November 6, 2025 order in Case No. U-21859.” The November 6 Order, pp. 104-105, recognized the “need for tariff provisions that will provide protection to the utility and its existing ratepayers against the unusual risks associated with loads larger than any that the utility has ever served[.]” Accordingly, the Commission's review should consider whether DTE Electric's proposed Large Load Provision

reasonably addresses those risks and broadly aligns with the findings in the November 6 Order, while accounting for the record and DTE Electric’s proposed tariff structure in this case.

B. Standard of Review

The preponderance of evidence standard applies in the present proceeding. *Aquilina v General Motors Corp*, 403 Mich 206, 210-211; 267 NW2d 923 (1978) (“The proof required in an administrative law proceeding . . . is the same as that required in a civil judicial proceeding: a preponderance of the evidence.”). The preponderance of evidence standard is “a lesser standard of proof” than either the heightened “clear and convincing” standard² or the greater “beyond a reasonable doubt” standard applied in criminal proceedings.³ The “preponderance of the evidence” standard is generally defined as follows:

The greater weight of the evidence, not necessarily established by the greater number of witnesses testifying to a fact but by evidence that has the most convincing force; superior evidentiary weight that, though not sufficient to free the mind wholly from all reasonable doubt, is still sufficient to incline a fair and impartial mind to one side of the issue rather than the other. [Black’s Law Dictionary 1301 (9th ed 2009).]

DTE Electric has the initial burden to demonstrate by a preponderance of the evidence that the proposed Large Load Provision is lawful and satisfies the applicable standard of approval. “[O]nce a utility has satisfied its initial burden of proof, another party ‘may challenge that evidence and present evidence of unreasonableness.’ However, at that point, the other party ‘has the burden to demonstrate its position is correct.’” (October 25, 2017 Order in Case No. U-18224, pp. 14-15, quoting January 11, 2010 Opinion and Order in Case Nos. U-15768 and U-15751, p. 38).

This evidentiary standard also effectively bars last-minute criticisms of the Company’s evidentiary presentation, as the Commission further explained:

² *In re Moss*, 301 Mich App 76, 89-90; 836 NW2d 182 (2013).

³ *Thangavelu v Dep’t of Licensing & Regulation*, 149 Mich App 546, 554-555; 386 NW2d 584 (1986).

The Commission finds that a delicate balance must be maintained concerning the burden of proof. The company has the burden of going forward and demonstrating that it has proposed just and reasonable rates. In this instance, Detroit Edison made that showing. The Staff in response may challenge that evidence and present evidence of unreasonableness. At that point, however, the Staff has the burden to demonstrate its position is correct. The company may then rebut the Staff's criticisms of its case. The problem here is that the specific criticism that the company had not adequately explained itself came too late in the process for a fair determination on that issue, particularly given the evidence the company presented in support of its position. [January 11, 2010, Commission Opinion and Order in Case Nos. U-15768 and U-15751, pp 37-38.]

All Commission decisions must be authorized by law, and the Commission's findings must "be supported by competent, material and substantial evidence on the whole record." Const 1963, art 6, § 28; MCL 24.285; *see also* MCL 24.306. Substantial evidence is evidence "that a reasoning mind would accept as sufficient to support a conclusion." *Monroe v State Employees' Retirement Sys*, 293 Mich App 594, 607; 809 NW2d 453 (2011). Expert testimony is "substantial" only if it is offered by a qualified expert who has an informed and rational basis for his or her view, even if other experts disagree. *Great Lakes Steel v Pub Serv Comm*, 130 Mich App 470, 481; 334 NW2d 321 (1983).

This is a contested case proceeding conducted pursuant to the Michigan Administrative Procedures Act ("APA"), 1969 PA 306, as amended, MCL 24.201 et seq., which precludes the Commission from making decisions based on non-record materials. MCL 24.276 provides: "Evidence in a contested case . . . shall be offered and made part of the record. Other factual information or evidence shall not be considered in determination of the case except as permitted under [MCL 24.277 concerning official notice of judicially cognizable facts and facts within the agency's specialized expertise]." ⁴ The Commission's decision therefore must be based on evidence made part of the record and any matters properly noticed under the APA. Noncompliance

⁴ This standard is not satisfied with regard to contested issues. *See, e.g., Freed v Salas*, 286 Mich App 300, 341; 780 NW2d 844 (2009), where the Court of Appeals affirmed the trial court's refusal to take judicial notice of a speed limit.

with the APA is reversible error. *In re Pub Serv Comm Guidelines for Transactions Between Affiliates*, 252 Mich App 254, 267; 652 NW2d 1 (2002).

In *Kar v Hogan*, 399 Mich 529, 539; 251 NW2d 77 (1976), the Michigan Supreme Court explained that “[t]he party alleging a fact to be true should suffer the consequences of a failure to prove the truth of that allegation.” Thus, unproven allegations cannot stand in the place of evidence. Things not proven must be taken as not existing, since a decision cannot be based upon conjecture. *Star Steel v USF&G*, 186 Mich App 475, 481; 465 NW2d 17 (1990); *see also, Skinner v Square D Co*, 445 Mich 153; 516 NW2d 475 (1994).

IV. OVERVIEW OF THE APPLICATION FOR APPROVAL OF THE LARGE LOAD PROVISION

DTE Electric’s Application proposed amendments to Rate Schedule D11 to incorporate 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 for other customers. The Large Load Provision is applicable to large customers seeking incremental contract capacity greater than 100 MW, as further described below. The Large Load Provision is designed to align with the Commission’s directives in the December 18 Order, establish long-term protections for other customers, and incorporate commercially reasonable financial requirements for large load customers to reduce ambiguity and uncertainty in the contracting process. (Application at 4). The proposed Large Load Provision is presented as Exhibit A-1 to the Direct Testimony of Company Witness Aaron Willis.

Rate Schedule D11 is a demand-based rate available to customers with greater than 50 kW of contract capacity on primary, subtransmission, or transmission voltage, and required for

customers with contract capacity greater than 1,000 kW. Any customer required to take service on the Large Load Provision will also be required to take service on Rate Schedule D11. However, the Large Load Provision will not apply to other customers on Rate Schedule D11 who do not otherwise meet the criteria for the Large Load Provision and will not apply to existing load. (Application at 3). While the Large Load Provision defines minimum standard terms and conditions applicable to large load customers to which it applies, customers required to take service on the Large Load Provision will also be required to have individual power supply agreements with the Company with specific terms to be negotiated between the parties. *Id.*

Company Witness Willis' Table 1 (Willis, 2T 28) details the key commercial protections and requirements included in the Large Load Provision as follows:

Applicability: The Large Load Provision will apply to customers requesting service for incremental load (1) exceeding 100 MW at a single site or (2) exceeding 100 MW in the aggregate across multiple sites, with a site average of greater than 20 MW.

Contract Length: The Large Load Provision prescribes a minimum fifteen (15) year contract term following the ramp period, with automatic five-year extensions and a three-year customer notice requirement at the end of the term should the customer elect not to renew the contract.

Ramp Period: The Large Load Provision permits a ramp period up to but not exceeding three years.

Minimum Billing Demand: The Large Load Provision requires a minimum billing demand (MBD) of 80% of the customer's contracted capacity, which applies to the large load customer's committed load ramp during the ramp period and then to its maximum contracted

capacity thereafter. A customer subject to the Large Load Provision on an aggregated load basis will be subject to an aggregate requirement of 80% MBD across its aggregated sites.

Termination fee and notice: The Large Load Provision establishes a termination fee equal to 15 years of the customer's minimum billing demand.

Collateral: The Large Load Provision requires collateral in the amount of the full termination fee.

Credit: The Company proposes to accept collateral in the form of a letter of credit, cash, a parent guarantee, or a combination of the three.

CIAC credit: The Large Load Provision provides for a contribution in aid of construction ("CIAC") allowance of twice the expected distribution revenue based on the customer's committed customer capacity.

Administrative fee: The Large Load Provision requires an administrative fee of \$100,000 for customers with contracted capacity of less than 200 MW and \$250,000 for customers with contracted capacity equal to or greater than 200 MW.

Collectively, the foregoing Large Load Provision establishes standardized and commercially reasonable terms and conditions designed to address the commercial risks associated with serving large customers and are broadly aligned with the Commission's findings in the November 6, 2025, order in Case No. U-21859. (Willis, 2T 25). The proposed Large Load Provision also will not apply to existing customers that would otherwise qualify for service under the Large Load Provision. The Company has already planned for and met the load needs of existing customers. (Willis, 2T 29).

DTE Electric's Application explains that approval of the Large Load Provision will allow the Company to engage prospective large load customers using a consistent set of terms, creating

a standard set of expectations for prospective customers and improving efficiency for the Company. An approved tariff amendment will further create standardized expectations for future contracts and contract approvals, if required.

V. THE LARGE LOAD PROVISION IS REASONABLE AND PRUDENT AND IN THE PUBLIC INTEREST.

A. Availability of Service under Large Load Provision

The Company's proposed amendments to Rate Schedule D11 establish that the Large Load Provision is required for new or incremental load (based on the customer's contract capacity) that is either (1) greater than 100 MW at a single site; or (2) greater than 100 MW across multiple sites based on a five-year aggregation window for projects that individually fall below 100 MW but collectively exceed an average size of 20 MW. (Ex. A-1; Willis, 2T 29). No party contests the single site 100 MW threshold applicability provision. (Willis, 2T 39). However, AG-NS and ABATE dispute certain aspects of the aggregated customer load availability provision. The record supports the availability of the Large Load Provision as proposed by DTE Electric in the tariff.

▪ *Availability of Service – Intervenor Positions*

AG-NS argues that the five-year aggregation window should extend indefinitely to capture a customer's multi-site load additions regardless of when the individual sites begin service. Specifically, AG-NS Witness Havumaki recommends that the Company expand this provision to "include sites at different locations in aggregation *irrespective of when the individual sites included in the aggregation have entered service.*" (Havumaki, 2T 323) (emphasis in original).

Company Witness Willis rebuts this recommendation, explaining that the five-year window for aggregating contract capacity across multiple sites is reasonable. The Company explained that the purpose of the five-year window is "aligned with the statutory timeline for filing

an integrated resource plan, and provides a reasonable period during which 100 MW of load should be considered on a risk and system planning basis.” (Willis, 2T 29, 41). Witness Havumaki fails to address these considerations and instead offers a hypothetical example of a 100 MW customer that adds 15 MW at a second site ten years later to support his recommendation without further explanation. (Willis, 2T 41).

In response to AG-NS Witness Havumaki’s hypothetical scenario, Company Witness Willis explains that the Company does not perceive commercial and operational risk from a 100 MW customer adding 15 MW at a new site ten years into the future. Simply put, it is not reasonable to look back potentially ten or twenty years and impose new requirements on load additions that initially are not subject to the aggregate 100 MW threshold but years later add significant new load onto the system. (Willis, 2T 41).

ABATE Witness Dauphinais similarly recommends that Witness Havumaki’s indefinite aggregation proposal be rejected because it could unduly inhibit traditional economic development by sweeping gradual, multi-site industrial growth into the Large Load Provision. (Dauphinais, 2T 150-151).

Although DTE Electric agrees with ABATE that Witness Havumaki’s indefinite aggregation proposal should be rejected, the Company’s position is not limited to non-computational loads. An indefinite aggregation period is unreasonable regardless of the customer’s end use because it would sever the aggregation analysis from the five-year planning period supporting the Company’s proposal and could subject comparatively modest future additions to the Large Load Provision based on load placed in service by a Customer many years earlier. ABATE’s concerns regarding traditional industrial development provide additional support for

rejecting the proposal but do not define the scope of the Company's position. (Willis, 2T 41; Dauphinais, 2T 150-151).

AG-NS also argues that "co-located sites (i.e., multiple data centers that are located on the same campus)" under separate metering arrangements should be treated as a single customer for applicability purposes, suggesting that the Company's applicability criteria "appear to exempt co-located data centers" and create a "potential loophole" that does not account for co-located data centers' "combined scale, and the potential risks of cost-shifting and stranded assets that they collectively impose on the system." (Havumaki, 2T 324).

The Commission should reject this blanket recommendation to expand the Large Load Provision. As Company Witness Willis explains, the applicability criteria are based on the contract capacity of the entity that requests service and executes the applicable power supply agreement. Where a co-location provider requests service for the facility, executes the power supply agreement, and is responsible for payment and compliance with that agreement, the co-location provider is the Company's customer. However, he also explains that a different service arrangement would exist if multiple entities at the same location each separately requested service from the Company, executed separate power supply agreements, and were separately billed and metered by the Company. In that circumstance, each entity would be a separate DTE Electric customer, and the applicability criteria would be applied to each customer based on its own contract capacity. (Willis, 2T 43).

Witness Willis further expounds why this customer-specific approach does not create the alleged loophole: a series of 10 MW loads with varying ownership and billing responsibility do not introduce the same risk as a new 100 MW load under single ownership. Thus, there would be no basis for imposing the Large Load Provision's extended contract term, collateral requirements,

minimum billing demand, and other commercial protections on separate customers merely because they are located at a common site. (Willis, 2T 43). ABATE Witness Dauphinais agrees with the Company's position and recommends that the Commission reject Witness Havumaki's recommendation to aggregate unaffiliated customers at a common site. (Dauphinais, 2T 151-152).

ABATE Witness Dauphinais separately asserts that the Large Load Provision would not apply to new load contracted for or served before the effective date of the tariff amendments. He expresses concern that any contract DTE Electric executes between now and the tariff's effective date "would fall outside the Large Load Provision entirely." (Dauphinais, 2T 133). Witness Dauphinais therefore recommends that the tariff's protections should apply to any prospective 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. (Dauphinais, 2T 133).

This recommendation is unnecessary and should not be adopted. First, the Commission did not grant the Company's requested expedited schedule, and that request does not provide a basis for expanding the tariff's application to agreements executed before its effective date. Second, the absence of an approved generic tariff does not mean that DTE Electric would enter into an agreement with a qualifying large load customer without appropriate customer protections. The Company included similar customer protections in both Case Nos. U-21990 and U-22058, prior to seeking approval of a generic large load tariff, setting the baseline as to what those conditions and protections should be. (Willis, 2T 44-45). Going forward, the Company intends to continue requiring customer protections as part of any power supply agreement with a customer who would, by size, qualify for the large load provisions. (Willis, 2T 45).

Company Witness Willis also explains that the hypothetical circumstances posited by ABATE would require not only that DTE Electric execute an agreement with a qualifying large load customer before the tariff's effective date, but also that the agreement omit protections comparable to those in the proposed Large Load Provision. He characterized that combined scenario as extraordinarily unlikely. If it nevertheless occurred and the customer subsequently sought or received service under standard Rate Schedule D11, the Company's position is that the then-effective Large Load Provision would apply, consistent with the treatment of other customers under periodically revised tariff terms. (Willis, 2T 44-45).

The Commission should therefore reject ABATE's proposal to apply the Large Load Provision to agreements executed before the tariff's effective date and should approve the Company's Availability of Service terms proposed in the Large Load Provision, Exhibit A-1, as explained by Company Witness Willis.

Finally, ABATE Witness Dauphinais raises a concern that a customer could attempt to reduce its minimum monthly charge (and therefore the termination fee and collateral requirement) by changing its supply agreement from Rate Schedule D11 to retail open access service or seek to take service on another tariff rate. (Dauphinais, 2T 130). The Company does not agree that such a unilateral change is permitted under the proposed Large Load Provision and the associated contractual requirements. The Availability of Service terms expressly provide that "[t]he large load customer provisions (LLP) ***are required*** for customers seeking or receiving service for incremental load . . . greater than 100 MW." (Ex. A-1) (emphasis added). Company Witness Willis further explains that the Large Load Provision is part of the D11 tariff and that, when combined with the minimum 15-year contract term, the customer would be bound by its full service Rate Schedule D11 agreement for the applicable term. An attempt to change rates unilaterally would be treated

as a termination. (Willis, 2T 60). Accordingly, the Commission should interpret the proposed Large Load Provision and the associated contract requirements consistently with that record evidence.

In sum, the record supports the Company's proposed five-year aggregation window, its customer-specific application of the Large Load Provision to separately metered and billed entities at a common location, and the prospective applicability of the Large Load Provision once approved by the Commission. No party has demonstrated that the Company's threshold and aggregation criteria are unreasonable. Accordingly, the Commission should find that the Large Load Provision's Availability of Service criteria set forth in Exhibit A-1 are reasonable and supported by the record and approve those criteria as proposed.

B. Minimum Contract Length and Load Ramp Framework

The proposed Large Load Provision sets a maximum load ramp period of three years and a minimum contract term of fifteen years following the ramp period, with five-year automatic extensions. The three-year maximum ramp period begins when the customer's contract is fully executed, including receipt of any applicable regulatory approvals, rather than when the Company first begins providing service. The negotiated contract may establish a shorter ramp period. (Willis, 2T 28, 30, 81).

No party contests the reasonableness of the three-year maximum ramp period or the fifteen-year minimum contract term. No party recommended changing the three-year maximum ramp period or the fifteen-year minimum contract term, and ABATE specifically identified the Company's three-year maximum ramp period as a protection for other customers that goes beyond what the Commission required in Case No. U-21859. (Dauphinais, 2T 112 n. 3).

ABATE Witness Dauphinais notes that Exhibit A-1 begins the ramp period when service commences, while Company Witness Willis' testimony measures the period from full contract execution. (Dauphinais, 2T 135). In rebuttal, Witness Willis confirmed that the ramp period begins when the contract is fully executed, including receipt of any applicable regulatory approvals. (Willis, 2T 81). The Company therefore accepts a conforming clarification to Exhibit A-1 on that point.

The Commission should approve the ramp period and minimum contract length provisions in the Large Load Provision subject to that clarification.

C. Minimum Billing Demand and Minimum Monthly Charge

The Large Load Provision amendments to Rate Schedule D11 establish a minimum billing demand ("MBD") requirement of 80% of a large load customer's applicable contract capacity. During the ramp period, the MBD is 80% of the contracted demand for the applicable month; after the ramp period, the MBD is 80% of the customer's maximum contracted demand. For a customer qualifying based on multiple sites that aggregate to greater than 100 MW, the MBD is calculated based on the sum of actual and contract load across all sites. (Exhibit A-1; Willis, 2T 31).

The Large Load Provision expresses that MBD obligation through a Minimum Monthly Charge ("MMC"), calculated using the MBD multiplied by the prevailing Rate Schedule D11 demand charges, plus actual energy charges, applicable fixed charges, and applicable surcharges. If the customer's actual demand in a month is less than the MBD, the customer is nevertheless assessed the MMC for that month. (Exhibit A-1; Willis, 2T 31-32).

The 80% MBD proposed by DTE Electric in this case aligns with the MBD approved in Case No. U-21859, the MBD included in DTE Electric's large load special contract approved by the Commission in Case No. U-21990, and the MBD approved by the Commission in its October

1, 2026 Order in Case No. U-22058 (“October 1 Order”). (Willis, 2T 55-56; November 6 Order, pp. 108-109; December 18 Order, p. 33; October 1 Order, p. 107). These decisions support the conclusion that an 80% MBD, considered together with the applicable contract term and other customer protections, reasonably supports recovery of the costs and investments necessary to serve large load customers and protects other customers from the potential risk of stranded costs associated with serving large load customers.

- *Minimum Billing Demand – Intervenor Positions*

AG-NS is the only party to dispute the reasonableness of the 80% MBD provision. Despite acknowledging the Commission’s decision in Case No. U-21859, Witness Havumaki recommends that the Commission increase the MBD to 90% of contract capacity, arguing that DTE Electric’s MBD and MMC proposal is “deficient and risks under-recovering the fixed costs associated with serving large load customers, which could result in cost-shifting.” (Havumaki, 2T 329). AG-NS effectively takes the position that “any level under 100% of contract capacity creates some risk of cost shifting” and points to two discrete examples of other jurisdictions approving 90% or higher MBDs. (Havumaki, 2T 329).

DTE Electric continues to support the 80% MBD as protective and consistent with directly relevant Commission precedent, as well as reflecting the proper balance of utility and customer interests. As the Commission determined in Case No. U-21859, when “[c]ombined with the minimum contract term, . . . an 80% MBD reasonably balances Consumers’ and ratepayers’ interests in ensuring sufficient financial support for the necessary investments and large load customers’ interests in flexibility and a fair assessment of the risk.” (November 6 Order, p. 109).

The Commission recently reaffirmed that conclusion in Case No. U-22058, rejecting the AG’s recommendation for a 90% MBD and finding DTE Electric’s proposed 80% MBD reasonable. October 1, 2026 Order in Case No. U-22058, p. 107. Although Case No. U-22058

involved a customer-specific agreement and a separate evidentiary record, the Commission's determination provides further support for approving the same 80% MBD proposed here, particularly when considered together with the Large Load Provision's minimum contract term and other customer protections.

Company Witness Willis also addressed the Kentucky and Wisconsin authorities footnoted by Witness Havumaki and explained why they do not establish that DTE Electric's proposed MBD is unreasonable. Specifically, Witness Willis explained that the Kentucky order appears to have other substantially different requirements, including a collateral requirement of only 24 months of bills, and the Wisconsin decision of 100% MBD only applies to "Transmission Service" and not broadly to all demand charges as Witness Havumaki appears to propose for DTE Electric. (Willis, 2T 56).

Those materially different tariff structures do not demonstrate that the Commission should depart from its directly relevant Michigan precedent. Nor does AG-NS identify what particular risk a 90% MBD would address that is not reasonably mitigated by the proposed 80% MBD when considered together with the Large Load Provision's minimum contract term, termination payment, and collateral requirements. The Commission should therefore give no weight to these decisions from other jurisdictions and reject AG-NS's recommendation to increase the required MBD from 80% to 90%.

AG-NS Witness Havumaki also recommends expanding the MMC to include minimum energy revenues on the basis that DTE Electric "appears to recover a portion of its fixed costs through energy rates and riders." (Havumaki, 2T 330-331). Witness Havumaki points to I&M's proposed tariff, which included a minimum energy component to support his position. As Company Witness Willis explains, expanding the MMC to include energy-related revenue is

unnecessary, as energy-driven costs roughly equal energy-based recovery when DTE Electric's current base fuel and purchased power expense (3.368 cents/kWh) is compared to the approved Rate Schedule D11 transmission non-capacity energy rates (3.41 cents/kWh). (Willis, 2T 58). Therefore, Company Witness Willis concludes that no gap exists between energy-related cost causation and energy-based recovery that would justify adding a minimum energy component to the MMC.

The Company's approach is also consistent with the demand-based MMC methodology, with no minimum energy component, approved by the Commission in Case No. U-21859, the DTE Electric special contract in Case No. U-21990, and the DTE Electric special contract in Case No. U-22058. The proposed Large Load Provision, as set forth in Exhibit A-1, does not exclude the customer's actual energy charges from the monthly bill; rather, it includes actual energy charges in the MMC calculation but does not impose a minimum assumed quantity of energy consumption.

AG-NS does not identify DTE Electric-specific evidence demonstrating that the proposed MMC would under recover energy-related costs or that I&M's differently structured proposal provides a more reasonable methodology for DTE Electric. The Commission should evaluate DTE Electric's proposal based on DTE Electric's rates, costs, tariff structure, and the evidence presented in this record.

Accordingly, the Commission should reject AG-NS's recommendation to add a minimum energy-revenue component to the MMC and should approve the proposed MBD and MMC provisions in Exhibit A-1.

D. Customer Changes to Contracted Capacity

Under the proposed Large Load Provision, each large load customer will negotiate a contract capacity and generally must maintain its load within that capacity. However, the Large

Load Provision also provides that the Company will make reasonable efforts to serve load exceeding the negotiated contract capacity, provided that the overage does not persist in more than three of twelve months on a rolling basis and does not exceed the contract capacity by more than 5%. If the Company is able to serve an overage, the customer will be responsible for all incremental costs of accommodating the overage. The Company may decline at any time to serve an overage if the Company determines that doing so is necessary to protect system integrity. (Ex. A-1).

If an overage persists for more than three months or exceeds the contract capacity by more than 5%, the Company may, in its sole discretion, increase the customer's contract capacity to reflect that load. (Willis, 2T 31). The record establishes that the proposed Large Load Provision's treatment of load exceeding a customer's negotiated contract capacity is reasonable and in the public interest.

- *Contract Capacity Changes – Intervenor Positions*

GLREA Witness Richter recommends that the Commission either remove the overage provision entirely or rewrite it. Witness Richter proposes that “[t]he cap should be the lessor of: 5% of the customer's contracted capacity, or 50 MW, and be restricted to the nine non-summer months, as defined in MISO capacity auctions.” (Richter, 2T 190). Witness Richter notes that the Company's proposed provision differs from the tariff approved in Case No. U-21859, because that tariff did not include a similar provision addressing load exceeding contract capacity. (Richter, 2T 181). He also argues that allowing a customer to exceed its contract capacity by as much as 5% for up to three of twelve months poses risks to system reliability as data centers are increasingly exceeding 1 GW in size. (Richter, 2T 189-190). Witness Richter also objects to the fact that the 5% cap derives from the customer's contracted capacity rather than an analysis of grid impacts. (*Id.*). Witness Richter further objects that the provision does not “differentiate between excess load in the peak summer months vs. excess load the rest of the year.” (*Id.*).

The Commission should reject GLREA Witness Richter's recommendation because the Company's proposed tariff already addresses all his stated concerns. As Witness Willis testified in rebuttal, the Large Load Provision "Availability of Service" section provides that "[t]he Company will make reasonable efforts to serve load beyond the negotiated contract capacity to the extent that the excess load does not persist in more than three of twelve months on a rolling basis and does not exceed the contract capacity by more than 5%. Should the Company be able to serve an overage, the customer will be responsible for all incremental costs of DTE Electric serving the overage. Should the overage persist for more than three months or exceed 5%, the Company may, in its sole discretion, increase the contract capacity to reflect that load. Most importantly, the Large Load Provision provides that, "[a]t any time, the Company may decline to serve the overage if it is necessary to protect system integrity." (Ex. A-1; Willis, 2T 47).

Thus, the proposed provision limits an overage in both duration and magnitude and does not create an unconditional right to receive service above the customer's negotiated contract capacity. The Company retains discretion to determine whether it can accommodate the overage and may decline to serve it whenever necessary to protect system integrity. The Company's ability to decline to serve an overage directly addresses GLREA's MISO summer capacity concerns and any future seasonal reliability considerations. The Commission should therefore reject Witness Richter's recommendation and approve the Company's proposed overage provision in Exhibit A-1.

ABATE Witness Dauphinais in rebuttal also disagrees with Witness Richter's recommendation that any increase in contract capacity should be precluded under the Large Load Provision. Instead, Dauphinais recommends that any reset of a Large Load Provision customer's contract capacity resulting from operation above its contracted capacity should be subject to

Commission review and approval, rather than being implemented by the Company pursuant to the tariff. (Dauphinais, 2T 158).

The Company does not agree with Witness Dauphinais' recommendation. The proposed Large Load Provision expressly provides that, if an overage persists for more than three months or exceeds contract capacity by more than 5%, the Company may, in its sole discretion, increase the customer's contract capacity to reflect that load. The proposed tariff does not condition a contract capacity increase made under that authority on separate Commission review or approval. Categorically requiring a separate filing for every tariff-authorized increase would add a condition not included in the proposed tariff and could unnecessarily subject comparatively modest capacity increases to an additional approval process even where the increase remains governed by the approved Large Load Provision and the customer's existing contractual terms. The Commission should therefore reject ABATE's proposed mandatory review requirement and approve the contract capacity language in Exhibit A-1 as proposed.

GLREA Witness Richter separately recommends the Commission direct the Company to include an option allowing a large load customer to request a one-time 10% reduction in contract capacity consistent with the Commission's Order in U-21859, or, in the alternative, remove all existing contract reduction language from D11 entirely (Richter, 2T 183). Witness Richter objects to the current D11 contract reduction language prohibiting decreases in contract capacity during the term "unless there is a specific reduction in connected load," asserting that this provision is "vague and open-ended" and could increase the risk of stranded costs if a data center pulls equipment out of service and reduces its contracted capacity. (Richter, 2T 182-183).

The Commission should reject Witness Richter's proposal to modify the Large Load Provision to allow for a one-time reduction of 10% of contract capacity. Witness Richter has not

established that the provision approved in Case No. U-21859 should be imported into DTE Electric's proposed Large Load Provision or that the circumstances supporting that provision are present here. Moreover, his alternative recommendation would require the Commission to amend existing Rate Schedule D11 language that is not at issue in this proceeding and that applies beyond the proposed Large Load Provision. The record provides no basis for such a broader tariff revision.

As Witness Willis testified in rebuttal, the Company will need to ensure that available resources and infrastructure are sufficient to serve the original contracted load, and the customer's original contract capacity therefore should remain the basis for the Company's resource and infrastructure planning and the customer's contractual obligations. (Willis, 2T 48). Allowing a customer to reduce that obligation after the Company has planned and secured the resources and infrastructure necessary to serve the contracted load may shift to other customers the risk associated with capacity reserved for that customer. The Company also proposes clarifying language in response to AG-NS below that addresses the application of the existing contract capacity reduction provision without creating a new unilateral reduction right.

In contrast to GLREA, AG-NS Witness Havumaki recommends that the Company modify the Large Load Provision to make explicit that reductions in contract capacity are not permitted. (Havumaki, 2T 330). Witness Havumaki states that the Company clarified in discovery that customers cannot reduce contract capacity during the contract term, but the tariff language does not expressly state this prohibition. (*Id.*)

The Company agrees in part with AG-NS's recommendation. As Company Witness Willis testified in rebuttal, Witness Havumaki's proposal is generally reasonable. (Willis, 2T 48). However, the Company recommends that any clarifying language be included specifically in the Large Load Provision and apply only to customers taking service under that provision. This

approach would provide the requested clarity without altering the terms applicable to other customers taking service under Rate Schedule D11. (*Id.*) Should the Commission adopt this clarification, the Company proposes the following language be added to the “Availability of Service” section: “Contract capacity may not be reduced during the term of the contract.” (*Id.*).

For the foregoing reasons, the Commission should adopt the Company’s proposed contract capacity language, reject Witness Richter’s proposed revisions, and direct the Company to incorporate Witness Havumaki’s proposed revision specifically into the Large Load Provision portion of D11. The Company’s proposal—which adds Witness Havumaki’s request for explicit language articulating that contract capacity may not be reduced during the term of the contract—would expressly provide that contract capacity may not be reduced during the contract term. It thus provides the clarity requested by AG-NS while preserving the existing D11 language applicable to customers that do not take service under the Large Load Provision. This approach reasonably balances the need for a firm customer commitment with appropriate tariff clarity and supports the Company’s ability to plan for the resources and infrastructure necessary to serve the customer’s contracted load.

E. Collateral and Credit Terms

The Company’s proposed Large Load Provision includes reasonable credit and collateral requirements designed to protect other customers from the risk of stranded costs in the event of a large load customer default. The proposed default collateral requirement is equal to 100% of the termination fee. Permitted forms of collateral include a letter of credit, cash, a parent guarantee, or a combination thereof. Company Witness Willis explains that prospective large load customers are not homogenous, and that the Company may, at its sole discretion, agree to a lower collateral requirement based on the specific risk profile of a given customer. Ultimately, the appropriate form

and amount of collateral will be determined on a case-by-case basis based on the customer's creditworthiness and specific risk profile. (Willis, 2T 33, 49-51).

- *Collateral Requirements – Staff and Intervenor Positions*

Staff and intervenors challenge two aspects of the Large Load Provision's collateral and credit requirements: (1) whether parent guarantees should be included as a default collateral option; and (2) whether the Company should bear responsibility for any collateral shortfall in the event of a customer default. Staff, AG-NS, and ABATE generally recommend excluding parent guarantees from the default collateral options. (Willis, 2T 49).

Staff Witness Pung recommends that the Commission assert review and approval authority over any collateral less than the applicable termination fee amount and for any use of parent guarantees. Witness Pung recommends removing "sole" from the Company's proposed discretion language and specifying that any exercise of discretion is subject to Commission review and approval. Witness Pung further recommends limiting the default acceptable forms of collateral, consistent with Case No. U-21859, to a standby irrevocable letter of credit or cash—and that the parent guarantee be removed from the tariff as a default collateral option. (Pung, 2T 352).

AG-NS Witness Havumaki supports the Company's proposal to require collateral equal to the termination fee but recommends that "any modifications to the amount of collateral required should be subject to Commission review on a case-by-case basis." (Havumaki, 2T 327). Witness Havumaki also recommends that the Commission exclude parent guarantees from the acceptable forms of default collateral. (Havumaki, 2T 328).

ABATE Witness Dauphinais argues that the Company's credit and collateral proposal is "highly problematic" despite the default requirement for collateral equal to 100% of the termination fee. He recommends that the Commission: (i) not allow DTE Electric to reduce a customer's collateral requirement to less than 50% of the customer's termination fee; and (ii) not

permit the use of parent guarantees unless DTE Electric seeks and receives Commission approval. (Dauphinais, 2T 120-121).

GLREA comments more generally that the Commission could require a percentage of the exit fee as collateral in cash or irrevocable letter of credit and, in this circumstance, increase the collateral amount to 100% of the exit fee. GLREA alternatively suggests that the Commission could give the Company control over the amount and type of collateral accepted but hold the Company fully liable if the collateral is insufficient. (Richter, 2T 187-188).

The Company disagrees with these recommendations, which are primarily anchored in the differing collateral-related determinations approved in Case No. U-21859. The Company's proposal should instead be evaluated in light of its materially more stringent default collateral amount. Notably, the November 6 Order requires only 50% of the termination fee to be collateralized, whereas DTE Electric proposes a default collateral requirement equal to 100% of the termination fee. (November 6 Order, p. 112; *see also* Willis, 2T 51). Indeed, DTE Electric could have proposed a collateral requirement equal to the 50% default approved in Case No. U-21859, but instead proposed 100% because that default expectation of 100% collateral provides greater protection to other customers. (Willis, 2T 51).

The Company's proposal to include parent guarantees among the permitted forms of collateral is also reasonable and should be approved. As Witness Willis explains, the Company's proposal provides for an assessment of the appropriate form of collateral, which may include cash or a letter of credit when appropriate to mitigate credit risk. (Willis, 2T 51-52). The proposal does not presume that a parent guarantee, or any other form or amount of collateral, will be appropriate in every instance. (*Id.*) Whether a parent guarantee is ultimately appropriate, and to what extent,

will be determined on a case-by-case basis based on the credit quality and risk profile of the individual customer. (*Id.*)

The Company also disagrees with parties' suggestions that the Commission should preemptively assign collateral shortfall risk to DTE Electric in this generally applicable tariff proceeding. Staff Witness Pung recommends that, "if the Company determines that the specified collateral is not sufficient to cover the full amount of the remaining financial exposure associated with the customer's contract that the Company bear responsibility for any remaining liability." (Pung, 2T 353-354, citing December 18 Order, p. 41). Witness Pung relies on the Commission's treatment of collateral insufficiency in connection with the special contracts in Case No. U-21990. (Pung, 2T 353-354).

AG-NS Witness Havumaki similarly suggests that "in the event of large load customer default where collateral is insufficient and results in the Company incurring stranded asset costs, the Commission should not permit cost recovery for these stranded assets from other customers." (Havumaki, 2T 328).

As an initial matter, Staff conditions its collateral shortfall recommendation on Commission approval of parent guarantees and asks the Commission to address this issue in a manner consistent with the December 18 Order. (Pung, 2T 353). But the December 18 Order is not the appropriate reference point in this case. Case No. U-21990 involved the *ex parte* review of customer-specific contracts, collateral arrangements, and related circumstances. The Commission's allocation of collateral shortfall risk in that context does not govern a generally applicable tariff addressing customers whose identities, credit profiles, and contractual arrangements are not yet known. (Willis, 2T 53).

The Commission's October 1, 2026 order in Case No. U-22058 does not require a different result. In that case, the Commission assigned the risk of collateral insufficiency to the Company based on the specific terms of the applicable special contracts and the Company's express commitment on that record that any collateral shortfall would not be shifted to other customers. (October 1 Order, pp. 113-116). The Commission also required a future review of the collateral amounts and termination payments under those particular special contracts within three years after completion of the customer's load ramp. (*Id.*, pp. 116, 141). Those customer-specific findings, however, do not establish that the same risk allocation should be imposed preemptively on every customer taking service under a generally applicable tariff, regardless of that customer's creditworthiness, collateral arrangement, or circumstances at the time of a default.

To the extent applicable precedent exists for generally applicable large load tariffs, it is the Commission's November 6 Order in Case No. U-21859. Importantly, neither the Commission's order in that case nor the resulting tariff include language preemptively assigning collateral shortfall risk to the utility. (Willis, 2T 53). The November 6 Order instead provides:

If either the default collateral or an approved alternative collateral amount is insufficient in the event of a default and results in Consumers incurring stranded costs, and if Consumers then seeks recovery of the stranded costs, then the Commission will address recovery of those stranded costs at that point in time. (November 6 Order, p. 113).

That approach is more reasonable and appropriate for a generally applicable tariff because it preserves the Commission's ability to evaluate the facts surrounding any future default, including the customer's credit profile, the credit support obtained, the Company's administration of the agreement, mitigation efforts, and the prudence of the Company's decisions. (Willis, 2T 53-54). It is unnecessary and unreasonable for the Commission to preemptively assign the risk of a future large customer default in this generic Large Load Provision tariff proceeding—especially considering that the Commission (or a future Commission many years from now) retains its

authority to determine appropriate ratemaking and recovery treatment of any future costs resulting from a customer default, if it occurs. (Willis, 2T 54). The Commission should therefore reject the recommendations to assign collateral shortfall risk in advance and follow the case-specific approach established in the November 6 Order.

F. Termination Fee and Notice Requirements

The Large Load Provision reasonably and prudently establishes termination fee and notice requirements that protect the Company's other customers from the risks associated with a large load customer's early termination or non-renewal of service. The proposed termination fee structure, collateral requirements, and notice periods work in concert to ensure that if a large load customer ceases taking service prior to the end of its 15-year contract term, the Company and its other customers are not left bearing unrecovered costs. The separate notice requirement for non-renewal also provides the Company sufficient advance notice to plan for the expiration of the customer's contractual commitment. (Willis, 2T 33).

The Large Load Provision establishes a termination fee initially calculated using fifteen years of MBD based on the customer's maximum contracted capacity. During the ramp period, the early termination fee equals the MBD associated with the contracted ramp schedule plus fifteen years of MBD based on the full load ramp. (Willis, 2T 32). After completion of the load ramp and during the contract term, the customer would be subject to an early termination payment based on the MBD multiplied by the greater of (1) the number of months from the early termination date to the fifteenth anniversary of the customer achieving full load, or (2) 24 months. For example, a customer terminating the contract in year five following the ramp period would be subject to a termination fee equivalent to ten years of its MBD. The fee also applies during contract extension periods if the required notice of contract termination has not been provided. The termination fee is

subject to negotiation and, by agreement between the Company and the customer, may exceed fifteen years of MBD. (*Id.*)

The Company's Large Load Provision also establishes distinct minimum notice periods for customers seeking to terminate their contract for service prior to the end of the term as well as for customers that decline to renew their contract. First, the Company proposes a required minimum notice period of two years for elective early termination. When a customer gives notice of termination, it will be responsible for the applicable termination fee, subject to the two-year minimum described above. The Company and the large load customer may agree to a different termination notice period, provided that it shall in no case be less than two years. (Willis, 2T 33). Should a customer decline to renew its power supply agreement at the end of the initial term, the customer must provide the Company with a minimum of three years' notice prior to the automatic five-year extension term. No termination fee would be assessed for non-renewal at the end of the contract term where timely notice is provided. (*Id.*)

▪ *Termination Fee –Intervenor Positions*

AG-NS Witness Havumaki recommends that the notice period for contract non-renewal (currently proposed as three years) and the notice period for elective early termination (currently proposed as two years) should be the same and recommends that both notice periods should be set at four years. He explains that a four-year period aligns with the notice period for termination of service approved by the Commission in Case No. U-21859. (Havumaki, 2T 332). AG-NS Witness Havumaki also recommends that the termination fee be calculated as the product of the minimum monthly charge and the number of months remaining in the contract term, inclusive of any extension period, where that time exceeds two years. (Havumaki, 2T 333). Havumaki states that

this recommendation is also intended to align with the tariff approved in Case No. U-21859. (*Id.*) He nonetheless supports the Company's proposed floor of two years of minimum bills. (*Id.*)

In response to AG-NS Witness Havumaki, the Company does not object to aligning the non-renewal and early termination notice periods. (Willis, 2T 61). The Company disagrees, however, that a four-year notice period is necessary. The three years proposed by the Company is an appropriate length of time for a customer to provide notice. If the two notice periods are aligned, they should be aligned at three years, not four. Regardless of whether the notice periods are aligned, the termination fee is separately calculated and would not change based merely on a change in the termination notice period. (Willis, 2T 61).

Further, the Commission should reject Witness Havumaki's proposal to adopt the remaining-months termination fee methodology from the Case No. U-21859 tariff, as there are important differences between the Company's proposed termination fee design and the overall financial protections approved in the November 6 Order. As Company Witness Willis explains, the termination fee must be considered in the context of the corresponding collateral requirements, not as a standalone matter. (Willis, 2T 62). Because the respective collateral requirements differ between the Company's proposal and the tariff approved in Case No. U-21859, changing the termination fee methodology would also change total collateral. (*Id.*)

The Company's proposed default amount for collateral, which no party takes issue with, is equal to 100% of the termination fee. The termination fee itself begins with a 15-year basis and gradually decreases to a minimum of two years (unless a more stringent fee is agreed upon by the Company and a customer). By contrast, the November 6 Order requires collateral equal to only 50% of the termination fee, with the default termination fee effectively equal to 15 years at the

beginning of the term, given the minimum contract term and the remaining-months-times-MBD construct. (Willis, 2T 62).

	DTE Proposed	U-21859 Order
Default Collateral	100%	50%
Termination Fee	Initial 15 years	Remaining months
Minimum Contract Term	15 years	15 years

(See Willis, 2T 63).

Assuming a minimum fifteen-year contract for each approach, the initial termination fee basis under the two approaches is effectively the same while the Company’s default collateral requirement under the Large Load Provision is materially higher. Looking beyond the standard minimum term, however, expanding the termination fee to a remaining-months basis would potentially impair the Company’s ability to secure contracts longer than 15 years. A hypothetical 20-year contract under the Company’s Large Load Provision would require almost three times the collateral required under the default Case No. U-21859 framework. Modifying the Company’s termination fee as proposed by AG-NS Witness Havumaki is, therefore, unreasonable and, given the total collateral requirements approved in Case No. U-21859, unnecessary. Hence, the Commission should reject this proposal and adopt the Company’s proposed basis for the termination fee. (Willis, 2T 63).

ABATE Witness Dauphinais recommends that the Commission require revisions to the Large Load Provision to clarify that the applicable termination fee will be not less than fifteen years of MBD plus the applicable ramp. (Dauphinais, 2T 135). He argues that, as written, Exhibit A-1 contains a discrepancy because it describes the fifteen-year termination fee as a maximum rather than a minimum. Specifically, he notes that Exhibit A-1 provides that the applicable termination fee “will be up to fifteen years of minimum billing demand (plus applicable ramp),”

whereas Company Witness Willis describes the fee as an initial termination fee of fifteen years of MBD and states that the fee is subject to negotiation and “may exceed the minimum of fifteen years of MBD.” (Dauphinais, 2T 134). Witness Dauphinais contends that the tariff as drafted would both bar the Company from negotiating a longer termination fee where the incremental investment warranted one and arguably permit the Company to agree to a termination fee of less than fifteen years of MBD. (*Id.*)

Witness Dauphinais also recommends that the Commission require the Company to include in each Large Load Provision ex parte filing a demonstration that the proposed termination fee and collateral would cover any remaining unrecovered incremental costs incurred to serve the large load customer. (Dauphinais, 2T 115, 129-130).

The Company does not agree with Witness Dauphinais’ characterization of the proposed Large Load Provision language. The relevant tariff language provides that “the applicable termination fee will be up to fifteen years of minimum billing demand (plus applicable ramp) as described below. . . . After the ramp period, the termination fee is the greater of the remaining MBD multiplied by the prevailing demand charges through year fifteen of the post ramp contract term, or two years of MBD multiplied by the prevailing demand charges.” (Willis, 2T 81). Read as a whole, this language establishes a default termination fee methodology based on the first fifteen years following the ramp period, subject to a two-year minimum. However, the Company has no objection should the Commission find it appropriate to include clarifying language within the termination fee section of the Large Load Provision stating that “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.”⁵ (Willis, 2T 81).

The Company also opposes ABATE Witness Dauphinais' recommendation that the Company demonstrate in each large load customer *ex parte* filing that the termination fee and collateral are sufficient to recover all remaining unrecovered incremental costs. The Company does not oppose making an *ex parte* filing before each customer subject to the Large Load Provision, as further addressed in Section VI.A of this brief, but contends that the actual sufficiency of collateral and the appropriate treatment of any resulting shortfall is most appropriately addressed at the time of a default, should one occur. (Willis, 2T 73-74). The *ex parte* filing should demonstrate compliance with the Commission-approved Large Load Provision, including that the customer's termination fee and collateral have been established in accordance with the approved tariff. It need not establish in advance that those protections will recover every potentially unrecovered incremental cost under every hypothetical future default scenario. ABATE's recommendation should be rejected.

G. CIAC and Allowance for Large Load Customers

The Company's proposed Large Load Provision includes a modified contribution in aid of construction (“CIAC”) allowance designed to reflect the unique nature of serving large load customers while generally aligning with the Company's current CIAC policy. Typically, a customer pays a CIAC to cover the cost of the infrastructure needed for interconnection less an allowance credited to the customer based on the customer's load. Existing CIAC allowances are developed based on the characteristics of average commercial and industrial customers and

⁵ Such clarification would resolve any perceived tension between the phrase “up to fifteen years” and Company Witness Willis' testimony that the parties may negotiate a termination fee exceeding the default fifteen-year basis, without adopting ABATE Witness Dauphinais' broader characterization of the tariff.

average revenue less fuel cost, depending on the size of the customer and applicable rate schedule. For Rate Schedule D11, the allowance is based on the revenues of all primary, subtransmission, and transmission voltage customers. However, transmission voltage customers are assessed lower rates than D11 customers taking service at primary or subtransmission voltage, on average. For customers taking service under the Large Load Provision, the Company proposes an allowance of up to twice the customer's expected annual distribution revenue. This approach better aligns the CIAC allowance with the customer's expected distribution revenue and supports the reasonable recovery from the large load customer of investments initially supported by other customers. (Willis, 2T 34-35).

- *CIAC Allowance – Intervenor Proposals*

AG-NS Witness Havumaki recommends that the Company not grant any CIAC allowance to new large load customers because doing so would be inconsistent with the November 6 Order and because the Company has not demonstrated that the CIAC allowance is warranted. (Havumaki, 2T 334). Witness Havumaki further argues that, like the Commission's finding in the November 6 Order, issues concerning CIAC and cost allocation should be determined in a rate case based on a cost-of-service study. (*Id.*) Finally, Witness Havumaki asserts that the Commission should not approve the proposed CIAC allowance because “*any* allowance for CIAC risks shifting a portion of interconnection costs onto other customers.” (*Id.*) (emphasis added).

The Commission should reject Witness Havumaki's recommendation to eliminate the CIAC allowance for large load customers and should adopt the Company's proposal. First, the Company's currently approved CIAC policy calculates allowances based on the blended revenues of customers taking service under the applicable D11 rate schedule and not solely by reference to the customer's service voltage. (Willis, 2T 76). Consequently, if a large customer were to receive service under the existing policy, without the Company's proposed change, it would be eligible

for a substantial CIAC allowance. (*Id.*) For example, a 500 MW customer on Rate Schedule D11 would be offered between \$54 million and \$274 million *more* in CIAC allowance under the Company's existing and approved policy than under the Company's proposed Large Load Provision. (Willis, 2T 76–77). Therefore, relative to the Company's current policy, the proposed CIAC allowance applicable to large load customers significantly reduces the amount of interconnection investment potentially borne initially by other customers.

Second, the Company's proposal is not inconsistent with the November 6 Order. (Willis, 2T 77). Although the Commission addressed broader questions concerning the application of CIAC and recovery of interconnection costs in Case No. U-21859, the Company does not ask the Commission to resolve those broader policy questions here. (*Id.*) Instead, the Company seeks to reduce the allowance that would otherwise be available under its current CIAC policy to a more appropriate level for large load customers. Broader questions regarding the applicability and design of CIAC are better suited for consideration in a future general rate case. (*Id.*)

ABATE Witness Dauphinais identifies what he characterizes as an ambiguity in the proposed CIAC terms in Exhibit A-1. Specifically, ABATE Witness Dauphinais notes that Company Witness Willis describes an allowance of up to twice the customer's expected *annual* distribution revenue, while Exhibit A-1 omits the word "annual," providing instead for allowances "up to two times their expected distribution revenue based on the contracted demand and prevailing rates." (Dauphinais, 2T 136-37; Willis, 2T 80-81). Witness Dauphinais contends that, read literally against a fifteen-year minimum contract term, the tariff language could produce an allowance equal to thirty years of expected distribution revenue, which would undermine the protection that DTE Electric seeks to provide. (Dauphinais, 2T 136-137). Witness Dauphinais recommends that the Commission require that language in Exhibit A-1 be revised to refer to two

times the customer's expected annual distribution revenue, consistent with Witness Willis' testimony. (*Id.*)

In response, the Company does not object to including the word "annual" in the revenue basis for calculating the CIAC allowance in the Large Load Provision. (Willis, 2T 82). The Commission should therefore approve the Company's proposed CIAC methodology with that clarification. Specifically, the relevant language should provide for an allowance of "up to two times the customer's expected annual distribution revenue based on the contracted demand and prevailing rates." This clarification conforms Exhibit A-1 to Witness Willis' testimony and eliminates the ambiguity identified by Witness Dauphinais without changing the substance of the Company's proposal.

H. Administrative Fee

The Company proposes a tiered administrative fee structure designed to recover the costs of evaluating prospective large load customers and to dissuade speculative inquiries. (Willis, 2T 35–36). The Company proposes charging a fixed administrative fee of \$100,000 for customers with contracted capacity exceeding 100 MW but less than 200 MW, and \$250,000 for customers with contracted capacity of 200 MW or greater. (Willis, 2T 35–36). The fixed fee amount serves the dual purpose of ensuring proper cost recovery and discouraging speculative exploration of potential large load capacity commitments. As Company Witness Willis explained, "the presence of the administrative fee may dissuade speculative customers from seeking one or more studies upon which they do not intend to act." (Willis, 2T 35).

The Company's fixed administrative fee creates an appropriate financial threshold that ensures only serious prospective customers pursue interconnection studies and other evaluative work. If prospective customers know that some or all of the fee may be refunded, the deterrent

effect is diminished, potentially exposing the Company to a higher volume of speculative inquiries that consume administrative resources. The Company's proposal is reasonable and protects other ratepayers by ensuring that prospective large load customers—not existing customers—bear the costs of evaluating potential service arrangements.

The lower tier of the administrative fee is consistent with the \$100,000 administrative fee approved in the November 6 Order. (Pung, 2T 351). The higher tier for customers at or above 200 MW reflects the greater complexity and resource demands associated with evaluating larger prospective loads.

- *Administrative Fee – Staff and Intervenor Positions*

Staff Witness Pung testified that Staff “has no concern with the amounts and thresholds proposed by the Company,” but recommends that “the administrative fee amount charged to the customer be reconciled to actual costs upon completion of all projects associated with serving that customer.” (Pung, 2T 351). Witness Pung asserted that a reconciliation clause would “protect prospective large customers from being overcharged for costs they did not incur” and “also protect all other ratepayers from subsidizing the projects required to explore serving large load customers.” (Pung, 2T 351). Staff further noted that this recommendation is consistent with the administrative fee method the Commission approved in Case No. U-21859. (Pung, 2T 351).

AG-NS Witness Havumaki similarly recommends reconciling the administrative fee to actual costs. This approach would ensure that the costs of evaluating prospective large load customers are neither over-recovered from those customers nor shifted to other ratepayers. (Havumaki, 2T 335-336). Witness Havumaki also noted that DTE Electric's proposed administrative fee differs from the tariff approved in Case No. U-21859 in that it would not be reconciled to actual administrative expenses. (Havumaki, 2T 320).

The Commission should reject the proposals from Staff and AG-NS and approve the Company's proposed fixed administrative fee structure without a downward reconciliation mechanism. As Company Witness Willis explained in rebuttal, the purpose of the administrative fee "is in part to dissuade highly speculative interest from potential large load customers." (Willis, 2T 65). While the Company "appreciates the perspectives of Staff and AG-NS that the Company's other customers are not left with the costs of administering studies or other evaluative work," the administrative fee's "ability to dissuade speculation is significantly reduced when the costs are subject to downward reconciliation." (Willis, 2T 65). Therefore, the Commission should approve the administrative fee as proposed to fulfill the fee's dual purposes of cost-recovery and dissuading speculation.

ABATE Witness Dauphinais offered a distinct alternative, recommending "that the Commission require that the administrative fee operate as a non-refundable minimum deposit against the actual cost of the studies performed, with any cost in excess of the fee billed to the prospective customer." (Dauphinais, 2T 132). Under this approach, the proposed fee amounts would remain as non-refundable deposits, but any study costs exceeding those deposits would be billed to the customer, eliminating downward reconciliation while permitting recovery of costs that exceed the fee.

While the Company asserts that its current two-tiered fixed administrative fee is the most appropriate and reasonable method to achieve the fee's dual functions, should the Commission disagree with the Company's proposed fixed fee approach, the Company recommends that the Commission adopt ABATE Witness Dauphinais' alternative proposal. (Willis, 2T 65). Under this approach, the proposed administrative fees would operate as a non-refundable minimum deposit, with any costs exceeding those deposits billed to the requesting customer. This structure preserves

the deterrent effect of an upfront, non-refundable payment while ensuring that all actual study costs are recovered from the prospective customer rather than shifted to other ratepayers.

For the foregoing reasons, the Commission should approve the Company's proposed administrative fee structure. In the alternative, the Commission should adopt ABATE's recommendation to establish the proposed fees as non-refundable deposits with any excess costs billed to the prospective customer.

I. Updated Large Load Emergency Curtailment Procedures

The Commission's December 18, 2025, Order in Case No. U-21990 directed the Company to update its Emergency Electric Procedures to address the priority of large load customer curtailment during system emergencies. (Higgins, 2T 343). The Company filed proposed amendments to its Emergency Electric Procedures on March 18, 2026, in Case No. U-22059. Staff Witness Higgins recommended that if the Commission did not approve the Company's proposed amendments in Case No. U-22059, the Commission should require DTE Electric to amend the Large Load Provision of Rate D11 to include language addressing the Commission's concerns regarding large load curtailment identified in the December 18 Order. (Higgins, 2T 344–345).

▪ *Load Curtailment Procedures – Intervenor Positions*

GLREA Witness Richter relies on the Commission's directive concerning the curtailment priority applicable to the large load customer in Case No. U-21990 to support GLREA's two-tier curtailment-priority proposal. (Richter, 2T 231-233).

ABATE Witness Dauphinais recommends that the Commission reject Staff's recommendation presented by Witness Higgins because "subjecting all Large Load Provision customers to priority firm load shedding would also be unduly discriminatory[.]" (Dauphinais, 2T 149). He instead recommends that such a requirement be imposed only on a case-by-case basis and not to an entire customer class. (*Id.*). Similarly, Witness Dauphinais recommends that the

Commission reject GLREA Witness Richter’s assumption that large load customers will always be “first in load-shed priority” because that assumption does not reflect the conditions governing curtailment under the Company’s Emergency Electric Procedures. (Dauphinais, 2T 155).

Company Witness Willis responded that the Company does not substantively disagree with Staff’s position. However, the Company views Case No. U-22059 as the most appropriate proceeding in which to address revisions to the generally applicable Emergency Electric Procedures. (Willis, 2T 82-83).

Staff’s alternative recommendation is now moot. On August 27, 2026, the Commission issued an Order in Case No. U-22059 approving revisions to the Company’s Emergency Electric Procedures (“August 27 Order”). The approved procedures expressly apply to customers taking service under the Large Load Provision of Rate Schedule D11 and provide for such customers to be subject to firm-load shedding before other customers only as a measure of last resort and only if that shedding does not compromise system reliability and can prevent shedding the firm load of other DTE Electric customers. (August 27 Order, p. 2.) Accordingly, the generally applicable treatment of Large Load Provision customers during system emergencies has already been resolved and incorporated into the Company’s Rate Book. No additional language concerning emergency curtailment should be added to the Large Load Provision in this proceeding.

The Company also agrees with ABATE that the Commission should reject GLREA Witness Richter’s separate two-tier curtailment proposal. The Commission-approved Emergency Electric Procedures establish the circumstances and conditions under which Large Load Provision customers will be curtailed. GLREA’s proposal would unnecessarily overlay a different curtailment framework in Rate D11 and should be rejected.

J. Self-Generation and Demand Response Options

The Company addresses self-generation and demand response options through its existing Rate Book and through the commercial negotiation process for individual power supply agreements, rather than through prescriptive language in the Large Load Provision. Customers taking service under the proposed Large Load Provision have access to the range of service options otherwise available under Rate Schedule D11. These options include, but are not limited to, demand response programs described in the Company's Rate Book, as well as the option to take non-firm service by mutual agreement. (Willis, 2T 79-80).

This approach is not inconsistent with the November 6 Order, which did not require large load tariff provisions to prescribe specific self-generation or demand response options. Consistent with that framework, the Company addresses those options through its existing Rate Book and customer-specific commercial discussions. (Willis, 2T 79).

- *Self-Generation and Demand Response Options – Intervenor Positions*

GLREA Witness Richter asserts that “when negotiating power supply agreements DTEE has an informational advantage” and recommends that Staff hold discussions with prospective data center customers to ensure that they are aware of alternatives involving self-generation and demand response. (Richter, 2T 229). Alternatively, GLREA Witness Richter suggests that the Commission direct DTE Electric to include language in the Large Load Provision about large load customers' options for demand response, on-site generation with grid standby power (Rider 3), or on-site generation with no grid interconnection. (Richter, 2T 229).

Witness Richter also recommends that the Commission order the Company to create a customer option in the proposed Large Load Provision, or in a separate tariff, under which service would be non-firm and the large load customer would participate in a two-tiered demand response program. (Richter, 2T 233). Under this proposal, large load customers participating in a “tier-2”

demand response program would be called upon only after existing demand response customers (tier-1) have been dispatched but would not receive any reduction in their electric rates. (Richter, 2T 233-234). Witness Richter argues that this approach would allow the Company to register the customer's load flexibility as demand response in the MISO resource adequacy process, thereby reducing the need to acquire additional capacity. (Richter, 2T 233-234).

The Commission should reject each of Witness Richter's recommendations. First, Staff should not be required to participate in commercial negotiations between the Company and its customers. (Willis, 2T 78-79). While the Company's activities related to the provision of electric service are generally regulated, contract negotiations between the Company and a prospective customer are fundamentally commercial activities. (Willis, 2T 78). Witness Richter provides no basis for inserting Staff into those negotiations, particularly where prospective large load customers can evaluate available service options directly with the Company.

Second, the recommendation to include descriptions of demand response and self-generation options in the tariff is duplicative and unnecessary. (Willis, 2T 79). The Company already describes its demand response options in its Rate Book; potential large load customers are sophisticated and can explore these options during commercial discussions without duplicating them in the Large Load Provision. (Willis, 2T 79). For example, the Company's special contracts in Case No. U-22058 include a substantial demand response element, achieved without tariff language requiring that demand response be discussed or offered. (Willis, 2T 79). Further, prospective customers can review Rider 3 and seek clarification, if needed, from the Company. (Willis, 2T 79). Finally, a customer seeking to develop a site without a grid interconnection would be outside the purview of DTE Electric's service obligations and not served under its tariffs. (Willis, 2T 79).

The Commission should also reject Witness Richter's tier-2 demand response recommendation because customers already have the option to take non-firm service by mutual agreement. (Willis, 2T 79). Rate Schedule D11 expressly provides for service "subject to interruption by agreement" (Sheet No. D-48.01), which provides a mechanism for a customer and the Company to agree upon less-than-firm service without creating the separate tariff program proposed by Witness Richter. (Willis, 2T 79).

Moreover, the Commission's August 27 Order in Case No. U-22059 approved separate emergency procedures under which customers taking service under the Large Load Provision will be subject to firm load shedding prior to other customers as a measure of last resort, provided that the shedding (1) does not compromise system reliability and (2) can prevent shedding the firm load of other DTE Electric customers. (August 27 Order, p. 2). That emergency-curtailement procedure is distinct from a customer's voluntary election to take non-firm service or participate in demand response. It nevertheless further demonstrates that an additional two-tiered curtailment framework need not be added to the Large Load Provision. Given the existing availability of non-firm service by agreement, the availability of demand response options, and the Commission-approved emergency procedures, the Commission should reject GLREA Witness Richter's recommendation. (Willis, 2T 79).

In sum, the Company's existing Rate Book framework, combined with the flexibility provided through the commercial negotiation process for individual power supply agreements, allows large load customers to consider a range of self-generation, non-firm service, and demand response options. There is no need to add prescriptive or duplicative language to the Large Load Provision on these topics. The Commission should reject GLREA's recommendations and approve the Company's proposed Large Load Provision without modification on this issue.

K. Assignment of Large Load Provision Service Agreement

The Availability of Service section of the Large Load Provision addresses assignment of contract capacity and provides that the customer “shall not assign, transfer, or otherwise convey any portion of Contract Capacity to another party without prior written consent of the Company.” (Exhibit A-1).

ABATE Witness Dauphinais asserts that this language is deficient because it provides no standard governing DTE Electric’s consent and does not require an assignee to assume all the assignor’s obligations, satisfy the same creditworthiness assessment, or post collateral at least equal to assignor’s collateral. (Dauphinais, 2T 137). ABATE recommends modifying the Large Load Provision to impose those conditions and require that any assignment be reported in the annual Large Load Report. (*Id.*)

The Company disagrees that the assignment language is deficient or requires additional tariff conditions. The existing language protects the Company’s ability to evaluate a proposed assignment and withhold consent when appropriate. The Company therefore recommends that the Commission reject ABATE’s proposed additional conditions. The Company does not, however, object to identifying any assignments of Large Load Provision service agreements in an annual report if the Commission requires such reporting. (Willis, 2T 82).

VI. OTHER ISSUES

A. Commission Review of Individual Large Load Customer Agreements

Recognizing that DTE Electric’s proposed Large Load Provision will be approved by the Commission as part of generally applicable Rate Schedule D11, the Company’s Application did not propose Commission review of each future service agreement executed under the Large Load Provision. However, multiple parties recommend some form of customer-specific Commission

review after approval of the Large Load Provision. (Willis, 2T 70). GLREA Witness Richter proposes that all future power supply agreements be subject to Commission review in a contested case (GLREA Richter, 2T 191), while ABATE Witness Dauphinais and AG-NS Witness Havumaki recommend that the Commission require an *ex parte* filing before each new large load customer commences service, consistent with the Commission's findings and directives in Case No. U-21859. (ABATE Dauphinais, 2T 119; AG-NS Havumaki, 2T 337).

DTE Electric objects to GLREA's recommendation that future customer agreements entered into under the Large Load Provision should be filed with the Commission for approval in a contested case proceeding. The Company does not, however, oppose making an *ex parte* filing before each large load customer begins taking service under the tariff. The Commission's order in this proceeding will determine the generally applicable minimum terms governing qualifying large load customers under Rate Schedule D11. Once those terms are approved, a customer contract that complies with the approved tariff should not require a contested case merely because the customer is subject to the Large Load Provision. (Willis, 2T 71).

The Commission considered and rejected a proposal to require contested case approval in Case No. U-21859. The November 6 Order instead requires an *ex parte* filing before each large load customer begins taking service under that large load customer tariff. The filing must demonstrate compliance with the approved tariff and that the costs to serve the customer will not be borne by other customers, supported by any relevant modeling or cost-of-service studies. (Willis, 2T 71). That framework provides customer-specific Commission review without automatically requiring a contested case for every customer taking service under an approved tariff. The Commission also retained discretion under its rules to convert an *ex parte* matter into a contested case. (November 6 Order, p. 111, n. 11).

Consistent with the framework established in Case No. U-21859, the Company does not oppose making an *ex parte* filing before each customer subject to the Large Load Provision begins taking service. (Willis, 2T 73). As Company Witness Willis testified, and consistent with the Company's prior large load filings, the Company will present the anticipated costs and benefits of serving the new customer and demonstrate that the costs caused by serving that customer will not be borne by other customers. (Willis, 2T 73-74).

However, the Company does not agree that the *ex parte* filing should be required to include the additional demonstration proposed by Witness Dauphinais that the "proposed termination fee and collateral amount are sufficient to recover the remaining unrecovered incremental cost." (Willis, 2T 74). As explained in Section V.F above, the actual sufficiency of collateral and the appropriate treatment of any resulting shortfall are most appropriately addressed at the time of a default, should one occur. (Willis, 2T 74). The customer-specific filing should instead demonstrate that the proposed agreement complies with the Commission-approved Large Load Provision, including its requirements governing termination fees and collateral.

The Commission should approve the Company's commitment to submit *ex parte* filings for Commission review and approval of future service agreements entered into under the Large Load Provision consistent with the customer-specific framework established in Case No. U-21859. The Commission should reject GLREA's proposal to require a contested case for every agreement and ABATE's proposed collateral sufficiency demonstration.

B. Large Load Interconnection Study Process and Technical Standards

DTE Electric's proposed Large Load Provision addresses the commercial terms of service available for large load customers under Rate Schedule D11; however, the Company's proposed tariff modifications do not introduce new technical and reliability standards or prescribe details

around the study process for new large load interconnections. CEO and GLREA recommend that the Commission use this D11 tariff amendment proceeding to also prescribe detailed technical reliability requirements, require public or case-by-case disclosure of customer-specific studies and operating parameters, and establish a separate Commission-administered technical oversight process for future large load interconnections. As set forth below, the Company is actively engaged on these large load technical study requirements issues through other forums and has developed a comprehensive customer-specific Operating Parameters framework and study process separate from Rate Schedule D11 that appropriately addresses the reliability risks associated with serving large load customers. The Commission should reject intervenor proposals that would expand this tariff proceeding into a generic reliability standards proceeding.

- *The Company's Position on Customer-Specific Interconnection Studies and Developing New Large Load Technical Standards*

While not presented as part of the proposed Rate Schedule D11 Large Load Provision, the Company explained in testimony that it has established a technical study process and customer-specific operating requirements in response to new large load customer requests for service. Specifically, DTE Electric performs site-specific technical reviews and engineering studies that address power factor, load ramping, oscillations, voltage and frequency ride-through, harmonics, load shedding, telemetry, modeling, and other operating requirements for each individual large load customer. (Witkowski, 2T 93-94). DTE Electric also coordinates with ITC on studies necessary to evaluate reliable interconnection requirements in accordance with applicable planning criteria established by transmission network system operators such as ITC and MISO. (Witkowski, 2T 93). The results of those studies inform customer-specific Operating Parameters, which must be completed before initial energization of the customer's facility. (Witkowski, 2T 93-94).

All transmission voltage-connected large load customers requesting service under the Large Load Provision of Rate Schedule D11 would be subject to the Company's Operating Parameters framework, similar to the framework developed for the large customer in Case No. U-22058. (Witkowski, 2T 93). Once the technical reviews and reliability studies are completed, the study results are incorporated into an Operating Parameters document as part of the customer's power supply agreement or line extension agreement. (Witkowski, 2T 93-94). These service agreements allow the Company to ensure reliable operations and, if needed, to take appropriate action under Commission rules and the service agreements if a customer's operations deviate from prescribed operating requirements. (Witkowski, 2T 93).

The customer-specific Operating Parameters are developed based on the customer's facility design, load characteristics, point of interconnection, system topology, ITC/MISO coordination, applicable IEEE standards, and study results, rather than through one-size-fits-all reliability requirements. (Witkowski, 2T 94). The Operating Parameters framework identifies categories such as power factor, load ramping, load block oscillations, ride-through, harmonics, under-frequency load shed, manual load shed, and other operating parameters, with the study scope aligned to those categories and the applicable limits determined through studies for the individual customer's project. (Witkowski, 2T 93-94). Establishing an Operating Parameters framework prior to the pending MISO proposals going into effect demonstrates DTE Electric is taking a proactive customer-by-customer approach to addressing potential reliability risk of serving large load customers. (Witkowski, 2T 95).

- *Large Load Interconnection Study Process and Technical Standards – Intervenor Positions*

- **CEO Witness Shaver’s Recommendations**

CEO Witness Shaver recommends the Commission adopt three recommendations related to regulating DTE Electric’s large load interconnection study process and technical standards. (Shaver, 2T 307-308).

First, Witness Shaver recommends that the Commission order DTE Electric to provide to the Commission, in this docket, a detailed overview of how it will address the reliability impacts of large loads, including providing generally applicable requirements for ramp rate and voltage ride-through, and sample reports for the types of studies that would be conducted to ensure future large load customers are connected without introducing reliability risks. (Shaver, 2T 307).

Second, Witness Shaver recommends that, until NERC and MISO requirements are in effect, the Commission order DTE Electric to provide finalized copies of operating parameters and study results in each docket where the Company seeks to serve a new large load customer under the Large Load Provision, along with a detailed explanation of how the chosen parameters adequately address the reliability risks of that customer. (Shaver, 2T 307-308). Witness Shaver further recommends that the Commission develop a plan to ensure that Commission Staff have the necessary resources to review these documents. (Shaver, 2T 308).

Third, Witness Shaver recommends that, following the implementation of NERC and MISO standards, the Commission order DTE to file documentation in this docket to assure the Commission and stakeholders that it is appropriately following and applying those new technical requirements. (Shaver, 2T 308). Because such NERC and MISO requirements may not apply retroactively, Witness Shaver further recommends that the Commission evaluate whether to

require DTE Electric to apply those requirements retroactively to existing, planned, or under-construction large loads. (Shaver, 2T 308).

Witness Shaver also comments that CEO's principal concern is what he characterizes as DTE Electric's lack of "generally applicable requirements" and, in the absence of such requirements, a lack of transparency regarding individual customers' requirements. (Shaver, 2T 302). He contends that the Company appears to take a "wait and see" approach because the Company indicated it will revise its operating protocols as needed consistent with applicable NERC or MISO standards as they are revised. (Shaver, 2T 300).

In rebuttal, ABATE Witness Dauphinais comments that the Commission should reject CEO's first and third recommendations and that he takes no position on the second recommendation for interim per-docket filing of finalized operating parameters and study results. (Dauphinais, 2T 152). He specifically highlights that ABATE's position is aligned with his recent testimony in the Indiana Michigan Power Company large load proceeding opposing similar CEO recommendations to implement voltage ride-through requirements and operational ramp rate limits, because those are transmission system reliability issues properly addressed at the Regional Transmission Organization ("RTO") level, and it was premature to develop utility tariff language before the requirements at the NERC and RTO level were established and known. (Dauphinais, 2T 153). He also emphasizes that FERC and NERC have now taken action to set mandatory timelines for technical reliability standards development to be filed by the end of 2026, such that development of these requirements at the NERC and RTO level is now mandated, on a defined timeline, and imminent. *Id.* He also comments that any Commission evaluation of retroactive application of eventual NERC and MISO requirements should be limited in scope to computational loads and should not apply to traditional industrial manufacturing loads. (Dauphinais, 2T 154).

- **The Company's Response to CEO Witness Shaver**

The Commission should reject CEO Witness Shaver's recommendations. First, directing the Company to file detailed technical standards and sample studies in this docket is unnecessary and beyond the scope of this generic tariff proceeding. As Company Witness Witkowski explains, the appropriate operating parameters for a large load customer depend on that customer's specific facility design, electrical configuration, point of interconnection, load characteristics, protection settings, ramping characteristics, backup systems, on-site generation, system location, nearby transmission conditions, and study results. (Witkowski, 2T 97). Introducing a generic tariff provision is not the correct procedural or engineering mechanism to determine those requirements. (Witkowski, 2T 97). Moreover, the NERC Large Loads Task Force White Paper relied upon by Witness Shaver himself recognizes that large load risks vary based on both load characteristics and local system conditions. (Witkowski, 2T 97). To the extent the Commission is interested in reviewing generic documents related to the large load technical review process, CEO Witness Shaver has already submitted the Company's Operating Parameters framework as Confidential Exhibit CEO-6, which provides the Commission with evidence of DTE Electric's framework for large load customer interconnection requirements. (Witkowski, 2T 97-98).

Second, it is similarly unnecessary and beyond the scope of this tariff proceeding to require DTE Electric to file future customer-specific studies and operating parameters. (Witkowski, 2T 98). The proposed filing requirement would create a separate Commission review process for customer-specific engineering determinations without identifying a deficiency in the existing technical process or an objective standard the Commission would apply. (Witkowski, 2T 98). Filing customer-specific technical studies and operating parameters also risks revealing sensitive information about the electric grid, including system constraints, contingency performance,

protection and control assumptions, operating limitations, and customer facility configuration, the public disclosure of which could undermine grid security, expose commercially sensitive customer information, or disclose Critical Energy Infrastructure Information. (Witkowski, 2T 99). Importantly, the absence of a routine filing requirement does not mean the process lacks accountability: DTE Electric remains responsible for reliable service, must comply with applicable tariffs and enforceable reliability requirements, coordinates with ITC and MISO as applicable, and establishes binding customer-specific requirements before energization. (Witkowski, 2T 99). Each of these steps demonstrates the reasonable and appropriate process DTE Electric is already undertaking, and CEO has failed to demonstrate how its proposed filing requirements would add value that outweigh the risk of publicly disclosing sensitive system or customer information.

Third, the Commission should not predetermine the application of future reliability requirements to existing, planned, or under-construction facilities in this generic tariff proceeding. (Witkowski, 2T 99-100). Future NERC, FERC, or MISO requirements may establish their own applicability thresholds, effective dates, transition provisions, and compliance schedules, and DTE Electric will incorporate these new requirements as appropriate. (Witkowski, 2T 99-100). It would be premature and inappropriate in this generic tariff proceeding to prescribe the application of requirements that are not yet final, particularly where the appropriate requirements may depend on a facility's design, construction status, or operating characteristics. (Witkowski, 2T 100). DTE Electric is actively participating in the development of these standards through MISO's LLWG and is also actively monitoring and participating in relevant NERC, MISO, and industry processes and will comply with applicable requirements once effective. (Witkowski, 2T 96). Because MISO's new large load tariff and associated business practice manuals are anticipated to be completed by December 2026, it would be duplicative and unnecessary for the Commission to

initiate a new reliability oversight process or impose additional filing requirements based on proposals that are not yet final. (Witkowski, 2T 96).

- **GLREA Witness Richter's Recommendations**

GLREA Witness Richter raises wide-ranging concerns regarding data center load volatility, simultaneous UPS transfers, harmonics, ramp rates, power-quality monitoring, and ride-through standards, and generally recommends that the Commission direct the Company to incorporate specific technical requirements into the Large Load Provision tariff, engage in new technical study groups and file new technical requirements documents with the Commission.

First, Witness Richter recommends that the tariff include ramp-rate limits, both ramp-up and ramp-down (MW/min), and require the installation of monitoring equipment at customer expense to ensure compliance with ramp rate limits and other power quality requirements. (Richter, 2T 201, 215-216, 249).

Second, Witness Richter recommends that the Commission direct Staff to create a study group regarding UPS ride-through issues, including review of ERCOT interconnect requirements and proposed MISO requirements, and make recommendations for Michigan utilities to incorporate. (Richter, 2T 208, 249).

Third, Witness Richter introduces a new recommendation through his rebuttal testimony, suggesting that the Commission direct the Company to file its planned “generic Large Load Connection Requirements document” within 60 days of the order in this case, containing requirements for fault ride-through and load ramp limits with sufficient detail for customers to design their systems to comply. (Richter, 2T 265).

ABATE Witness Dauphinais' rebuttal testimony recommends the Commission reject GLREA Witness Richter's recommendations, reiterating that the reliability issues he raises are

now being actively addressed at NERC, FERC and MISO on a mandated timeline. (Dauphinais, 2T 156).

- **The Company's Response to GLREA Witness Richter**

First, the appropriate ramp-rate limits and other technical standards applicable to large load customers should be determined on a site-specific basis, informed by system studies, customer operating characteristics, applicable MISO requirements, and coordination with ITC. (Witkowski, 2T 102). As Witness Witkowski explains, operational load ramp limits for both normal operations and abnormal or post-disturbance operations will be determined on a site-specific basis, in alignment with MISO reliability requirements. (Witkowski, 2T 102). Accordingly, it would be overly restrictive and inappropriate to include such generic ramp-rate provisions in the Large Load Provisions of Rate Schedule D11. Instead, DTE Electric is developing Operating Parameters for each large load customer, including permissible ramp rates for load up and down during the starting and stopping of computational load, as well as ramp-rate limitations for computational load oscillations. (Witkowski, 2T 102-103). Each new transmission voltage-connected large load customer subject to the Large Load Provision will be required to comply with customer-specific ramp-rate requirements established through this process. (Witkowski, 2T 102). Including these detailed technical requirements in a generic retail tariff applicable to all large load customers is not necessary and would inhibit the Company's flexibility to establish appropriate customer-specific requirements. (Witkowski, 2T 103).

In reply to Witness Richter's recommendations to modify the proposed tariff to require large load customers to include monitoring equipment at the customer's expense, DTE Electric already measures and monitors relevant power-quality information and is developing enhanced active monitoring for large load customers through the Operating Parameters process. (Witkowski,

2T 101-102). DTE Electric records power factor information as part of the standard billing process, and an active monitoring process for large load customers will be established to ensure compliance with the minimum power factor requirements in each customer's final Operating Parameters agreement. (Witkowski, 2T 101-102). DTE Electric also confirms that the cost of installing metering and power quality monitoring equipment is charged to the large load customer. (Witkowski, 2T 102). No changes are needed to the proposed tariff and no further direction from the Commission is needed on this topic. (Witkowski, 2T 102).

Second, in response to GLREA's recommendation to direct Staff to initiate a study group regarding UPS ride-through, DTE Electric agrees that ride-through behavior is an important technical subject for large computational loads. However, as Witness Witkowski explains, NERC, MISO, and other industry bodies are already actively addressing large load ride-through, modeling, telemetry, and operating requirements. (Witkowski, 2T 103). DTE Electric and ITC are already participating in the MISO process, and the Company is also addressing ride-through for large load customers through its Operating Parameters framework, which explicitly includes ride-through requirements for voltage and frequency conditions. (Witkowski, 2T 104-105). Directing Staff to establish a new, separate study group to consider this topic is unnecessary and would duplicate existing industry processes as well as DTE Electric's customer-specific technical review. (Witkowski, 2T 104). Of note, the Company's position aligns with the Commission's recent determination in Case No. U-21986 to decline similar recommendations for the Commission to actively oversee development of technical standards and reliability requirements associated with large load customer interconnections, emphasizing that "other regulatory bodies are also reviewing and considering the implementation of standards in this area." (August 27, 2026 Order in Case No.

U-21986, p. 34). The Commission also previously declined to adopt a working group process in Case No. U-21859. (November 6 Order, p. 123).

In response to GLREA's third recommendation to direct DTE Electric to file a generic Large Load Connection Requirements document within 60 days of the Commission's final order, the Company has demonstrated in this proceeding that it uses a common Operating Parameters framework, performs customer- and site-specific engineering studies, coordinates with ITC and MISO as applicable, and establishes binding customer-specific operating requirements before energization. (Witkowski, 2T 104-105). A separate process to develop suggested minimum interconnection requirements is well beyond the scope of the proposed Large Load Provision tariff amendments presented for Commission review and is unnecessary as an outcome of this proceeding. (Witkowski, 2T 94). Due to site-specific limitations, customer equipment, loading profiles, and operating characteristics, individual sites must each be studied, which may result in different requirements needed to ensure grid reliability. (Witkowski, 2T 94).

In sum, the Commission should evaluate the proposed Large Load Provision without using this record to prescribe fixed technical standards or to impose new reporting requirements or a separate technical compliance process that would duplicate or potentially conflict with customer-specific studies that DTE Electric develops in coordination with ITC. (Witkowski, 2T 91-92). The Commission should recognize that DTE Electric's study-driven, customer-specific Operating Parameters process is reasonable and an appropriate engineering mechanism for identifying and implementing reliability requirements for large load customers. (Witkowski, 2T 105). DTE Electric will continue to coordinate with ITC, participate in applicable MISO and industry processes, and comply with applicable NERC, FERC, MISO, and other enforceable requirements

as they become effective. (Witkowski, 2T 105). Accordingly, no further action or direction from the Commission is needed to administer the large load interconnection study process at this time.

C. Ongoing Reporting

ABATE Witness Dauphinais recommends that the Commission require the Company to submit an annual “Large Load Report to the Commission,” addressing aspects of service to customers subject to, or expected to become subject to, the proposed Large Load Provision. Witness Dauphinais notes that the Commission directed similar reporting of large load customer agreements in Case No. U-21859. (Dauphinais, 2T 122-123). ABATE also seeks to expand the reporting requirements approved in Case No. U-21859 to include “Any instance in which DTE agreed to terms less protective of other customers than the Large Load Provision tariff defaults and the basis for doing so [as well as]; Administrative fees assessed as compared to the actual cost of the studies performed.” (Dauphinais, 2T 123; Willis, 2T 75).

DTE Electric does not object to the Commission directing annual reporting that is consistent with the information required of Consumers Energy in Case No. U-21859, subject to any confidentiality considerations that would require the Company to file the report under a protective order or otherwise protect confidential information from public disclosure. Consistent with the timing adopted in Case No. U-21859, the first such report should be filed no more than 12 months after the Company enters into a contract with a prospective customer under the Large Load Provision of Rate Schedule D11. (Willis, 2T 75).

With respect to ABATE’s additional proposed reporting requirements beyond those ordered in Case No. U-21859, the Company does not agree that they are reasonable or necessary. First, the proposed requirement to report any agreement containing terms that deviate from the default Large Load Provision terms, particularly those characterized as “less protective,” is

unnecessary and duplicative in light of the Company's willingness to make a customer-specific *ex parte* filing before each customer begins taking service under the Large Load Provision. That filing will provide the Commission an opportunity to review the customer agreement and any deviations from the Commission-approved tariff defaults. The Company also objects that ABATE does not define what would constitute a term "less protective" of other customers, rendering the proposed reporting standard ambiguous and unexplained. (Willis, 2T 75-76).

Second, ABATE's proposed administrative fee reconciliation is unsupported. ABATE does not explain the purpose of annually comparing administrative fees with the actual costs of the studies performed or how that information would assist the Commission's oversight of customers taking service under the Large Load Provision. Nor was such a reconciliation included in the reporting requirements adopted in Case No. U-21859. The Commission should therefore reject that proposed addition. (Willis, 2T 76).

In sum, the Commission should require annual reporting consistent with the framework adopted in Case No. U-21859, subject to appropriate protections for confidential information, but should reject ABATE's proposed additional reporting requirements concerning allegedly "less protective" terms and administrative fee reconciliations.

D. Cost of Service and Rate Design

1. Cost of Service Study

As directed in the December 18 Order in Case No. U-21990, the Company filed six cost allocation and rate design studies in its pending rate case in Case No. U-22046, examining various approaches to serving large load customers, including scenarios that place large load customers in a separate rate class and scenarios that directly assign costs to individual large load customers. (Willis, 2T 67). The Company's position is that cost allocation and rate design issues, including

whether large load customers should ultimately be served under Rate Schedule D11 or in a separate rate class, are most appropriately resolved in a general rate case where the Commission can evaluate class cost of service, rate design, and related considerations. (Willis, 2T 67–68).

- *Cost of Service Study – Staff and Intervenor Positions*

Staff Witness Pung recommends that the Company continue to be required to provide the six cost allocation and rate design studies ordered in the December 18 Order. Witness Pung further recommends that the Commission specify that the studies use the same data underlying the Company’s proposed test-year cost of service and rate design proposals in the rate case in which the studies are filed. (Pung, 2T 354). Staff contends that using data from the Company’s previously approved rate case, rather than the current rate case, would produce studies that are not directly relevant to the rate case in which they are filed. (Pung, 2T 355).

The Company understands the purpose of Witness Pung’s recommendation but believes that this case is the wrong venue in which to clarify or expand the Commission’s prior direction regarding the future filing of cost of service and rate design studies evaluating the effects of large load customers on DTE Electric’s overall cost of service. (Willis, 2T 66). When Witness Willis filed rebuttal testimony, related issues were being addressed in multiple proceedings, including the Company’s pending rate case in Case No. U-22046 and its special contract proceeding in Case No. U-22058. (Willis, 2T 66). The Commission has since issued its October 1, 2026 order in Case No. U-22058, which requires the Company to file the six studies in future electric rate cases. (October 1 Order, pp. 132-133, 140-141). In the interest of regulatory efficiency, any further consideration of the studies’ methodology and required inputs should occur in Case No. U-22046, where the studies have been filed and where the Commission can address cost-of-service and rate design issues on a complete rate case record. (Willis, 2T 66-67).

To the extent the Commission nevertheless considers Staff's recommendation in this generic tariff proceeding, the Company has substantial timing concerns regarding a requirement to prepare and file six alternate cost of service studies using the rate case projected test year. (Willis, 2T 67). Therefore, if the Commission adopts the Staff's proposal, the Company recommends that the six large load cost-of-service and rate design studies be filed at least one month after the applicable rate case is filed. (Willis, 2T 67).

AG-NS Witness Havumaki also addresses cost allocation. He recommends that the Commission directly assign the incremental production, transmission, and distribution costs attributable to each new large load customer to that customer, while requiring large load customers to contribute their fair share of embedded system costs. (Havumaki, 2T 337-338). Witness Havumaki testifies that he anticipates the implementation details for a direct assignment framework applicable to large load customers will be further developed in DTE Electric's rate case. (Havumaki, 2T 338).

The Company agrees with Witness Havumaki's acknowledgment that issues of cost allocation and rate design, including AG-NS's recommendation for direct assignment and a "fair share" contribution to cost of service, are most appropriately addressed in the Company's general rate cases. (Willis, 2T 68). Thus, the Company again emphasizes that cost allocation should be handled not in this matter but in a rate case, and that large load cost allocation specifically is an active issue in Case No. U-22046 and should remain in that context. (Willis, 2T 68). No further action from the Commission is required on this issue in this generic tariff proceeding.

2. Data Center Customer Tariff

The Company proposes to serve large load customers under the existing Rate Schedule D11, with additional terms and conditions incorporated through the Large Load Provision. (Willis,

2T 27). This approach is consistent with the November 6 Order in Case No. U-21859, which approved incorporating large load provisions into Consumers Energy’s standard large industrial rate rather than creating a new or additional rate schedule. (Willis, 2T 69). It is also consistent with the Commission’s direction to DTE Electric in the December 18 Order to “file an application for approval of a generally applicable large load customer tariff that aligns with the findings in the November 6, 2025, order in Case No. U-21859.” (Willis, 2T 24).

GLREA Witness Richter recommends that the Commission order the creation of a new tariff applicable only to enterprise data centers, as defined in MCL 205.54ee(10)(e)(i) through (iii), and that “[t]erms and conditions added to D11 for large loads in the Company’s proposal should instead be applied to the new tariff, which would copy the rates in D11 until they may be changed in a rate case.” (GLREA Richter, 2T 247).

The Commission should reject this recommendation for two reasons. (Willis, 2T 69). First, utilities generally establish rates and tariffs based on relevant characteristics of electric usage—not on statutory definitions of particular categories of end users. (Willis, 2T 69). Additionally, the statute that Witness Richter cites is a tax exemption statute that does not establish the conditions under which customers take electric service from the Company or define large load customers generally. Therefore, that statutory definition provides no sound basis for limiting the Large Load Provision to one industry or type of end user. (Willis, 2T 69). The Large Load Provision instead applies based on the customer’s load characteristics, without limiting eligibility to enterprise data centers or customers qualifying for a particular tax exemption. That generally applicable approach better aligns with the structure approved in Case No. U-21859 and the Commission’s direction in Case No. U-21990.

Second, to the extent the Commission wishes to consider a new or additional tariff for enterprise data centers, the Company submits that the appropriate forum to consider such a tariff proposal is a general rate case. (Willis, 2T 69). Considering a new or additional tariff in the present proceeding would exceed the scope of this case, which the Commission defined in its December 18 Order as an application for a generally applicable large load customer tariff that aligns with the findings in Case No. U-21859. Notably, the large load customer tariff approved in Case No. U-21859 was *not* a new or additional rate schedule but rather a modification to that utility's standard large industrial rate. (Willis, 2T 69).

In sum, the Commission should approve the Company's proposal to serve large load customers under Rate Schedule D11 subject to the additional terms and conditions of the Large Load Provision and should defer broader issues of cost allocation, rate design, and rate classification to a general rate case. Those matters are already at issue in pending Case No. U-22046, where they can be addressed on a complete cost-of-service and rate design record. The Commission should therefore reject GLREA's recommendation to establish a separate tariff limited to enterprise data centers.

VII. REQUESTS FOR RELIEF

DTE Electric respectfully requests that the Commission expeditiously issue its final order:

- A. Granting DTE Electric's request for approval of the proposed Large Load Provision amendments to Rate Schedule D11 as further supported and explained in its Application, testimony, exhibits, and this Initial Brief
- B. Approving the Company's request that the Large Load Provision be incorporated as additional terms and conditions of service for large load customers requesting service

- of incremental load exceeding 100 MW (at a single site or in aggregate as described in the tariff) in a new section of Rate Schedule D11;
- C. Approving the remainder of DTE Electric's proposals and requested relief as set forth in the Company's Application, testimony, exhibits and this Initial Brief; and
- D. Granting such other lawful relief that the Commission deems reasonable and appropriate.

October 6, 2026

DTE ELECTRIC COMPANY
Legal Department

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STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the Application of	)	
DTE ELECTRIC COMPANY	)	
for approval of amendments to Rate D11 and	)	Case No. U-22061
<u>related relief</u>	)	

PROOF OF SERVICE

ESTELLA R. BRANSON states that on October 6, 2026, she served a copy of DTE Electric Company’s Initial Brief, in the above-captioned matter, via electronic mail upon the persons listed on the attached service list.

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