



Andrea E. Hayden  
(313) 235-9449  
andrea.hayden@dteenergy.com

November 26, 2025

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 Special  
Contacts  
MPSC Case No. U-21990

Dear Ms. Felice:

Attached for electronic filing in the above referenced matter is DTE Electric Company's Response Opposing Requests for a Contested Proceeding by the Association of Businesses Advocating Tariff Equity, Michigan Environmental Council, Natural Resources Defense Council, Sierra Club, and Citizens Utility Board of Michigan, The Ecology Center, The Environmental Law & Policy Center, Union of Concerned Scientists, Vote Solar, and Great Lakes Renewable Energy Association. Also attached is the Proof of Service.

Very truly yours,

Andrea E. Hayden

AEH/erb  
Attachments

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 Special )  
Contracts ) Case No. U-21990  
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**DTE ELECTRIC COMPANY’S RESPONSE**  
**OPPOSING REQUESTS FOR A CONTESTED PROCEEDING**  
**BY ABATE, MNSC, CEO, AND GLREA**

**INTRODUCTION**

On October 31, 2025, DTE Electric Company (“DTE Electric” or the “Company”) filed an Application for *Ex Parte* Approval of Special Contracts for Electric Service (“Application”) requesting that the Commission grant expedited *ex parte* approval of the Company’s Primary Supply Agreement (“PSA”) and Energy Storage Agreement (“ESA”) (collectively, the “Special Contracts”) with Green Chile Ventures LLC (the “Customer”). On November 6, 2025, the Michigan Attorney General (“Attorney General”) filed a Notice of Intervention and Request for a Contested Proceeding (“AG Request”). On November 18, 2025, DTE Electric filed a response opposing the AG Request (“DTE Response to AG”).

On November 19 and 21, 2025, additional requests for intervention and a contested proceeding were filed by the Association of Businesses Advocating Tariff Equity (“ABATE Request”)<sup>1</sup>; the Michigan Environmental Council, Natural Resource Defense Council, Sierra Club, and Citizens Utility Board of Michigan (“MNSC Request”); the Ecology Center, Environmental

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<sup>1</sup> Notably, although ABATE has objected to *ex parte* approval, there is substantial support from corporations and trade organizations for approval of the Special Contracts, including: Michigan Manufacturers Association, Small Business Association of Michigan, Michigan Chamber of Commerce, Detroit Regional Chamber, Ann Arbor SPARK, Dow Chemical, Detroit Regional Partnership, Chaldean American Chamber of Commerce, Asian Pacific Chamber of Commerce, and Midwest Independent Retailers Association.

Law & Policy Center, Union of Concerned Scientists, and Vote Solar (“CEO Request”); and the Great Lakes Renewable Energy Association (“GLREA Request”) (collectively, the “Additional Requests” or “Requesting Parties”). DTE Electric now files this response opposing the Additional Requests.

As the Company indicated previously and further discusses below, the Commission should deny all of the requests for a contested proceeding because the Company provided detailed testimony and exhibits demonstrating that approval of the Special Contracts “will not result in an increase in the cost of service” to existing customers. MCL 460.6a(3). ABATE, MNSC, CEO, and GLREA (like the Attorney General) merely speculate about unplanned and unlikely future conditions under which there may (or may not) be some cost-of-service increase or other effects in the future; however, this speculation fails to satisfy the controlling statute and case law, and there continues to be no citation to any relevant legal authority supporting the propositions to deviate from MCL 460.6a(3)’s plain language, as applied by the Commission and affirmed by the Court of Appeals.

The various suggested concerns about the future also lack relevance in this matter. DTE Electric requests *ex parte* relief involving approval of the agreements which establish the terms of service for one Customer. The Company has shown that its request does not increase the cost of service for the Company’s other customers. The Customer is eligible for service under the Company’s standard industrial rate (D11). The Company is asking for approval of additional terms of service in the PSA to augment the current D11 tariff and mitigate the potential for stranded assets. Fundamentally, a request to include additional safeguards in an electric service agreement does not create an increase in the cost of service. Similarly, the Company is requesting approval of a standalone contract (the ESA) that commits the Customer to pay the costs of the incremental

storage required to maintain resource adequacy. A request for approval of an agreement that requires resource-specific costs to be borne by a singular customer also plainly does not create an increase in the cost of service.

The Company appreciates the uniqueness of large load customers and has taken steps to safeguard against the possibility of stranded assets. However, the Requesting Parties seem to be seeking an omnibus process with an impossible objective – one that requires a review of rates, integrated resource planning, renewable energy planning and energy waste reduction planning in order to demonstrate that the Special Contracts are reasonable and prudent. There are obligatory statutory proceedings where these items will be reviewed on a regular cadence, and it is neither necessary nor appropriate to do so here. The Commission will have jurisdiction in those future cases, and various parties including the Attorney General, ABATE, MNSC, CEO, and GLREA will have notice and an opportunity to participate.

Importantly, the Special Contracts include a condition precedent that requires contract approval by December 5, 2025. Beyond this date, the Customer has the option to a) terminate the agreement with 30 days' notice, or b) agree to extend the date for satisfaction of the condition precedent to December 19, 2025. The load ramp schedule dictates that the Customer begin construction in early 2026. The Company must also begin procurement and construction of storage projects by the end of 2025 to meet the Customer's load ramp. The establishment of a contested case jeopardizes the ability of the Customer and the Company to meet contract deadlines and in turn risks termination of the agreement.

Therefore, the requests for a contested proceeding should be denied. The requests for intervention are technically premature but should correspondingly be denied as moot.

## DISCUSSION

ABATE, MNSC, CEO, and GLREA essentially contend that the Application does not qualify for *ex parte* treatment under MCL 460.6a(3) because approval *might* lead to an increase in the cost of service in the future. They further contend that the Application: presents several large Customer costs that have not been adequately supported; includes insufficient detail supporting calculations and cost estimates; provides minimal detail regarding the development of renewable resources to accommodate the Customer's additional load and the related cost recovery; and presents an unclear range of potential renewable resource development (See, e.g., ABATE Request, pp 6-8; MNSC Request, pp 7-9, and accompanying Affidavit of Caroline Palmer; CEO Request, pp 6-9; and GLREA Request, pp 6-8). None of these contentions warrant a contested proceeding.

### ***1. A Contested Case is not Required by Law.***

DTE Response to AG, pp 3-5, explained that MCL 460.6a(3) provides a clear and efficient path for approval when an application such as this “will not result in an increase in the cost of service to [a utility’s] customers.” Similar to the Attorney General, the Requesting Parties neglect the statutory language, but the plain statutory language should be applied.<sup>2</sup>

The Court of Appeals also rejected the AG/ABATE/MNSC/CEO/GLREA position in *Attorney General v Pub Serv Comm*, 227 Mich App 148; 575 NW2d 302 (1997). There, the Commission granted *ex parte* approval of a special contract. The Attorney General appealed, arguing, as the parties do here, “that the focus should be on whether the [special contract] approved

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<sup>2</sup> See, for example, *Di Benedetto v West Shore Hosp*, 461 Mich 394, 402; 605 NW2d 300 (2000) (“We presume that the Legislature intended the meaning it clearly expressed - no further judicial construction is required or permitted, and the statute must be enforced as written”). *Hanson v Mecosta Co Road Comm’rs*, 465 Mich 492, 504; 638 NW2d 326 (2002); *Lorencz v Ford Motor Co*, 439 Mich 370, 376; 483 NW2d 844 (1992); *Ambs v Kalamazoo County Road Comm*, 255 Mich App 637, 650; 662 NW2d 424 (2003).

by the PSC creates *any potential for a rate or cost increase in the future.*" 227 Mich App at 152-53 (emphasis added). The Court of Appeals rejected the Attorney General's position, holding instead that the Commission's interpretation of the statute (then MCL 460.6a(1)) was reasonable and consistent with the statutory language. The Court explained in part that "[t]he PSC's interpretation recognizes that *merely approving and implementing [the special contract] in question is not sufficient, in itself, to cause any rate or cost of service increase to occur.*" 227 Mich. App. at 154 (emphasis added). The Court further observed that if there were some future case involving a potential rate or cost of service increase, then all interested parties would have ample opportunity for notice and a hearing there. *Id.* at 155. This is controlling authority concerning the same situation that exists here. MCR 7.215(C)(2), (J)(1).

The Additional Requests urge the Commission to look beyond the limited approval that the Company seeks in its Application and instead hold a contested case. Some propose that *ex parte* relief could be granted only where the applicant can ensure protection against potential future outcomes. However, extrapolating the statutory requirement to require guarantees against potential future outcomes would effectively require an impossibility, violating another fundamental doctrine of statutory construction that the law should not be interpreted to require the impossible.<sup>3</sup> Under no circumstances can the Company predict every possible outcome for every customer with

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<sup>3</sup> *See, for example, West v Northern Tree Co*, 365 Mich 402, 406; 112 NW2d 423 (1961) ("The law should not be read to require the impossible"). Justice Taylor further explained:

"The rule that a statute should not be construed as requiring the impossible is commonly referred to as the doctrine of *lex non intendit aliquid impossibile*, which means that "[t]he law does not intend anything impossible. For otherwise the law should not be of any effect." Black's Law Dictionary (6<sup>th</sup> Ed). It is based on the presumption that the Legislature intended for the laws it enacts to be effective, rather than rendered ineffective by a construction requiring a condition that is physically impossible to perform. *Chew Heong v United States*, 112 U.S. 536, 554-555, 5 St. Ct. 255, 28 L. Ed. 770 (1884)." (*Woodward v Custer*, 476 Mich 545, 618, n 56; 719 NW2d 842 (2006) (Taylor, C.J., concurring in the result only).

certainty. These proposals to expand statutory language are contrary to established law as discussed above. The Commission should, therefore, decline the suggestion to expand this filing into a contested proceeding.

As outlined in the Application, supporting testimony, and exhibits, DTE Electric's relief requested therein meets the statutory requirements for *ex parte* approval because it does not seek to "increase its rates and charges or to alter, change, or amend any rate or rate schedules, the effect of which will be to increase the cost of services to its customers." *Attorney General v Pub Serv Comm*, 220 Mich App 561, 566–67; 560 NW2d 348, 351 (1996) (emphasis added). The Company is not seeking a modification to its rates, and it is not requesting any changes to its rate schedules that would increase the cost of service to customers. The Company is asking that the Commission approve terms of service that enhance DTE Electric's D11 rate schedule, including the addition of an increased minimum monthly charge, a termination payment, and a requirement for credit support. These added terms provide protections for all of the Company's customers. They do not create an increase in the cost of service. The Company is also requesting approval of a unique standalone commitment by the Customer to pay for the incremental capacity resources needed to maintain resource adequacy once the Customer's load is realized on the Company's system (the ESA). This too, does not create an increase in the cost of service.<sup>4</sup>

MNSC suggest that reliance on *Attorney General, supra*, 227 Mich App 148, is misplaced because "[t]he cost impacts of [the customer in that case] are not analogous to a 1.4 GW customer" (MNSC Request, p 14). MNSC's suggestion lacks any supporting legal citation, and disregards

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<sup>4</sup> GLREA alleges that the length of the terms in the ESA and PSA do not align such that customers will be left paying for the remaining depreciable life of solar resources for 16 years (GLREA Request pp 5-6). This is not correct. The ESA is for storage resources, not solar resources. Storage resources have a depreciable life of 15 years. The depreciable life and overlap of costs were fully addressed by Company Witness Foley in testimony (Foley, pp14-15).

the crucial point of *Attorney General*. Approving the special contract itself either causes a rate or cost of service increase, or it does not. Size does not matter. Where it does not increase the cost of service (as here with the Special Contracts), MCL 460.6a(3) provides for *ex parte* approval. Allegations of potential future events, regardless of size, are irrelevant. *Attorney General v Pub Serv Comm*, 206 Mich App 290, 295, 297-98; 520 NW2d 636 (1994) (“A potential [event] does not increase the rate charged to customers . . . Therefore, no hearing was required . . . Again, we point out that the possibility of [an event] is not the establishment of a rate”); *ABATE v Pub Serv Comm*, 2004 Mich. App. LEXIS 1753 (2004) at \*12-13.

MNSC argue that the relief requested in the Application is more analogous to Case No. U-10646 where the Commission held a contested case (MNSC Request, pp 14-15) to consider special contracts for the automotive industry. The facts in that proceeding are not comparable. Case No. U-10646 involved a unique situation where the Company (then The Detroit Edison Company) applied for approval of special contracts with its three largest automotive customers (General Motors Corporation, Ford Motor Company, and Chrysler Corporation). Those contracts sought the approval of *rates* in exchange for the Company remaining the automakers’ sole source of electricity (e.g., March 23, 1995 Opinion and Order in Case No. U-10646, p 1). The Commission had two general categories of concerns, which it described as: “First is the ratemaking treatment associated with the price discounts and provisions affecting costs. Second, several provisions of the contracts have the potential to alter the Commission’s current policies regarding the restructuring of the electric industry in light of emerging competition” (*Id.*, pp 18-19).

The Case No. U-10646 concerns do not apply here. The first concern regarding discounted rates does not arise because the Application does not propose discounted rates. The Customer will be served on the Company’s D11 rate schedule, with added protections against potential non-

payment or termination. These additional terms are beyond those that are required of the Company's current industrial customers. The Customer is also paying for the incremental costs of storage assets required to maintain resource adequacy – the opposite of a discount. The second concern about the Commission's "policies regarding the restructuring of the electric industry in light of emerging competition" no longer exists because the electric industry has changed significantly since the Commission raised that concern in 1995. Prior to 2000, the Company was a vertically-integrated electric utility that generated and purchased electric power, transmitted the power through its service area in southeastern Michigan, and distributed the power to its retail electric customers for ultimate use at their homes and businesses. Subsequently, Public Act 141 of 2000 (Act 141), MCL 460.10, *et seq.*, was enacted and the Federal Energy Regulatory Commission's (FERC)<sup>5</sup> policies effectively restructured Michigan's electric industry such that the MPSC's concerns that existed in Case No. U-10646 do not exist here. Hence, Case No. U-10646 is not analogous.

MNSC's argument regarding large load tariff settlements in other jurisdictions also does not require that a contested case be held here (MNSC Request, pp 15-16). The Application does not concern a new or modified tariff, and MNSC has not articulated why the terms of service in the PSA meaningfully differ from those in other jurisdictions or the Commission's November 6, 2025, Order in Case No. U-21859 (the "November 6 Order"). They do not, as discussed in DTE Electric's Response to the AG's Request, and in Section 2 below.

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<sup>5</sup> The Federal Energy Regulatory Commission ("FERC") delegated operational responsibility over the wholesale electricity markets affecting most of the Lower Peninsula of Michigan to the Midcontinent Independent System Operator (MISO). *In re Reliability Plans of Electric Utilities for 2017-2021*, 505 Mich 97, 106-108; 949 NW22d 73 (2020)

**2. *The Company's Special Contract Filing Aligns with the Commission's Directives to Consumers in the November 6 Order.***

As explained in DTE Electric's Response to the AG's Request (pp 5-8), reliance on the November 6 Order is misplaced. Case No. U-21859 involved a tariff amendment applicable to future unknown customers.<sup>6</sup> In contrast, this Application only involves special contract approval for one Customer that will take electric service on the Company's existing Rate Schedule D11. Simply because the Commission held a contested proceeding on Consumers' tariff amendment does not create a blanket requirement to hold a contested proceeding for every filing that involves a large load customer as the Additional Requests suggest. In fact, the November 6 Order contemplates the opposite treatment and indicated that the Commission anticipates *ex parte* review of special contracts for individual customers where the rate is already established, similar to what DTE Electric requests here. DTE Electric's Application requests approval of two unique, negotiated Special Contracts specifically tailored to one Customer, which include bespoke provisions—such as minimum bill protections and termination payments—designed to isolate risk and ensure appropriate cost recovery from the Customer. The ESA specifically holds the Customer responsible for all energy storage portfolio costs—the Customer's responsibility for these costs cannot be reduced or eliminated.

Although the November 6 Order is tailored to Consumers Energy Company's request for tariff modifications, DTE Electric's filing aligns with the directives in the November 6 Order, negating any proposition that there must be a contested case to verify whether the terms of service are adequate: they are. The key terms addressed by the Commission in Case No. U-21859 were

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<sup>6</sup> In Case No. U-21859, Consumers Energy ("Consumers") requested *ex parte* approval of certain amendments to its General Primary Demand Rate ("Rate GPD") to add a Data Center Provision. The Commission ultimately found that the new large load tariff provisions should apply to loads of 100 MW or greater, and be end-use neutral, rather than applied only to data center customers (November 6 Order, pp 105-106).

those that could create an opportunity for stranded costs and included contract term, minimum billing demand (“MBD”), termination fee, and collateral. As set forth in the Company’s filing, the Special Contracts include terms that were carefully designed to protect against stranded assets consistent with the Commission’s findings in the November 6 Order. DTE Electric’s Response to the AG’s Request, pp 6-7, provides further details demonstrating that the Special Contracts are consistent with the November 6 Order in key areas including Contract Term, Minimum Billing Demand, Termination Fee, Collateral, and Cost Impacts.

The Company has provided detailed information explaining the safeguards and protections underpinning the Special Contracts that help ensure the Special Contracts will not increase the Company’s cost to serve existing customers. As Company Witness Foley explains, under the framework established by the Special Contracts, the Customer bears all energy storage portfolio costs during the 15-year recovery period of each project. *Qualifications and Direct Testimony of Neal T. Foley*, Case No. U-21990 (Oct. 31, 2025) (“Foley Direct”), p 15. The ESA specifically stipulates that no energy storage portfolio costs will be passed to other customer classes. Commission approval of the Special Contracts will not impact existing rates or increase the Company’s cost of service for existing customers. Moreover, the Special Contracts are expected to generate an affordability benefit for existing customers through two specific mechanisms: (1) PSA D11 charges, and (2) PSCR Surcharge provisions. DTE Electric’s Response to the AG’s Request, pp 6-7, sets forth in detail how the terms of the Special Contracts aligned with the five major considerations reviewed in the November 6 Order (e.g., contract term, minimum billing demand, termination payment, credit support, and cost impacts).

Additionally, the November 6 Order authorized the filing of large load customer contracts for *ex parte* approval along with a demonstration that the load to be served is not being paid for by

other customers. The Company recognizes that as part of this demonstration the November 6 Order, p 125, required the filing of “any modeling or cost of service studies that support this demonstration”. The Company did not have the benefit of the November 6 Order’s guidance prior to filing for approval of the Special Contracts, however, the Company has provided this information to the Commission Staff, and to fully conform to the November 6 Order, is providing the model underlying the estimated base cost of service as Attachment A to this Response. Attachment A contains a base cost of service view consistent with what is filed in general rate cases. Attachment A demonstrates, among other things, that the Special Contracts are estimated to provide approximately \$109 million in base rate *benefits* to residential customers once the Customer’s full load is realized, and accordingly no cost of service increase. Note that Attachment A does not account for additional affordability benefits expected to accrue within the Power Supply Cost Recovery mechanism. Considering these additional benefits within the PSCR related to transmission and renewables, the Company expects overall affordability of approximately \$300 million.

Several parties also took issue with the redaction of the credit terms in the Special Contracts. However, the Company has provided sufficient information to demonstrate that the credit support and collateral requirements established through the Special Contracts appropriately protect its other customers. For additional background, both the PSA and ESA establish the following:

Customer Credit Support. Customer shall provide Company with: (a) a guaranty substantially in the form set forth in Exhibit B (“Customer Parent Guaranty”) from Oracle Corporation (or another Affiliate of Customer approved by Company in writing) (the “Customer Parent Guarantor”), pursuant to which Customer Parent Guarantor has guaranteed the payment obligations of Customer under this Agreement and, (b) if applicable pursuant to Schedule 8, one or more Letters of Credit equal to the aggregate stated amount of the applicable Letter of Credit posting as set forth in Schedule 8 (the “LC Required Amount,” as adjusted from

time to time in accordance with this Section 8 and Schedule 8, and together with the Customer Parent Guaranty, the “Customer Credit Support”).”

Effectively, both the PSA and ESA require Oracle (as the parent of Green Chile Ventures LLC) to guarantee all payment obligations under each agreement through a combination of a parent guarantee and, if applicable, a letter of credit. This includes any termination payment that would be required if the Customer voluntarily terminates or defaults.

As shown in Exhibit E of the PSA, the termination payment under that agreement is roughly \$2.3 billion if the agreement was terminated at the outset of the term. The termination payment is based on the Customer’s Minimum Monthly Charge, as defined in Sections 5.2 and 7.4 of the PSA. The termination payment combined with the Customer Credit Support protects the Company’s other customers from the risk of stranded assets under the PSA.

Under the ESA, the termination payment is defined as “an amount equal to the sum of Customer’s Subscription Charges for the remaining years in the Term for each Project included in the Project Portfolio Matrix (the “Termination Payment”)” (See Section 6.3.1). The termination payment is an acceleration of the remaining payments that the Customer would have made had the ESA not been terminated. Total subscription charges under the ESA, accounting for both Company and third-party owned energy storage projects, are estimated at roughly \$3.9 billion. Like the PSA, the credit support terms in the ESA adequately protect the Company’s other customers from the risk of stranded assets.

In the November 6 Order, p 112, the Commission ordered the inclusion of a “default collateral provision” of 50% of the exit fee (or termination payment) in the form of a standby irrevocable letter of credit or cash, as applicable, for large load customers in Consumers’ Rate GPD. However, despite MNSC’s assertions that the Commission foreclosed the option of a parent guarantee, the Commission noted that “issues of collateral are more dependent on the specific

creditworthiness of an individual applicant” and a parent guarantee may also be satisfactory depending on the credit worthiness of the customer. (November 6 Order, p 112).

Oracle is one of the top 20 companies in the world by market capitalization and holds an investment grade credit rating. The split between parental guarantee and letter of credit is determined by Oracle’s credit rating as established by S&P and Moody’s. There are various triggers established in the PSA and ESA that determine, if applicable, the Customer’s LC Required Amount, but at all times the entirety of the termination payment under both the PSA and ESA are provided for through the Customer’s Credit Support. The credit requirements in both the ESA and PSA far exceed the 50% standard set forth in the November 6 Order as reasonable and prudent.

The redactions of the detailed credit mechanisms are not a valid reason to reject the Company’s requested *ex parte* approval of the Special Contracts. These terms are commercially sensitive and must remain confidential and redacted regardless of whether the Application is granted *ex parte*. The Company is unaware of other jurisdictions that require public disclosure of specific contractual credit terms in electric service agreements.

Beyond the above items, MNSC criticizes the proposed PSA, asserting that it “does not appear to require the Customer to move to a large load-specific rate class if one is approved in the future. In contrast, in U-21859, the Commission directed that Consumers Energy Company’s plan to transfer any existing large load customers to a new, large load-specific rate ‘should be included in any contract that Consumers enters into with a large load customer.’” (MNSC Request, pp 10-11. Footnotes omitted).

All customers execute contracts under the Company’s D11 rate schedule. These contracts serve to provide certainty of terms to the utility and to the customer during the term of the contract. The Company does not maintain a unilateral right to migrate customers to different rates while the

customer's contract is in effect. A requirement to do so abrogates the certainty that customers seek for the term of their agreement, particularly here where the Customer has already committed to pay for bespoke resources. However, the Company does have the ability to move the Customer to a new rate schedule once the initial term of the PSA has run, and to modify the PSA as needed to reflect the requirements under the new rate schedule (See Section 3.2 of the PSA).

In sum, the Commission's November 6 Order does not require that a contested proceeding be held on the Application. The November 6 Order provided guidance on large load customers generally. The Special Contract terms concern one Customer and are consistent with the November 6 Order. There is no need to immediately undertake another contested case to consider virtually the same issues, particularly where the Special Contracts include equally-protective terms as those set forth in the November 6 Order. The Company's Application, testimony, and exhibits provide ample support for the Commission to make an *ex parte* decision on the narrow issues presented. The Company's filing includes: (1) detailed testimony from Company experts on cost recovery, resource planning, and ratemaking impacts; (2) specific preliminary cost estimates for transmission and distribution upgrades; (3) a clear explanation of how renewable energy standards will be met; and (4) copies of contracts that establish a balanced and protective framework.<sup>7</sup> The Commission has sufficient information for evaluating whether approval of the Special Contracts is reasonable, appropriate, and in the best interest of customers.

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<sup>7</sup> Suggestions that the Application cannot be adequately examined without reviewing fully unredacted versions of the Special Contract lacks merit. The Company supplied the most critical provisions of the Special Contracts along with the expert testimony of Company Witness Foley who provides further context and background surrounding the key provisions.

**3. *The Company will Provide Additional Detail on its Renewable Energy Resources Development Plans and Long-Term Resource Planning in the Appropriate Statutory Proceeding.***

DTE Electric's Response to the AG's Request, p 8, explained that the Attorney General's argument that the Company provided minimal detail regarding the development of renewable resources to accommodate the Customer's additional load and the related cost recovery has no merit. ABATE, MNSC, CEO, and GLREA essentially echo the Attorney General's position.

The Company again notes that it has an obligation to provide access to retail electric service to those who locate in its service territory. See MCL 462.4(a); MCL 460.54. The purpose of the Company's filing is to seek approval of the terms of service for the Customer. However, the Company recognizes that the impacts of the Customer's load on the Company's Renewable Portfolio Standard ("RPS") obligations set forth in Public Act 295 of 2008, as amended, MCL 460.1001 *et seq.*, will need to be addressed in future proceedings. Therefore, the Company provided an overview of its commitment to meet the standard in this filing. See Qualifications and Direct Testimony of Kevin L. Bilyeu, Case No. U-21990 (Oct. 31, 2025) ("Bilyeu Direct"), pp 6–8. The commitment to meet all RPS obligations is clearly stated in Company Witness Bilyeu's testimony, and the mechanism for doing so will continue to be fully vetted in the dedicated forums the Commission has established for that purpose. Requests for additional detail on long-term resource planning (which will be addressed in the Company's forthcoming Integrated Resource Plan) or hypothetical scenarios are not a valid basis for denying the requested *ex parte* relief or rejecting the clear and present benefits that the Special Contracts provide.

The same holds true for suggestions that Energy Waste Reduction ("EWR") targets must be adjusted in this proceeding. A distinct statutory proceeding exists where EWR targets will be adjusted and need not be considered here. In the November 6 Order, the Commission observed the

same: “...issues related to renewable and clean energy standards should be addressed in the proceedings that are already structured to address these issues, including REP, CEP, IRP, and VGP program cases, as well as rate cases. As the Staff notes, capacity demonstration cases and EWR cases will be involved as well. The Commission recognizes that MCL 460.1051 and MCL 460.1028 require a ramping-up of clean and renewable energy supplies and they are volumetrically-based. These are requirements that will be addressed in the proceedings where such requirements are reviewed under the statutorily authorized process.” (November 6 Order, pp 118-119).

### CONCLUSION

DTE Electric respectfully requests that the Commission deny the Additional Requests (as well as the AG Request) for a contested proceeding, and grant *ex parte* approval of the Special Contracts. The Company has met its burden under MCL 460.6a(3) by demonstrating through detailed testimony that approval of the Special Contracts will not increase the cost of service to existing customers. The proposed framework reflects a reasonable and appropriate balance between the advantages of serving a new large load customer and protecting existing customers from added financial risk and potential cost subsidies. The Special Contracts work in tandem to meet the Customer’s unique needs responsibly. Together, the Special Contracts also provide enhanced protections to ensure a long-term commitment to DTE Electric, mitigate potential stranded asset risks, and protect existing customers from potential cost subsidies. The Requests for a contested proceeding seek to transform a straightforward special contract approval into a wide-ranging exploration of issues properly addressed in other dockets and that have already been contemplated in Case No. U-21859. Therefore, the Additional Requests (as well as the AG Request) should be denied.

Respectfully submitted,

DTE ELECTRIC COMPANY

By: \_\_\_\_\_  
Andrea Hayden (P71976)  
John A. Janiszewski (P74400)  
Attorneys for DTE Electric Company  
One Energy Plaza, 1635 WCB  
Detroit, MI 48226  
313-235-9449

Dated: November 26, 2025

**Revenue Deficiency Summary by Class – U-21534 Order vs. Data Center Study**

This table compares the revenue deficiency (or sufficiency) for each class:

<b>Col 1 - Case No. U-21534 Order</b>	Revenue deficiency by class as approved in the U-21534 Order
<b>Col 2 - DC + D11 Combined</b>	New study combining the Data Center and the D11 class
<b>Col 3 - Rev Def (Suf)</b>	Change in revenue deficiency from the U-21534 Order to the DC + D11 Combined study (col 2 less col 1) (positive = higher rev def, negative = lower rev def)

**Production COSS**

The (\$242,251) reduction in production revenue deficiency shown on line 21, column (3), reflects the impact of including the Data Center in the U-21534 Order COSS. It reflects the outcomes as if the additional load from the Data Center was included in present revenues and inclusive of incremental fuel and purchased power costs from A-13, C4. Under the U-21534 Order, the model showed a total production revenue deficiency of \$36,870. In the updated study with the Data Center, the total shifts to a revenue sufficiency of (\$205,380), **resulting in a net change of (\$242,251).**

In addition, all classes individually have reduced production cost allocation.

Line No.		(1)	(2)	(3)
		REVENUE DEFICIENCY (SUFFICIENCY) (\$000)		
		U-21534 Order	Order as if DC load were included in D11 in U-21534	Change in Rev Def (Suf)
1	D-1.11/Other Residential Service	21,721	(90,164)	(111,884)
2	D-1.2 Time of Use	229	(906)	(1,135)
3	D-2 Residential Space Ht	347	(1,235)	(1,582)
4	Total Residential	22,296	(92,305)	(114,601)
5	D-3/Other General Service	5,367	(44,570)	(49,938)
6	D-3.2 Secondary Schools	107	(1,960)	(2,067)
7	D-4 Lg Genl Service	592	(9,681)	(10,273)
8	Total Commercial	6,066	(56,212)	(62,278)
9	D-11/Other Primary	3,947	(52,245)	(56,192)
10	D11 Data Center			-
11	D-6.2 Primary Schools	4,280	(88)	(4,368)
12	D-8 Interrupt Supply	90	(2,071)	(2,161)
13	R-1.1/R-1.2 Metal Melt Process Heat	(89)	(1,987)	(1,898)
14	R-10 Interrupt Supply	19	19	(0)
15	Total Primary	8,246	(56,372)	(64,619)
16	D-9 Residential	23	4	(19)
17	D-9 Commercial	33	(49)	(82)
18	E-1 Lighting	173	(199)	(372)
19	E-2 Signals	32	(248)	(280)
20	Total Ltg	261	(492)	(753)
21	<b>Total Production</b>	<b>36,870</b>	<b>(205,380)</b>	<b>(242,251)</b>

**Distribution COSS**

The \$39,730 increase in distribution revenue deficiency shown on line 30, column (3), reflects the impact of transmission substation investments driven by the Data Center (see Foley testimony in U-21990) and overall income tax allocations. Under the U-21534 Order, the Distribution COSS showed a revenue deficiency of \$180,759. In the updated study that includes the Data Center, this deficiency is \$220,489, resulting in a net change of \$39,730.

	(1)	(2)	(3)	
	REVENUE DEFICIENCY (\$000)			
	U-21534 Order	DC + D11 Combined	Change in Rev Def (Suf)	
21	Residential Secondary	113,786	118,942	5,156
22	Commercial Secondary	60,157	62,216	2,059
23	Primary	4,318	8,152	3,834
24	Subtransmission	(1,382)	1,190	2,572
25	Transmission	1,264	27,058	25,793
26	D-9 Residential	1,358	1,343	(15)
27	D-9 Commercial	(1,084)	(1,023)	61
28	E-1 Lighting	2,176	2,442	266
29	E-2 Signals	166	170	4
30	Total Distribution	180,759	220,489	39,730

Production by Class					
Cost of Service Study					
PRODUCTION COSTS					
	(a)	(b)	(c)	(d)	(e)
	Total Electric	Total Residential	Total Commercial Secondary	Total Primary	E-1 St Lgt D9 OPL E-2 Signals
1 Rate Base	8,707,728	3,591,009	1,893,657	3,205,863	17,200
<u>Revenues:</u>					
2 Revenue From Electric Sales	3,623,008	1,357,891	779,751	1,474,579	10,787
3 D13 Present Revenue	10,496	3,986	2,289	4,189	32
4 Misc Revenue	34,977	25,867	4,608	4,455	47
5 Total Adjusted Revenues	3,668,481	1,387,745	786,648	1,483,223	10,866
<u>Expenses:</u>					
6 Fuel	1,113,403	390,749	234,187	484,056	4,410
7 Purchased Power	569,180	189,484	112,124	265,666	1,906
8 O & M Expense	512,885	189,506	109,313	212,386	1,680
9 Depreciation	508,902	213,593	110,953	183,468	888
10 Other (Reg Assets, etc)	-	-	-	-	-
11 Remove Reg Assets	-	-	-	-	-
12 Accretion of Loss/ Gain on Sale	-	-	-	-	-
13 Other Taxes	121,801	49,756	26,443	45,348	254
14 Income Taxes	150,422	63,334	34,578	52,202	309
15 Amortizations	-	-	-	-	-
16 Total Expenses	2,976,593	1,096,422	627,599	1,243,125	9,446
17 Net Oper Income	691,888	291,322	159,049	240,097	1,419
18 AFUDC & Other	56,690	23,818	12,362	20,411	98
19 Net Adjustments	854	352	186	314	2
20 Adj Net Oper Income	749,432	315,493	171,597	260,823	1,519
21 Rate of Return	8.61%	8.79%	9.06%	8.14%	8.83%
22 Return @ 5.68653727512958 %	495,168	204,204	107,684	182,303	978
23 Income Deficiency	(254,264)	(111,289)	(63,914)	(78,520)	(541)
24 Base Revenue Def / (Sufficiency)	(343,164)	(150,199)	(86,260)	(105,974)	(730)
25 Tree Trim Surge Rev Req (Dist Only)	-	-	-	-	-
26 Monroe Reg Asset Rev Req (Prod Only)	137,505	57,786	29,987	49,495	238
27 Base Revenue Def/ (Sufficiency) w Tree Trim Surge & Monroe	(205,658)	(92,413)	(56,274)	(56,479)	(493)
28 Less: D13 Incremental Revenues	(278)	(105)	(61)	(111)	(1)
29 R10 Tax Gross-Up Adjustment (Prod Only)	(0)	2	1	(4)	0
30 Total Revenue Def/ (Sufficiency) - DC + D11	<b>(205,380)</b>	<b>(92,305)</b>	<b>(56,212)</b>	<b>(56,372)</b>	<b>(492)</b>
31 Total Base Revenue Requirement - DC + D11	<b>3,417,628</b>	<b>1,265,586</b>	<b>723,539</b>	<b>1,418,207</b>	<b>10,295</b>
32 Total Revenue Def/ (Sufficiency) - U-21534 Order	36,870	22,296	6,066	8,246	261
33 Total Base Revenue Requirement - U-21534 Order	3,101,057	1,380,188	785,817	924,004	11,048

Production by Class

Cost of Service Study

PRODUCTION COSTS

	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
	D-1.11/Other Residential Service	D-1.2 Time Of Use	D-2 Residential Space Ht	Total Residential	D-3/Other General Service	D-3.2 Secondary Schools	D-4 Lg Genl Service	Total Commercial Secondary
1 Rate Base	3,513,795	33,375	43,838	3,591,009	1,522,143	62,553	308,962	1,893,657
<b>Revenues:</b>								
2 Revenue From Electric Sales	1,323,961	14,282	19,648	1,357,891	621,948	26,144	131,658	779,751
3 D13 Present Revenue	3,887	42	58	3,986	1,826	77	387	2,289
4 Misc Revenue	25,308	185	374	25,867	4,016	100	492	4,608
5 Total Adjusted Revenues	1,353,155	14,510	20,080	1,387,745	627,790	26,321	132,537	786,648
<b>Expenses:</b>								
6 Fuel	379,469	4,569	6,711	390,749	185,979	7,883	40,325	234,187
7 Purchased Power	184,352	2,146	2,986	189,484	89,082	3,762	19,280	112,124
8 O & M Expense	184,610	2,058	2,838	189,506	87,066	3,656	18,591	109,313
9 Depreciation	209,148	1,934	2,511	213,593	89,323	3,656	17,974	110,953
10 Other (Reg Assets, etc)	-	-	-	-	-	-	-	-
11 Remove Reg Assets	-	-	-	-	-	-	-	-
12 Accretion of Loss/ Gain on Sale	-	-	-	-	-	-	-	-
13 Other Taxes	48,669	469	617	49,756	21,237	874	4,331	26,443
14 Income Taxes	61,950	595	789	63,334	27,698	1,159	5,721	34,578
15 Amortizations	-	-	-	-	-	-	-	-
16 Total Expenses	1,068,199	11,771	16,452	1,096,422	500,385	20,991	106,222	627,599
17 Net Oper Income	284,956	2,739	3,627	291,322	127,404	5,330	26,315	159,049
18 AFUDC & Other	23,323	215	279	23,818	9,953	407	2,002	12,362
19 Net Adjustments	344	3	4	352	149	6	30	186
20 Adj Net Oper Income	308,624	2,957	3,911	315,493	137,507	5,743	28,347	171,597
21 Rate of Return	8.78%	8.86%	8.92%	8.79%	9.03%	9.18%	9.18%	9.06%
22 Return @ 5.68653727512958 %	199,813	1,898	2,493	204,204	86,557	3,557	17,569	107,684
23 Income Deficiency	(108,811)	(1,059)	(1,418)	(111,289)	(50,950)	(2,186)	(10,778)	(63,914)
24 Base Revenue Def / (Sufficiency)	(146,855)	(1,430)	(1,914)	(150,199)	(68,763)	(2,950)	(14,547)	(86,260)
25 Tree Trim Surge Rev Req (Dist Only)	-	-	-	-	-	-	-	-
26 Monroe Reg Asset Rev Req (Prod Only)	56,586	522	678	57,786	24,144	988	4,855	29,987
27 Base Revenue Def/ (Sufficiency) w Tree Trim Surge & Monroe	(90,269)	(907)	(1,237)	(92,413)	(44,620)	(1,962)	(9,692)	(56,274)
28 Less: D13 Incremental Revenues	(103)	(1)	(2)	(105)	(48)	(2)	(10)	(61)
29 R10 Tax Gross-Up Adjustment (Prod Only)	2	0	0	2	1	0	0	1
30 Total Revenue Def/ (Sufficiency) - DC + D11	(90,164)	(906)	(1,235)	(92,305)	(44,570)	(1,960)	(9,681)	(56,212)
31 Total Base Revenue Requirement - DC + D11	1,233,797	13,376	18,413	1,265,586	577,378	24,184	121,977	723,539
32 Total Revenue Def/ (Sufficiency) - U-21534 Order	21,721	229	347	22,296	5,367	107	592	6,066
33 Total Base Revenue Requirement - U-21534 Order	1,345,682	14,511	19,995	1,380,188	627,315	26,251	132,250	785,817

Production by Class

Cost of Service Study

PRODUCTION COSTS

	(n)	(o)	(p)	(q)	(r)	(s)
	D-11/ Data Center/ Other/ Primary	D-6.2 Primary Schools	D-8 Interrupt Supply	R-1.1/R-1.2 Metal Melt Process Heat	R-10 Interrupt Supply	Total Primary
1 Rate Base	2,970,847	132,633	56,228	46,155	0	3,205,863
<b>Revenues:</b>						
2 Revenue From Electric Sales	1,320,522	50,619	29,445	26,252	47,740	1,474,579
3 D13 Present Revenue	3,877	149	86	77	-	4,189
4 Misc Revenue	4,121	158	93	82	-	4,455
5 Total Adjusted Revenues	1,328,520	50,926	29,625	26,412	47,740	1,483,223
<b>Expenses:</b>						
6 Fuel	439,973	15,852	10,621	9,935	7,674	484,056
7 Purchased Power	208,903	7,745	4,697	4,236	40,085	265,666
8 O & M Expense	196,674	7,572	4,307	3,833	(0)	212,386
9 Depreciation	170,064	7,812	3,103	2,489	-	183,468
10 Other (Reg Assets, etc)	-	-	-	-	-	-
11 Remove Reg Assets	-	-	-	-	-	-
12 Accretion of Loss/ Gain on Sale	-	-	-	-	-	-
13 Other Taxes	42,024	1,850	806	667	-	45,348
14 Income Taxes	48,374	1,803	1,088	938	-	52,202
15 Amortizations	-	-	-	-	-	-
16 Total Expenses	1,106,011	42,634	24,623	22,098	47,759	1,243,125
17 Net Oper Income	222,509	8,291	5,002	4,313	(19)	240,097
18 AFUDC & Other	18,920	871	345	276	-	20,411
19 Net Adjustments	291	13	6	5	-	314
20 Adj Net Oper Income	241,720	9,175	5,352	4,594	(19)	260,823
21 Rate of Return	8.14%	6.92%	9.52%	9.95%	-25376389.58%	8.14%
22 Return @ 5.68653727512958 %	168,938	7,542	3,197	2,625	0	182,303
23 Income Deficiency	(72,782)	(1,633)	(2,155)	(1,969)	19	(78,520)
24 Base Revenue Def / (Sufficiency)	(98,229)	(2,204)	(2,908)	(2,658)	25	(105,974)
25 Tree Trim Surge Rev Req (Dist Only)	-	-	-	-	-	-
26 Monroe Reg Asset Rev Req (Prod Only)	45,879	2,112	835	669	-	49,495
27 Base Revenue Def/ (Sufficiency) w Tree Trim Surge & Monroe	(52,350)	(92)	(2,073)	(1,989)	25	(56,479)
28 Less: D13 Incremental Revenues	(103)	(4)	(2)	(2)	-	(111)
29 R10 Tax Gross-Up Adjustment (Prod Only)	2	0	0	0	(7)	(4)
30 Total Revenue Def/ (Sufficiency) - DC + D11	(52,245)	(88)	(2,071)	(1,987)	19	(56,372)
31 Total Base Revenue Requirement - DC + D11	1,268,277	50,532	27,374	24,265	47,759	1,418,207
32 Total Revenue Def/ (Sufficiency) - U-21534 Order	3,947	4,280	90	(89)	19	8,246
33 Total Base Revenue Requirement - U-21534 Order	765,648	54,899	29,535	26,163	47,759	924,004

Production by Class				
Cost of Service Study				
PRODUCTION COSTS				
	(t)	(u)	(v)	(w)
	D-9 OPL Residential	D-9 OPL Commercial	E-1 St Lght	E-2 Signals
1 Rate Base	351	1,592	7,175	8,082
<b>Revenues:</b>				
2 Revenue From Electric Sales	257	1,225	5,488	3,817
3 D13 Present Revenue	1	4	16	11
4 Misc Revenue	1	4	30	12
5 Total Adjusted Revenues	259	1,232	5,535	3,840
<b>Expenses:</b>				
6 Fuel	121	548	2,473	1,268
7 Purchased Power	50	227	1,024	605
8 O & M Expense	43	195	879	563
9 Depreciation	17	75	338	458
10 Other (Reg Assets, etc)	-	-	-	-
11 Remove Reg Assets	-	-	-	-
12 Accretion of Loss/ Gain on Sale	-	-	-	-
13 Other Taxes	5	24	109	115
14 Income Taxes	4	29	127	149
15 Amortizations	-	-	-	-
16 Total Expenses	241	1,099	4,950	3,157
17 Net Oper Income	18	133	585	683
18 AFUDC & Other	2	8	37	51
19 Net Adjustments	0	0	1	1
20 Adj Net Oper Income	20	142	622	735
21 Rate of Return	5.69%	8.91%	8.68%	9.09%
22 Return @ 5.68653727512958 %	20	91	408	460
23 Income Deficiency	(0)	(51)	(214)	(275)
24 Base Revenue Def / (Sufficiency)	(0)	(69)	(289)	(372)
25 Tree Trim Surge Rev Req (Dist Only)	-	-	-	-
26 Monroe Reg Asset Rev Req (Prod Only)	4	20	90	123
27 Base Revenue Def/ (Sufficiency) w Tree Trim Surge & Monroe	4	(49)	(199)	(248)
28 Less: D13 Incremental Revenues	(0)	(0)	(0)	(0)
29 R10 Tax Gross-Up Adjustment (Prod Only)	0	0	0	0
30 Total Revenue Def/ (Sufficiency) - DC + D11	4	(49)	(199)	(248)
31 Total Base Revenue Requirement - DC + D11	262	1,175	5,289	3,569
32 Total Revenue Def/ (Sufficiency) - U-21534 Order	23	33	173	32
33 Total Base Revenue Requirement - U-21534 Order	280	1,258	5,661	3,849

Distribution by Voltage

Cost of Service Study  
 DISTRIBUTION COSTS

	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)
	Total	Residential	Commercial			Transmission/ Data Center	D-9 OPL	D-9 OPL		
	Electric	Secondary	Secondary	Primary	Subtransmission		Residential	Commercial	E-1 St Lght	E-2 Signals
1 Rate Base	13,326,332	7,951,340	3,589,056	991,732	100,689	385,320	12,549	32,178	254,093	9,375
<u>Revenues:</u>										
2 Revenue From Electric Sales	2,290,630	1,430,253	593,121	161,015	11,229	25,688	1,850	8,352	57,552	1,571
3 D13 Present Revenue	566	354	147	40	3	6	0	2	14	0
4 Misc Revenue	80,359	58,986	10,963	3,576	2,094	3,889	21	250	554	25
5 Total Adjusted Revenues	2,371,555	1,489,592	604,231	164,630	13,326	29,584	1,872	8,603	58,120	1,597
<u>Expenses:</u>										
6 Fuel	-	-	-	-	-	-	-	-	-	-
7 Purchased Power	-	-	-	-	-	-	-	-	-	-
8 O & M Expense	641,851	435,678	144,473	38,712	2,156	9,672	427	1,467	8,842	424
9 Depreciation	741,663	450,485	197,843	46,118	3,551	11,162	1,431	3,183	27,390	498
10 Other (Reg Assets, etc)	-	-	-	-	-	-	-	-	-	-
11 Remove Reg Assets	-	-	-	-	-	-	-	-	-	-
12 Accretion of Loss/ Gain on Sale	-	-	-	-	-	-	-	-	-	-
13 Other Taxes	266,636	161,198	69,813	19,140	1,823	6,601	351	839	6,690	180
14 Income Taxes	120,904	74,116	32,195	10,166	971	360	(57)	522	2,547	83
15 Amortizations	-	-	-	-	-	-	-	-	-	-
16 Total Expenses	1,771,054	1,121,478	444,325	114,137	8,501	27,795	2,153	6,012	45,469	1,184
17 Net Oper Income	600,501	368,114	159,906	50,493	4,825	1,789	(281)	2,592	12,651	412
18 AFUDC & Other	1,182	705	318	88	9	34	1	3	23	1
19 Net Adjustments	1,400	836	377	104	11	40	1	3	27	1
20 Adj Net Oper Income	603,083	369,655	160,602	50,685	4,844	1,864	(279)	2,598	12,700	414
21 Rate of Return	4.53%	4.65%	4.47%	5.11%	4.81%	0.48%	-2.22%	8.07%	5.00%	4.42%
22 Return @ 5.68653727512958 %	757,807	452,156	204,093	56,395	5,726	21,911	714	1,830	14,449	533
23 Income Deficiency	154,724	82,501	43,491	5,710	881	20,048	992	(768)	1,749	119
24 Base Revenue Def / (Sufficiency)	208,821	111,346	58,698	7,706	1,190	27,057	1,339	(1,037)	2,361	161
25 Tree Trim Surge Rev Req (Dist Only)	11,695	7,613	3,526	447	0	1	4	14	82	9
26 Monroe Reg Asset Rev Req (Prod Only)	-	-	-	-	-	-	-	-	-	-
27 Base Revenue Def/ (Sufficiency) w Tree Trim Surge & Monroe	220,516	118,959	62,223	8,154	1,190	27,058	1,343	(1,023)	2,443	170
28 Less: D13 Incremental Revenues	27	17	7	2	0	0	0	0	1	0
29 R10 Tax Gross-Up Adjustment (Prod Only)	-	-	-	-	-	-	-	-	-	-
30 Total Revenue Def/ (Sufficiency) - DC + D11	220,489	118,942	62,216	8,152	1,190	27,058	1,343	(1,023)	2,442	170
31 Total Base Revenue Requirement - DC + D11	2,511,119	1,549,195	655,337	169,166	12,419	52,746	3,193	7,328	59,994	1,741



SERVICE LIST

**ASSOCIATION OF BUSINESSES  
ADVOCATING TARIFF EQUITY**

Stephen A. Campbell  
Clark Hill PLC  
500 Woodward, Suite 3500  
Detroit, Michigan 48226  
[scampbell@clarkhill.com](mailto:scampbell@clarkhill.com)

Michael J. Pattwell  
Clark Hill PLC  
215 South Washington Square, Suite 200  
Lansing, MI 48933  
[mpattwell@clarkhill.com](mailto:mpattwell@clarkhill.com),

**THE ECOLOGY CENTER, THE  
ENVIRONMENTAL LAW & POLICY  
CENTER, UNION OF CONCERNED  
SCIENTISTS, VOTE SOLAR (“CEO”)**

Katherine S. Duckworth  
Daniel Abrams  
Environmental Law & Policy Center  
35 E Wacker Dr., Suite. 1600  
Chicago, IL 60601  
[KDuckworth@elpc.org](mailto:KDuckworth@elpc.org)  
[DAbrams@elpc.org](mailto:DAbrams@elpc.org)

Alondra Estrada, Paralegal  
Katie Toolan, Legal Assistant  
Environmental Law & Policy Center  
[aestrada@elpc.org](mailto:aestrada@elpc.org)  
[ktoolan@elpc.org](mailto:ktoolan@elpc.org)  
[MPSCDocket@elpc.org](mailto:MPSCDocket@elpc.org)

**GREAT LAKES RENEWABLE  
ENERGY ASSOCIATION**

Don L. Keskey  
Public Law Resource Center PLLC  
University Office Place  
333 Albert Avenue, Suite 425 East Lansing,  
MI 48823  
[donkeskey@publiclawresourcecenter.com](mailto:donkeskey@publiclawresourcecenter.com)

**MICHIGAN ATTORNEY GENERAL**

Joel B. King  
Michael E. Moody  
Lucas Wollenzien  
Assistant Attorneys General  
Special Litigation Division Sixth Floor  
Williams Bldg. 525 W. Ottawa Street  
P. O. Box 30755  
Lansing, Michigan 48909  
[KingJ38@michigan.gov](mailto:KingJ38@michigan.gov)  
[moodym2@michigan.gov](mailto:moodym2@michigan.gov)  
[WollenzienL@michigan.gov](mailto:WollenzienL@michigan.gov)

**MICHIGAN ENVIRONMENTAL  
COUNCIL, NATURAL RESOURCES  
DEFENSE COUNCIL, SIERRA CLUB,  
CITIZENS UTILITY BOARD OF  
MICHIGAN**

Christopher M. Bzdok  
Troposphere Legal, PLC  
420 E. Front Street  
Traverse City, MI 49686  
[chris@tropospherelegal.com](mailto:chris@tropospherelegal.com)

Sean C. Clark  
Natasha Fowles, Legal Assistant  
[sean@tropospherelegal.com](mailto:sean@tropospherelegal.com)  
[natasha@tropospherelegal.com](mailto:natasha@tropospherelegal.com)

Caroline Palmer  
Synapse Energy Economics  
485 Massachusetts Avenue, Suite 3  
Cambridge, MA 02139  
[cpalmer@synapse-energy.com](mailto:cpalmer@synapse-energy.com)

**MICHIGAN PUBLIC SERVICE  
COMMISSION STAFF**

Steven D. Hughey  
Assistant Attorney General  
7109 W. Saginaw Hwy.  
Lansing, MI 48917  
[hugheys@michigan.gov](mailto:hugheys@michigan.gov)