

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the Matter of the Application of DTE Electric
Company for Approval of Special Contracts

MPSC No. U-21990

**Attorney General’s Reply to DTE’s
Response Opposing the Attorney General’s
Request for a Contested Proceeding**

DTE’s responsive pleadings¹ fail to provide adequate resolution to the many substantive issues raised in this matter. Crucially, the Company does not address the Attorney General’s concerns as to the total generation investments and other attendant costs that would be required to meet the Customer’s projected load.² DTE provides no response to the questions of whether and how it could fully serve a 1.4GW customer by 2028 with storage resources and only 443 MW of additional renewable generation planned for development “by 2032.”³ DTE thus fails to meet its burden of

¹ U-21990, DTE’s November 18, 2025, and November 26, 2025, Responses.

² *See, e.g.*, Attorney General’s Notice of Intervention at Paragraph 15.E (including that “it is unclear under these projections whether and how much additional investment might be needed to supply any remaining power needs above the renewable resources.... [i]f other investments are necessary to meet the Customer’s power supply needs under the contracts, those investments do not appear to be identified in the Application”); *See, also, e.g., Id.* at Attachment A, Issue Paragraph 1 (“[DTE] has not fully disclosed the likely sources of power generation and forecasted cost of energy it will either produce or purchase”); *See also, e.g., Id.* at Issue Paragraph 8 (“Computer centers run 24 hours by seven days throughout the year and need constant power.... Typical battery storage capacity lasts four hours. It is not clear how DTE would supplement generation capacity after four hours if the battery storage is called on for a period longer than four hours.”).

³ *See* U-21990, Bilyeu Direct at 9:11 – 16 (including that “[i]n comparison to the Company’s most recent Amended REP, the Company estimates that 443 MW of additional renewable energy resources would be needed by 2032.”); *See also, Id.* at 10:20 – 21 (referring to “the estimated 443 MW of additional renewable capacity....”).

proof under both the *ex parte* standard of MCL 460.6a and the Commission's standards for special contract approval as described in Case U-21859, including that:

[T]he filing should detail the generation, storage, and other resources (including, potentially, VPPs and demand-side resources) that will be required to serve that large load customer and how that interconnecting customer will cover the costs of such resources.⁴

Without a clear description of these resources and corresponding cost coverage, the Commission cannot grant *ex parte* approval of the contracts. DTE's pleadings present a host of other issues where the Company falls short of these standards, fails to meet other requirements from Case U-21859, and otherwise raises concerns that require a contested proceeding to be addressed. For example, the Attorney General notes below points in the contracts where it is unclear how and when the termination fee provisions will apply, in part due to DTE's extensive redactions.

The Company also has failed to support arguments in its Responses as to non-disclosure of its redacted contract terms, such as its assertion that "[t]he Company supplied the most critical provisions of the Special Contracts...."⁵ To reiterate, the PSA and ESA include terms that define the obligations of each party as could potentially result in unrecovered costs impacting other customers; the Commission and intervenors need the ability to understand any such terms that have been redacted. DTE's November 26, 2025, Response further appears to reveal some

⁴ U-21859, November 6, 2025, Commission Order at 117.

⁵ Case U-21990, DTE's November 26, 2025, Response at 14, FN 7. The response further argues in the context of the collateral terms that such redacted terms "are commercially sensitive and must remain confidential and redacted regardless of whether the Application is granted *ex parte*" (presumably addressing the potential for disclosure under protective order as part of a contested proceeding). *Id.* at 13.

information from the 10-plus redacted paragraphs in the “conditions precedent” sections from the contracts:

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. (emphasis added as to newly-disclosed information).⁶

DTE seems to believe it can push the Commission into approving its requests this week based on the assertion of a tight contractual timeline. However, it’s not clear from the language quoted above whether any termination right by the Customer after December 5th necessarily entails a termination, or whether the parties could toll any such timeline until the date of a later Commission meeting. Once again, the Company’s selective disclosure of these provisions prevents a full reading of the contracts by the intervenors or by the Commission itself. And it goes without saying that DTE’s ratepayers should not be forced to suffer the consequences of the Company structuring its contracts in this manner. Any deadlines as quoted above are a problem of the Company’s own making and the Commission should not feel compelled to meet such terms the Company has self-imposed in collaboration with the customer.

⁶ Case U-21990, DTE’s November 26, 2025, Response at 3.

For these reasons and as further explained below, the Attorney General thus reiterates her request that the Commission deny DTE’s request for *ex parte* relief and instead open a contested proceeding as described in the Attorney General’s Notice of Intervention and Request for a Contested Proceeding.

I. Argument

As an initial matter, the Attorney General reemphasizes that DTE’s Application fails to meet the plain language requirements for *ex parte* relief under MCL 460.6a. The Attorney General and other intervenors have already identified many points in DTE’s pleadings where it has failed to meet its burden of proof for that requested relief.⁷

A. DTE Misunderstands the Requirements from the Commission’s Recent Order in Case U-21859 and its Proposals Fall Short On Several of those Points.

Minimum contract term and MBD. By way of background, the Commission in U-21859 required a case-by-case approval process for each large customer taking service, including a showing for each “that costs caused by the interconnecting large load customer to be served under [Consumers’] tariff are not being paid for by other customers.”⁸ The Commission’s findings for contract term-length and minimum billing demand (MBD) tariff provisions thus appear to operate as minimums in that context, rather than as thresholds for sufficient protections in every case. For

⁷ MNSC, the “Clean Energy Organizations,” GLREA, and ABATE have all filed Petitions asserting that *ex parte* relief is not appropriate.

⁸ See, e.g., Case U-21859, November 6, 2025, Commission Order at 117.

example, the Commission’s Order explicitly refers to the contract term-length tariff provision as a “minimum contract term.”⁹

The Attorney General also presented lengthy analysis under the evidence in Case U-21859 as to why a 15-year contract term and 80% MBD framework is likely inadequate to cover even a partial estimate of incremental costs for new large customers.¹⁰ The Commission in its U-21859 Order further noted the paucity of detail presented by Consumers Energy on which to evaluate adequate protections.¹¹ In contrast, here the Commission should afford intervening parties the opportunity to assess a more granular and thorough cost accounting.

DTE’s November 18, 2025, Response also quotes a mistaken finding from the Commission in U-21859 that an 80% MBD term “received the most support among the parties....”¹² In actuality, the Attorney General had recommended that, if the Commission did not adopt any direct-assignment terms as part of near-term revenue-guarantee provisions, a 20-year minimum term and 90% minimum billing demand would be more appropriate until the time a new rate class could be established for

⁹ *Id.* at 109.

¹⁰ *See, e.g.*, Case U-21859, Attorney General’s Initial Brief at 14 – 19 (including a section titled “Consumers’ Proposed Revenue Terms Fall Short of Cost Recovery.”).

¹¹ *See, e.g.*, Case U-21859 November 6, 2025, Commission Order at 109 (“The Commission recognizes that Consumers provided little else for DCC to work with in the form of evidence on these future costs.”); *See also, e.g., Id.* at 116 – 117 (“Indeed, as Mr. Bieber notes in his testimony, ‘the Company has not performed the analyses that would be necessary to identify incremental generation investments to serve new large loads.’”).

¹² *See*, Case U-21990, DTE’s November 18, 2025, Response at 6 – 7 (quoting U-21859, November 6, 2025, Order at 109).

these customers.¹³ The Attorney General’s recommendation on that point echoed MNSC’s same recommended terms of 20-year/90% MBD.¹⁴ This means that there were just as many parties recommending those more protective terms (MNSC and the Attorney General) as there were recommending the less protective, 15-year/80% MBD structure (Consumers Energy and Commission Staff).

The Commission’s reliance in U-21859 on benchmarking to I&M for an MBD term, as further referenced in DTE’s Response,¹⁵ was also misplaced. The 80% MBD from I&M represented the outcome of a settlement agreement, whereas, as noted by the Attorney General in briefing, I&M had initially requested a 20-year/90% MBD structure.¹⁶ Similarly, I&M’s latest request for large customer tariff provisions in Michigan includes a 90% MBD component rather than 80% MBD as it settled on in Indiana.¹⁷

Contract Termination and Extension Provisions. As MNSC has noted, DTE’s proposals for the PSA fall short of the exit fee provisions required by the Commission in U-21859.¹⁸ Not only does the PSA exit fee not cover the remaining

¹³ See, e.g., Case U-21859, Attorney General’s Initial Brief at 23 – 25 (asserting, in combination with her recommendations for developing a new cost allocation model and rate class, that “[w]ith no direct assignment provisions, the Attorney General recommends a 20-year minimum contract at 90% minimum billing demand”). The Attorney General further noted there that “while [the estimated revenue represents] large numbers, the risk of undershooting these numbers is conversely several tens of millions, if not an order of magnitude larger, being borne by other ratepayers” and further that “[u]ntil such a time when more granular cost-accounting is readily ascertainable, the Attorney General urges that the Commission proceed with caution.” *Id.* at 25.

¹⁴ See, e.g., Case U-21859, MNSC’s Initial Brief at 2.

¹⁵ See, Case U-21990, DTE’s Response at 6 – 7 (quoting U-21859, November 6, 2025, Commission Order at 109) (“...aligned with what was approved in Indiana—the closest state, geographically, to Michigan, and a fellow midwestern and MISO state which also shares regulation of I&M.”).

¹⁶ Case U-21859, Attorney General’s Initial Brief at 23 – 24.

¹⁷ See, e.g., Case U-21986, Loveman Direct at 3:18.

¹⁸ See, Case U-21990, MNSC’s Petition at 9.

months of minimum billing demand as required in Case U-21859, the contract also does not appear to include any automatic extension provisions, let alone an extension of the exit fee into any automatic extension period, as ordered in U-21859.¹⁹ This presents significant stranded asset concerns in addition to other potential issues with the contracts' termination payment provisions.

In the near-term, it's not clear at what point the PSA termination fee provisions will begin applying relative to when DTE might start making investments to bring the customer online. While Paragraph 7.4 of the PSA indicates that the termination fee provisions would apply for terminations "on or after the Effective Date," the Effective Date itself is defined around the "Conditions Precedent;" the majority of the terms in that section of the PSA are redacted in DTE's Application.²⁰ Exhibit E to the PSA ("Sample Termination Payment Calculation"), similarly appears to be completely redacted prior to the month and year of the load ramp completion.²¹ DTE's application thus does not make it clear at what point the exit fee provisions would actually begin applying, raising concerns as to whether DTE might begin making investments prior to the point where the Customer is obligated to pay an exit fee under the PSA. In contrast, the Commission required in its U-21859 Order that new large customers be responsible for an exit fee during their ramp-up periods.²²

¹⁹ U-21859, November 6, 2025, Commission Order at 108 – 110. The PSA Termination also does not appear to include a system access charge, as further included in the Commission's U-21859 Order. *Id.* at 110.

²⁰ U-21990, Exhibit A-1 at 4 (Paragraph 4.2 "Conditions Precedent Deadline").

²¹ *Id.*, Exhibit A-1 at 38.

²² U-21859, November 6, 2025, Commission Order at 109.

The ESA also presents some uncertainty as to how its termination payment provisions might apply. DTE appears to calculate termination payments for Company-owned ESA projects as “the unrecovered portion of the 15-year revenue requirement for each project...”,²³ but states that “[f]or the purposes of billing the Customer, the revenue requirement for Company owned projects will first be calculated when the project achieves COD.... At that time, the Company will provide the Customer with a projection of the 15-year revenue requirement....”²⁴ The relevant termination-fee provisions in the Company’s proposed ESA Contract, and as described in DTE’s application testimony, do not appear to address treatment of costs associated with Company-owned projects still pre-COD at the time of termination.²⁵

Collateral Provisions. DTE does not appear to have made any attempt to justify its deviation from the default collateral provisions of U-21859 other than its unsupported assertion of an “extensive review” of customer creditworthiness by the Company,²⁶ and a general statement that: “Oracle is one of the top 20 companies in the world by market capitalization and holds an investment grade credit rating.”²⁷ DTE’s November 26, 2025, Response also asserts that “various triggers”²⁸—presumably buried in redactions—dictate the applicability of letter-of-credit terms, but stops short of actually explaining what those triggers are or how they might operate.

²³ U-21990, Foley Direct at 20:11 – 15.

²⁴ *Id.* at 16:21 – 17:6.

²⁵ See U-21990, Exhibit A-2 at 11 (“6.3. Termination Payment”).

²⁶ U-21990, DTE’s November 18, 2025, Response at 7.

²⁷ U-21990, DTE’s November 26, 2025, Response at 13.

²⁸ *Id.*

The Company’s latest responsive pleading also describes a minimum collateral calculation as covering the PSA and ESA termination fees.²⁹ But given the lack of clarity as to how those termination fee provisions apply in the near term (as described above), the value of that calculation has likewise yet to be sufficiently explained. Yet another point made clear in DTE’s latest response is that the “Customer Credit Support” terms allow for a parent guarantee not only from Oracle, but also from “another Affiliate of customer approved by Company in writing.”³⁰ This raises concerns about the ability of another Oracle subsidiary or other unknown entity, rather than Oracle itself, having the financial capability to meet the potential financial obligation of a contract termination or default exceeding \$2.0 billion.

B. DTE has Failed to Provide Adequate Explanations for how it Might Address Underlying Cost-Allocation Inequities, Including as Recognized in the Commission’s U-21859 Order.

It is important to note that the minimum and default terms discussed above do not directly address cost-allocation inequities identified by the intervenors in Case U-21859. MNSC highlighted in that case the significant impact of massive new demand on other customers through Consumers Energy’s current cost allocation methodology.³¹ The Commission’s Order acknowledged in particular MNSC’s analysis concerning the application of Consumers’ 4CP 75-0-25 methodology as to production costs, finding that:

²⁹ *Id.*

³⁰ *See* as quoted in DTE’s November 26, 2025, Response at 11 -12.

³¹ *See, e.g.*, as discussed in MNSC’s Initial Brief in Case U-21859 at 33-34 (including that “[t]he evidence in the record shows that under the current cost allocation framework significant portions of the costs of serving new large load customers would fall on other customer classes,” and further explaining the implications of 4CP 75-0-25 cost allocation in this context.).

This is unacceptable. A core tenet of ratemaking is that customers are responsible for the costs they impose on the system and the costs required to serve them. Residential, commercial, and other industrial customers should not have to pay for investments driven solely by large load additions.³²

DTE appears to employ the same 4CP 75-0-25 cost allocation method for production costs as addressed by the Commission in case U-21859.³³ The Attorney General also identified in U-21859 that some subsidization of large customers' transmission investment costs appears to be inherent to Consumers' (and here DTE's) current PSCR processes.³⁴ Setting aside any allocation issues with transmission costs incorporated into base rates, some portion of transmission costs required to bring large customers online would appear to impact the PSCR factor uniformly borne by all PSCR customers.³⁵ DTE has failed to provide any analysis or study that might attempt to explain a solution on this question.

These latent inequities present further significance for the point, as MNSC identifies in its Petition here, that DTE's proposed PSA contract does not include a requirement for moving the customer to a new rate such as the Commission addressed in Case U-21859.³⁶ DTE instead appears to assert in its latest Response that it will not include any such terms for transferring customers to a new rate that might entail more equitable cost allocation: "[t]he Company does not maintain a

³² U-21859, November 6, 2025, Commission Order at 116 (and citing to MNSC's Initial Brief at 33).

³³ See, e.g., Case U-21860, Goyanes Application Testimony at 17:7 – 11.

³⁴ See, e.g., Case U-21859, Attorney General's Initial Brief at 21 – 22.

³⁵ *Id.*; See also, e.g., U-21859 Exhibit AG-1.13 at Consumers' Discovery Response U21859-AG-CE-0142 ("The transmission expenses would flow through the PSCR.... A portion of PSCR is covered in base rates, which is subject to cost allocation in a general rate case... The remaining costs are collected through the PSCR factor.... All customers pay the same PSCR factor.").

³⁶ U-21990, MNSC Petition at 10 – 11 (paragraph 13).

unilateral right to migrate customers to different rates while the customer’s contract is in effect.”³⁷

DTE’s failure to explain how it might reckon with these cross-subsidization outcomes further means that—contrary to representations made in paragraph 6.6 of the PSA and paragraph 5.6 of the ESA—the Company has not demonstrated how the Customer qualifies for the sales and use tax exemptions under MCL 205.54ee and MCL 205.94cc. The exceptions provided therein explicitly require that the customer not take service under “a rate that causes residential customers to subsidize the costs incurred to provide electric service to the facility.”³⁸

The cost of service information included in Attachment A to DTE’s latest Response raises more questions than it answers.³⁹ It shows potential reductions of \$242.3 million in production costs⁴⁰ without disclosing the underlying assumptions concerning the future cost of generation resources⁴¹ or the sources of that information in order for the AG and other parties to adequately assess the reasonableness of those assumptions. Attachment A also shows that the distribution cost of service would

³⁷ See, U-21990, DTE’s November 26, 2025, Response, at 13 – 14.

³⁸ MCL 205.54ee(10)(e)(x)(C); MCL 205.94cc(10)(c)(x)(C).

³⁹ U-21990, DTE’s November 26, 2025, Response at Attachment A, Page 1.

⁴⁰ *Id.*

⁴¹ For example, the additional demand on energy and generation capacity from this data center, as well as others that may come online in the next few years, would likely increase the cost of power generation. This trend has been identified by the PJM market monitor for that RTO; an October 2025 report from the market monitor notes that an 82% spike in PJM capacity auction revenue for the 2026/2027 base residual auction was attributable to data center load: “[t]he current conditions in the capacity market are almost entirely the result of large load additions from data centers, both actual historical and forecast.” Monitoring Analytics, Analysis of the 2026/2027 RPM Base Residual Auction Part A, October 1, 2025, at 3, (accessible at https://www.monitoringanalytics.com/reports/Reports/2025/IMM_Analysis_of_the_20262027_RPM_Base_Residual_Auction_Part_A_20251001.pdf).

potentially increase by \$39.7 million.⁴² However, without the ability to perform discovery to validate the assumptions, data sources, and calculations underlying the final results provided in Attachment A, this information is of little value.

Furthermore, for both the production and distribution cost of service impact shown in DTE's latest Attachment A, it is not clear if the financial impact shown is intended to represent the first year of operation of the data center or how those incremental costs and savings are purported to change over the life of the contracts. Another related issue with DTE's pleadings is the lack of detail as to how the Company might meet even the extended timeline for providing full service to the Customer by late 2028; the longer any such timeline is delayed beyond projections, the greater the delay in recovering revenue through the PSA as projected to compensate for incremental costs.

C. DTE Has not Demonstrated that it Meets the Additional Standards For Special Contract Approvals Set Forth in Case U-21859.

DTE's Responses reference the additional case-by-case approval standards set forth in the Commission's November 6, 2025, order from Case U-21859,⁴³ despite the fact that the Company has not demonstrated compliance with those standards. The November 6th Order provided a standard of review for large load customer contracts in addition to the statutory *ex parte* standard, namely finding that "[a]n application for approval of any special contract shall also include a showing that the full costs of serving the large load customer are paid for by that customer under the provisions of

⁴² U-21990, DTE's November 26, 2025, Response at Attachment A, Page 1.

⁴³ See, e.g., U-21990, DTE's November 18, 2025, Response at 7.

the special contract” and further that “the filing should detail the generation, storage, and other resources (including, potentially, VPPs and demandside resources) that will be required to serve that large load customer and how that interconnecting customer will cover the costs of such resources.”⁴⁴

The Attorney General and other intervenors have identified several points where DTE has failed to make clear whether its application fully “detail[s] the generation... and other resources...” to serve the customer and how the Customer would cover those costs. One example of this failure is that DTE has not clearly identified or explained the full range of generation resources (and other attendant investments such as transmission upgrades) that would need to be developed in the near-term to bring the customer to full service.⁴⁵ The Company presents a range of potential renewable generation it might develop, but states that it “estimates that 443 MW of additional renewable energy resources would be needed **by 2032** (emphasis added).”⁴⁶ DTE appears to make no showing in its application as to any additional generation that would need to be developed—several years prior to 2032 according to the Company’s load-ramp projections—to bring the Customer online.

⁴⁴ U-21859, November 6, 2025, Commission Order at 117.

⁴⁵ See, e.g., as noted in Attachment A to the Attorney General’s notice of Intervention, at Issue Paragraph 1 (“[DTE] has not fully disclosed the likely sources of power generation and forecasted cost of energy it will either produce or purchase”); See also, e.g., *Id.* at Issue Paragraph 8 (“Computer centers run 24 hours by seven days throughout the year and need constant power.... Typical battery storage capacity lasts four hours. It is not clear how DTE would supplement generation capacity after four hours if the battery storage is called on for a period longer than four hours.”).

⁴⁶ Case U-21990, Bilyeu Direct at 9:11 – 19; See also, *Id.* at 10:20 – 12 (referring to “the estimated 443 MW of additional renewable capacity....”).

As identified in the Attorney General’s Notice of Hearing, DTE projects that the Customer would represent nearly a 30% increase in bundled retail sales.⁴⁷ The Company’s Responses do not appear to resolve or dispute the Attorney General’s stated concerns on the question of how much additional generation is actually required to serve that additional load on the ramp schedule, nor do they explain whether or how DTE believes the planned battery storage would be sufficient in and of itself. For example, DTE’s latest November 26, 2025, Response appears to describe the ESA as covering all “energy storage portfolio costs”⁴⁸ or “the incremental capacity resources needed to maintain resource adequacy once the Customer’s load is realized,”⁴⁹ but nowhere explicitly states that the storage capacity and 443MW of renewable resources will be sufficient to meet the projected load ramp.

DTE’s failure to provide a clear explanation of total generation requirements is concerning given that significant additional generation investments could very well wipe out any purported benefits, even assuming DTE’s affordability calculations are otherwise accurate. For a point of comparison, a May 2025 developer description of energy resources planned for Oracle’s 1.2GW Abilene, Texas, Stargate project included: “[new] 1,000 MW, 4,000 MWh Battery,” “[n]ew 360 MW Natural Gas Power Plant,” and “[S]ubstation ready for new 1,000 MW of Solar power.”⁵⁰

⁴⁷ Case U-21990, Attorney General’s Attachment A.

⁴⁸ U-21990, DTE’s November 26, 2025, Response at 10.

⁴⁹ *Id.* at 6.

⁵⁰ Lancium, Lancium and the Stargate Project in Abilene, TX, May 2025 (accessible at https://www.esig.energy/wp-content/uploads/2025/05/ESIG_LLTF_PresentationLancium.pdf).

DTE's application also presents an unclear range as to how much renewable generation overall will need to be developed to accommodate the customer, stating that "incremental renewable energy capacity required to meet the increased RPS could technically reach up to 3.2 GW, but may be as low as 443 MW by 2032 if the Company fully leverages its estimated REC bank."⁵¹ The difference between even the midpoint of this range (1.8 GW)⁵² and 3.2 GW in generation development costs could be well in the hundreds of millions, if not billions of dollars. DTE's pleadings do not provide any information to resolve this uncertainty, and instead attempt to punt an evaluation of the necessary renewable-energy resources to future cases (including a Renewable Energy Plan Case that would not occur until 2027).⁵³ It also fails to disclose the seasonal MISO PRMR requirements that would be incurred by bringing the customer online.⁵⁴

To provide an example of "other resources" the Company has not identified, DTE's application and responsive pleadings do not explicitly identify the total transmission investments required to serve the Customer, such as the total transmission required for any additional generation resources, or whether the Company's \$200 million transmission estimate includes such costs associated with

⁵¹ U-21990, Bilyeu Direct at 13:1 – 3.

⁵² DTE asserts that it used the mid-point "[f]or affordability modelling purposes." U-21990, Foley Direct at 28, FN 6.

⁵³ *See, e.g.*, U-21990, DTE's November 18, 2025, Response at 8 (seeming to assert a delayed accounting based on an argument that the issues "will need to be addressed in future proceedings"). This fails to explain why the Company has not met the Commission's standard here, and further ignores the fact that the Company is not required to wait until a later date to bring an Amended Renewable Energy Plan case. *See* MCL 460.1022(4); *See also*, Bilyeu Direct at 11:19 – 12:16 (DTE's witness Bilyeu testifies that the Company intends to address this topic in its next IRP case by December 2026 and through an Amended Renewable Energy Plan it intends to file sometime in 2027).

⁵⁴ *See*, U-21990, Coppola Affidavit at Issue Paragraph 9.

renewable resources development.⁵⁵ Nor has DTE identified costs for any other distribution assets that may be necessary to supply power to the Customer.⁵⁶

DTE's lack of clear explanation for the Customer's total required generation and other resources, along with corresponding incremental cost recovery, is inadequate under the Commission's standards as set forth in U-21859. If the Commission were to grant *ex parte* relief on DTE's Application, it would be immediately undermining its own requirements from less than a month ago.

II. Conclusion.

For the reasons stated above, the Attorney General reiterates the requests for relief set forth in her Notice of Intervention and Request for a Contested Proceeding.

Respectfully submitted,

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⁵⁵ The Attorney General raised this issue in her Notice of Intervention: "it is not clear if the \$200 million of estimated transmission costs includes the need for transmission services related to the additional renewable resources." U-21990, Attorney General's Notice of Intervention at 8, Paragraph 15.D.

⁵⁶ See, e.g., U-21990, Coppola Affidavit at Issue Paragraph 2.

PROOF OF SERVICE - U-21990

The undersigned certifies that a copy of the *Attorney General's Reply to DTE's Response Opposing the AG's Request for Contested Proceeding* was served upon the parties listed below by e-mailing the same to them at their respective e-mail addresses on the 3rd day of December 2025.

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