

December 5, 2025

Via eDocket and electronic submission

Sasha Bergman, Executive Secretary
Minnesota Public Utilities Commission
121 East Seventh Place, Suite 350
Saint Paul, MN 55101

RE: *In the Matter of Northern States Power Co.'s, d/b/a Xcel Energy's, Petition for Approval of Large General Time of Day Service and Large Peak Controlled Time of Day Service Tariffs*
MPUC Docket No. E-002/M-25-289

Dear Ms. Bergman,

Please find attached the *Supplemental Comments of Data Center Coalition* in Docket No. E-002/M-25-289.

Sincerely,

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**In the Matter of Northern States Power
Co.'s, d/b/a Xcel Energy's, Petition for
Approval of Large General Time of Day
Service and Large Peak Controlled Time of
Day Service Tariffs**

**SUPPLEMENTAL COMMENTS OF
DATA CENTER COALITION**

Docket No. E002/M-25-289

December 5, 2025

Pursuant to the Notice of Comment Period issued by the Minnesota Public Utilities Commission (Commission) on July 29, 2025, and the Notice of Extended Comment Period issued on September 19, 2025, the Data Center Coalition (DCC) respectfully files its Supplemental Comments in the above-captioned proceeding.

DATA CENTER COALITION’S SUPPLEMENTAL COMMENTS

DCC appreciates the opportunity to provide these Supplemental Comments in this proceeding responding to the reply comments of Xcel and other parties filed on November 5, 2025.

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I. Summary of Recommendations.

DCC continues to support each of the recommendations listed in DCC's Initial Comments at pages 7-8 and in DCC's Reply Comments at pages 4-5, with one exception. Specifically, for the reasons discussed in these Supplemental Comments, DCC now recommends that the Commission reject Xcel's proposal to aggregate multiple customer premises for the purpose of requiring the customer to take service on the Large General Time of Day Service tariff and subjecting the customer to an incremental cost test. The remainder of DCC's recommendations remain unchanged.

II. Xcel's incremental cost test proposal.

DCC takes this opportunity to reiterate: DCC fully supports cost-based rates and fully supports the goal of ensuring that large customers as a class or subclass pay Xcel's full costs of serving them, including incremental costs, embedded system costs, and rider costs.

DCC opposes Xcel's incremental cost test proposal for two main reasons. First, the incremental cost test would result in similar customers that receive similar service paying different rates for utility service, which violates the prohibitions on preferential and discriminatory rates found in Minn. Stat. §§ 216B.03 and 216.B07. Second, it is only possible to determine with any accuracy whether the rates paid by large customers as a class or subclass cover Xcel's costs of serving those customers in a rate case. That means it would be impossible to determine whether Xcel's "bespoke" surcharges determined through the incremental cost test are necessary or just and reasonable. DCC continues to recommend that the Commission reject the incremental cost test and direct Xcel to demonstrate in all future rate cases that the rates paid by the large customer class or subclass cover the costs of service and do not result in large customers receiving cross-subsidies from other classes.

A. DCC supports requiring the large customer class or subclass to pay the full cost of serving them, including incremental costs, through rates established in a rate case.

As an initial matter, DCC appreciates Xcel clarifying one concerning aspect of its incremental cost test proposal in which Xcel seemed to describe a process that was intended to ensure that large customers subsidize other customers. Specifically, Xcel stated in its Petition: “If the Incremental Cost Test shows that revenues are projected to be lower than incremental costs, then the customer and the Company will develop a proposal in the ESA to bring *additional revenues* such that incremental costs are paid for and a benefit is shown for system customers.”¹ DCC expressed concern in our initial comments that Xcel was proposing to impose a surcharge on large customers for the sole purpose of benefiting other customers – a blatant cross-subsidy.²

In its reply comments, Xcel clarifies that it “uses the term ‘benefit’ to describe the amount of revenue that the large load customer is contributing to embedded costs.”³ Xcel correctly points out that DCC also addressed this dynamic in our initial comments. Specifically, DCC described the benefits that will be realized by existing customers by adding large customers to the system, which allows Xcel to spread its fixed costs over a greater volume of sales.⁴ DCC appreciates Xcel clarifying its intentions, but the clarification does not resolve DCC’s concerns or opposition to the incremental cost test proposal.

This confusion arose because it should not be necessary to impose a bespoke surcharge on each large customer to ensure that the customer contributes to embedded costs. When rates are set properly, each customer class or subclass will pay for their fair share of the utility’s cost of service – including a fair share of embedded costs. If Xcel determines that the large customer class or

¹ Xcel Petition at 18.

² DCC Initial Comments at 18.

³ Xcel Reply Comments at 21.

⁴ *Id.*; DCC Initial Comments at 17.

subclass is not paying its fair share, it should propose to change the rates that such customers pay to ensure that they do. While Xcel's clarification resolves one of DCC's concerns – that Xcel's proposal to impose surcharges on large customers was for the purpose of subsidizing other customers – DCC remains opposed to the incremental cost test proposal.

Along similar lines, OAG argues that “DCC seems to be arguing that it is unjust, and possibly illegal, for customers to pay costs beyond their incremental costs.”⁵ DCC clarifies that this statement does not reflect DCC's position. As stated above, DCC fully supports cost-based rates and supports requiring large customers as a class or subclass to pay the full cost of serving them, including embedded costs, incremental costs, and rider costs.

Xcel further argues: “DCC does not appear to argue with the premise that large load customers may cause costs beyond the revenue recovered from them. So the question is: who pays those costs?”⁶ The answer is simple: large customers should pay the costs that they cause Xcel to incur, but they should do so as a class or subclass through rates and not through bespoke charges determined on a customer-by-customer basis. DCC's members do not want to be subsidized by other customers. If Xcel determines and convincingly demonstrates that large customers as a class or subclass are causing costs beyond the revenue recovered from them, then it would be appropriate for the Commission to reset the rates paid by large customers. However, it is only possible to perform a comprehensive analysis of the costs caused by large customers and the revenue recovered from large customers in a rate case. To the extent Xcel, other parties, or the Commission are worried that Xcel's large customer rates will not allow Xcel to recover its costs of serving large customers, that concern is properly and most effectively addressed in a rate case – not through bespoke ratemaking for each large customer.

⁵ OAG Reply Comments at 5.

⁶ Xcel Reply Comments at 17.

B. Rather than reinvent the wheel with the incremental cost test, the Commission should adapt its traditional ratemaking tools as needed.

Without explaining why, Xcel suggests, “Traditional rate making is unlikely to allow for reasonable recovery of cost in this unique context.”⁷ Similarly, the OAG states that it “disagrees that traditional allocation practices will ensure that very large customers will cover their costs.”⁸ For its part, OAG provides a diagram that helpfully illustrates the various potential results of adding a new class of customers to the system, and warns: “Xcel’s current proposal does not adequately protect against the possibility of Scenario 4, in which the incremental cost effect dominates the allocation effect.”⁹ The problem with these arguments are that they assume that, despite being made aware of the potential shortcomings of traditional ratemaking, the Commission will be helpless and unable to adapt its traditional ratemaking tools to these new challenges.

Xcel’s incremental cost proposal – in which it would engage in single-issue ratemaking for a single customer at a time without the benefit of the comprehensive data that is available in a rate case – throws the proverbial baby out with the bathwater. Rather than invent a novel regulatory tool that would lead to discriminatory rates for similarly situated customers, it would be much more prudent to explore potential modifications to the class cost of service study (CCOSS), which is a tried and tested ratemaking tool.

For example, OAG argues: “There is no method for identifying costs incurred to serve very large customers and assigning costs to the very large customer *subclass*, since Xcel proposes combining these customers with all other C&I Demand class customers in future CCOSSes.”¹⁰ But there is no reason to take it for granted that Xcel’s proposed approach is the optimal one or

⁷ *Id.* at 23.

⁸ OAG Reply Comments at 10.

⁹ *Id.* at 12-13.

¹⁰ *Id.* at 9-10 (emphasis in original).

the approach that the Commission will approve. If OAG believes that it is not appropriate to combine large customers with other C&I customers, it can and should provide an alternative proposal and perhaps sponsor an alternative CCOSS in a future rate case.

OAG is also concerned that Xcel's current process for allocating rider costs across the various customer classes might not be adequate for allocating the costs of new resources to large customers "if new resources are built primarily to serve very large customers."¹¹ But here again, such concerns do not mean the Commission is powerless to address this concern or should discard its traditional ratemaking tools altogether in favor of Xcel's novel proposal to establish customer-specific surcharges on a customer-by-customer basis. Based on the concerns the OAG identified, the OAG can provide recommended improvements to the current rider allocation process to ensure that large customers pay for the rider costs they cause Xcel to incur.

OAG further argues that DCC's recommendation to rely on class cost of service studies is contrary to legislative intent because "if the Legislature believed the status quo would sufficiently protect existing ratepayers from the likely influx of very large load customers, it would not have had cause to enact Minn. Stat. § 216B.1622."¹² However, nothing in Minn. Stat. § 216B.1622 requires the Commission to approve novel ratemaking tools like the incremental cost test if the Commission finds that its existing tools are up for the job or that its existing tools can be easily adapted to protect existing customers. Specifically, Minn. Stat. § 216B.1622, subd. 2, requires the Commission to consider "how best to achieve" the listed required outcomes, including the outcome in subd. 2(1) that "all costs attributable to the utility's very large customers ... are assigned to the very large customer class or subclass." Determining which costs are attributable to which customer classes and assigning costs to the appropriate customer classes is precisely what the Commission

¹¹ *Id.* at 15.

¹² *Id.* at 9 (also citing Minn. Stat. § 645.16).

does in rate cases. Accordingly, DCC urges the Commission to find that the best way to achieve the outcome prescribed in subd. 2(1) is through a rate case.

Notably, and as discussed in DCC's initial comments, Xcel's proposal to assign incremental costs on a customer-specific basis is contrary to this statutory directive, which requires ensuring that costs "are assigned to the very large customer *class or subclass*."¹³ There is also no statutory basis for Xcel's and OAG's position that Minn. Stat. § 216B.1622, subd. 2(1) overrides the statutory requirement that utility rates be "consistent in application to a class of consumers."¹⁴

DCC recognizes that a CCOSS typically allocates embedded costs across customer classes, but neither Xcel nor OAG have presented any reason why this tool cannot be adapted to ensure that any incremental costs being driven by large customers are assigned to the large customer class or subclass. As discussed in more detail next, no single customer is served by a single generation resource, so it is impossible to assign the cost of incremental resources with any accuracy to specific customers on a customer-by-customer basis as Xcel has proposed. The inability to isolate and assign a specific utility cost in a vacuum, without the benefit of the comprehensive revenue and cost data that is available in a rate case, is precisely why single-issue ratemaking is disfavored and should be rejected here. Only in a rate case can Xcel, the Commission, and other parties evaluate all relevant costs and revenues to allocate utility costs to the various customer classes and subclasses accurately and fairly.

The Commission should find that all customers would be best served by adapting its tried and tested ratemaking tools, such as the CCOSS method, to the addition of large customers, rather than approve Xcel's incremental cost test proposal.

¹³ Minn. Stat. § 216B.1622, subd. 2(1) (emphasis added); DCC Initial Comments at 20.

¹⁴ Minn. Stat. § 216B.03.

- C. It is appropriate to directly assign the cost of dedicated facilities to the customer that benefits from such facilities. Directly assigning the cost of shared system resources to large customers is contrary to the vertically integrated utility paradigm in Minnesota.

Minnesota law prohibits discriminatory utility rates. Specifically, Minn. Stat. § 216B.03 provides: “Rates shall not be unreasonably preferential, unreasonably prejudicial, or discriminatory, but shall be sufficient, equitable, and consistent in application to a class of consumers.” Though Xcel argues that the law allows discrimination between customers so long as it is not unreasonable, the word “unreasonably” notably does not modify “discriminatory” in Minn. Stat. § 216B.03. Xcel also ignores the straightforward requirement in Minn. Stat. § 216B.03 that rates be “consistent in application to a class of consumers.” Assessing different surcharges to similarly situated large customers that differ largely based on when the large customer began taking service from Xcel simply cannot be reconciled with the statutory requirement that rates be consistent in application across a class of customers. The incremental cost test proposal’s failure to comply with Minn. Stat. § 216B.03 is sufficient reason to reject it.

Xcel and OAG both point to Xcel’s contributions in aid of construction (CIAC) policies as an example of a ratemaking tool that results in different charges to customers in the same customer class but that has not been found to be discriminatory.¹⁵ OAG argues that applying a consistent cost test to all customers in the subclass treats all subclass customers the same and does not subject any customer to unreasonable prejudice or disadvantage.¹⁶ But under this logic, there is no need for tariffed rates at all – Xcel could simply apply a consistent formula to each customer to produce a bespoke rate for every customer. Further, CIAC charges allow Xcel to recover the costs of new facilities that are dedicated to a single customer, such as a non-standard service extension or

¹⁵ Xcel Reply Comments at 18; OAG Reply Comments at 5.

¹⁶ OAG Reply Comments at 5.

transmission upgrades for a customer that takes service at transmission voltage.¹⁷ DCC has no objection to Xcel assigning the costs of dedicated facilities directly to the customer that benefits from them, which is what the Interconnection Agreement process Xcel proposed in this proceeding would accomplish.¹⁸

However, beyond the dedicated facilities needed to physically connect a new large customer to Xcel's system, large customers will be served by Xcel's system and the resources that energize Xcel's system. As Xcel stated in its Petition: "Large General Time of Day Service customers will be served as system customers, and the resources will be system resources."¹⁹ DCC shares this understanding, which means that, in Minnesota, no single generation resource can be said to serve any specific customer. Further, no single customer can be said to be served by some generation resources – including new incremental resources – but not by others. To put it simply, dedicated facilities benefit a single customer, while system resources benefit all customers.

As a result, Xcel's proposal to impose unique surcharges on large customers based on bespoke incremental cost tests is simply not analogous to CIAC charges. If Xcel demonstrates in a rate case that new large customers are primarily or even exclusively driving the need for incremental resources, it may be appropriate for Xcel to propose to allocate most or even all of the cost of these incremental resources to the large customer class or subclass. But since specific

¹⁷ Minnesota Electric Rate Book – MPUC No. 2 at Section. No. 6, 1st Revised Sheet No. 22 ("The Company will install, own, and maintain on an individual project basis the distribution facilities necessary to provide permanent service. The customer will be required to pay, in addition to the applicable rate, a one-time charge of the following amounts, if applicable, to the Company.") and 1st Revised Sheet No. 25 ("A customer electing to take transmission service for any portion of the customer's service will be considered a transmission service customer and any additional Company investments at the customer's location whether secondary, primary, or transmission voltage will be considered as Special Facilities.") (Available at: <https://xcelnew.my.salesforce.com/sfc/p/#1U0000011ttV/a/8b000002yLiP/27fcisWyYTKolndzNJOZBmaAcZfAkgpze7HiGxkTww4>).

¹⁸ Xcel Petition at 16 ("The IA addresses the terms and conditions for construction of the facilities to connect the customer to the Company's grid and covers the technical, safety, and regulatory aspects of the connection and defines the responsibilities of both the customer and the Company.").

¹⁹ Xcel Petition at 22. *See also* OAG Initial Comments, Attachment 1 (Xcel Response to OAG IR 003).

resources cannot be matched to specific customers, it is impossible to perform such an analysis outside of a rate case, which is exactly what Xcel has proposed to do through the incremental cost test.

Directly assigning the cost of incremental resources to large customers on a customer-by-customer basis through Xcel's incremental cost test proposal is simply not consistent with the vertically integrated regulatory paradigm in Minnesota. If Xcel assigns the costs of specific resources to specific large customers, then large customers should be able to decide which specific resources are serving them and perhaps even contract directly with their preferred resources as they do in states that allow retail choice and direct access. A large customer that had been directly assigned the cost of a specific resource should also have some rights to the resource's output in the event of a system emergency. DCC and many of its members would be interested in exploring arrangements that involve direct assignment and direct customer control and choice with respect to supply resources, but it should be recognized that such arrangements would represent a departure from Xcel's current vertically integrated structure.

D. The appropriate venue to true up customer charges with actual costs is a rate case.

As discussed in DCC's reply comments, the Department's initial comments recognized that Xcel's incremental cost test is ill-equipped to account for the fact that Xcel's costs will change over time and requested that Xcel explain how discrepancies between actual costs and revenues "may be trued-up over the term of the ESA."²⁰ In reply comments, Xcel states that it "agrees that there should be a mechanism to align the cost estimates in the ICT with actual costs over time" and explains that it "will bring forth an ESA with provisions for cost true-ups to confirm the large load customer is paying for the actual incremental costs."²¹ What Xcel does not explain is why it

²⁰ *Id.* at 15 (citing DOC Initial Comments at 26).

²¹ Xcel Reply Comments at 29.

makes any sense to reach an agreement with a large customer on a customer-specific surcharge and establish the value of that surcharge in an ESA, only to have the surcharge value change later.

The Commission already has a process to update customer charges to ensure they recover the utility's actual costs as those costs change over time: a general rate case. Further, a contract between a utility and a customer that sets forth customer-specific charges that can change unpredictably over time is functionally not a contract at all. Rather, such a document would effectively be a tariff that applies to one specific customer.

In short, establishing the value of a surcharge in an ESA only to change the value later defeats any purpose of establishing the surcharge in the ESA in the first place. There is also no reason that actual costs as they materialize in the future should be allocated differently to different large customers through an ESA surcharge "true up." The Commission is well-equipped in rate cases to evaluate actual costs as they change over time and assign costs fairly to each customer class without the need to resort to single-customer ratemaking.

For these reasons and the reasons discussed in DCC's initial comments and reply comments, the Commission should reject Xcel's incremental cost test proposal.

III. Other issues.

DCC does not wish to burden the record by repeating its arguments and recommendations from the prior rounds of comments but takes this opportunity to address several outstanding issues.

A. The Commission should reject Xcel's proposal to aggregate multiple customer premises for the purpose of subjecting a customer to the incremental cost test.

In DCC's initial comments, we stated that DCC did not oppose in principle Xcel's proposal to aggregate multiple customer premises and treat them as a single customer for purposes of determining that the customer should take service on the Large Peak Controlled Time of Day

Service tariff.²² In DCC’s reply comments, we further stated that we did not oppose CUB’s proposal to aggregate multiple facilities owned by a single customer automatically, rather than leaving the decision to Xcel’s discretion, noting that determining whether multiple facilities are owned by the same parent company is a rather straightforward exercise in most cases.²³ In both sets of comments, we urged the Commission to clarify that it will review any aggregation decision at a customer’s request if a large customer or customers believe their facilities have been aggregated inappropriately.²⁴

However, DCC also expressed concern that Xcel could aggregate premises for the purpose of imposing a surcharge on the customer for failing to meet Xcel’s bespoke incremental cost test.²⁵ It turns out DCC’s concern was warranted. In its reply comments, Xcel confirmed that the primary purpose of retaining the discretion to require multiple premises to be aggregated is “in order to be able to recover the incremental costs to serve that customer.”²⁶

Now that Xcel has clarified that the entire purpose of its aggregation proposal is to apply the incremental cost test to multiple customer facilities that otherwise would not be subject to it, DCC opposes the proposal and recommends that the Commission reject it. For the reasons just discussed, the Commission should reject Xcel’s incremental cost test. If the Commission is successful at ensuring that Xcel’s rates are adequate for each customer class or subclass, there will be no need for Xcel to aggregate multiple customer facilities for the sole purpose of imposing a surcharge on the customer through the incremental cost test.

²² DCC Initial Comments at 24.

²³ DCC Reply Comments at 11-12.

²⁴ DCC Initial Comments at 24; DCC Reply Comments at 12.

²⁵ DCC Initial Comments at 24.

²⁶ Xcel Reply Comments at 5.

For these reasons and with this additional clarity, DCC now recommends that the Commission reject Xcel's proposal to aggregate multiple customer facilities for the purpose of subjecting the customer to the incremental cost test. If the Commission approves Xcel's aggregation proposal contrary to DCC's recommendation (which it should not do), DCC continues to request that the Commission, at the very least, state that it will review any determination by Xcel to aggregate customer premises upon a customer's request.

- B. If the Commission allows Xcel to aggregate multiple customer premises for any purpose, then it should direct Xcel to aggregate the aggregated premises' measured demand for purposes of the minimum bill.

If Xcel aggregates multiple customer premises for purposes of requiring the customer to take service on the Large Peak Controlled Time of Day Service tariff (contrary to DCC's recommendation), then Xcel must treat all premises as a single customer for all billing purposes, including the minimum billing provisions. Specifically, Xcel should aggregate the measured demand across all aggregated premises for the purpose of determining whether the customer has exceeded the 75 percent threshold below which the minimum billing provisions apply. It would be discriminatory and downright unfair for Xcel to aggregate the premises for one purpose that benefits Xcel (*i.e.*, to allow Xcel to impose a surcharge as a result of the incremental cost test) but to refuse to aggregate the premises for a purpose that would benefit the customer (*i.e.*, to allow the customer to aggregate the measured demand of all aggregated premises to potentially avoid minimum bills). Xcel's refusal to aggregate the demand of multiple facilities for purposes of the minimum bill provision does not serve any customer protection purpose.

To illustrate the problem with Xcel's proposal, assume there are two customer premises that have been aggregated and that each have a contract capacity of 50 MW, but one premise's measured demand in a given month is 50 MW and the other premise's measured demand is 30

MW. The aggregate measured demand of the two premises is 80 MW, which is more than 75 percent of the 100 MW aggregated contract capacity of the two premises. Since Xcel has aggregated the premises, the customer should not be subject to the minimum bill provisions and should simply pay a demand charge based on its measured 80 MW of demand.

However, Xcel insists on treating the two aggregated premises separately *only* for purposes of the minimum bill provision. Under Xcel's proposal, the premise with the measured demand of 30 MW would pay a minimum bill for that month because its measured demand is only 60 percent of its contract capacity. Notably, if the customer had chosen to build a single 100 MW facility instead of two 50 MW facilities and operated that single facility at 80 percent of its contract capacity in a given month, the minimum bill provision would not apply for that month. The absurd result in this hypothetical is purely a result of Xcel insisting on aggregating the two premises for purposes of applying the Large Peak Controlled Time of Day Service tariff while refusing to aggregate the two premises for purposes of the minimum bill provisions of the same tariff.

Xcel disagrees with DCC's recommendation, arguing in its reply comments that a demand charge "is needed to recover costs incurred at a specific location" and that aggregating premises for purposes of the minimum bill provision "could result in a customer not paying for the costs it causes on the system."²⁷ However, Xcel has never presented its demand charges as reflecting only, or even primarily, the costs that it incurs at a specific location to serve a customer. In fact, in its Petition, Xcel explains that in designing rates for the Large Peak Controlled Time of Day Service tariff, it shifted many of the costs it normally collects through energy charges, including production plant (*i.e.*, generation) charges, to its proposed demand charges.²⁸ Said another way, the demand

²⁷ *Id.*

²⁸ Xcel Petition at 12-13.

charges in the Large Peak Controlled Time of Day Service tariff are simply base rates that recover system costs and are in no way tied to “costs incurred at a specific location.”

Further, Xcel has already determined that a minimum bill of 75 percent of contract capacity will allow Xcel to recover the costs a customer causes on the system even when the customer’s measured demand falls below that level. Under DCC’s proposal, the hypothetical customer described above would pay a demand charge equal to 80 percent of its total aggregated contract capacity based on its total aggregated measured demand, which ensures that Xcel will recover its costs of serving that customer. There is simply no reason to allow Xcel to impose a minimum bill on the premise with a measured demand of 30 MW when the other premise is more than making up for it by operating at full capacity.

In short, Xcel should not be permitted to aggregate customer premises for some purposes but not others. DCC recommends that the Commission reject Xcel’s aggregation proposal altogether for the reasons stated above. However, if the Commission approves the proposal, then at the very least it should direct Xcel to aggregate the measured demand of aggregated premises for purposes of determining whether a customer is subject to a minimum bill.

C. Xcel should have an obligation to mitigate exit fees and capacity reduction fees and to reimburse a customer that has paid one of these fees for the duration of the fee period.

As explained in DCC’s reply comments, DCC agrees with Google that Xcel should be required to mitigate a large customer’s exit fee or capacity reduction fee for the entirety of the fee period, not only for 24 months.²⁹ As DCC stated: “Allowing Xcel to collect an exit fee or capacity reduction fee for fee periods that exceed 24 months when it has successfully reassigned or resold

²⁹ DCC Reply Comments at 8.

the capacity is unnecessary because the fees would not be correlated with any risks still faced by the utility.”³⁰

In response to DCC’s and Google’s recommendation, Xcel states that extending the period during which Xcel has an obligation to reimburse exit fees and capacity reduction fees beyond 24 months “would be unduly burdensome to the Company.”³¹ Xcel does not explain why or how extending this obligation beyond 24 months would be burdensome and there is no reason to think that it would be burdensome. Xcel is not some “fly by night” entity that cannot make commitments for longer than two years. As a regulated utility, Xcel has innumerable long-term obligations that it must continue to meet for many years and even multiple decades. Under Xcel’s proposal, the longest an exit fee period or capacity reduction fee period can be is ten years.³² In the very unlikely event Xcel is unable to assign a departed customer’s capacity to a new customer or sell the capacity through MISO within 24 months, it is not unduly burdensome to require Xcel to reimburse the customer if Xcel is able to reassign or resell the capacity at a later date.

Further, if Xcel successfully reassigns or resells a departed customer’s capacity after 24 months and does not reimburse the customer for all or a portion of the exit fee or capacity reduction fee that the customer paid, Xcel will be paid twice for the same exact costs – once by the departed customer and again by the new customer(s). Xcel disagrees and protests that “the obligations to maintain the system remain whether a customer is present or not.”³³ This objection is a complete *non sequitur*. Neither Google nor DCC recommended that Xcel not be permitted to recover its costs of maintaining the system. Xcel has already agreed to reimburse a large customer that has exited or reduced its capacity if it successfully mitigates the costs that these fees reflect. Google

³⁰ *Id.*

³¹ Xcel Reply Comments at 14.

³² Xcel Petition, Attachment G at 9.

³³ Xcel Reply Comments at 14.

and DCC simply recommend that this obligation not end arbitrarily after 24 months. Xcel will not suddenly incur new system maintenance costs starting in month 25 such that Xcel needs to keep a customer's entire exit fee or capacity reduction fee even after it has successfully reassigned or resold the customer's capacity. Any reimbursement payments can and should be reduced by any costs Xcel incurs through its efforts to mitigate a customer's exit fee or capacity reduction fee, including system maintenance costs. But again, Xcel should not be paid by both the departed customer and the new customer for the same costs, regardless of the timing of Xcel's successful mitigation efforts.

For these reasons, DCC continues to recommend that the Commission clarify that Xcel's obligation to mitigate exit fees and capacity mitigation fees, and to reimburse customers for the value of successful mitigation efforts, applies for the entire duration of the fee period (and not only for 24 months).

D. The Commission should clarify that large customers will be served by system resources.

In its Petition, Xcel clearly stated: "Large General Time of Day Service customers will be served as system customers, and the resources will be system resources."³⁴ In other words, a large customer will not be served by a generation resource that is dedicated exclusively to that customer but, like all other customers, will be served by the system and the generation resources that supply the system. Consistent with this statement, in its reply comments, Xcel explains that it would not be feasible to match the term of a large customer's ESA to the book life of a specific generation resource or resources as CUB and CGA suggest because "it is likely that multiple types of resources will be needed to serve a large load and each resource type has a different asset life."³⁵

³⁴ Xcel Petition at 22.

³⁵ Xcel Reply Comments at 7.

Confusingly, however, in response to CUB’s recommendation to aggregate all facilities that are owned by the same parent company automatically rather than leaving the matter to Xcel’s discretion, Xcel states: “For example, the two facilities may be located in different parts of the Company’s service territory and not be *served by the same generation resources* or transmission resources.”³⁶ This statement is inconsistent with the prior two statements quoted above and with the vertically integrated paradigm in Minnesota.

As DCC stated in our reply comments, DCC recognizes that the clean energy and capacity tariff required by Minn. Stat. § 216B.1623 could result in a program that allows large customers to subscribe to specific resources.³⁷ However, outside of this narrow statutory carve-out, it is not accurate to say that a specific Xcel customer is served by some generation resources but not others. In states with retail choice and direct access options, customers can contract for specific supply resources, including from identifiable generation resources, but that is simply not the case in Minnesota.

For these reasons, the Commission should clarify that, with the possible exception of resources procured to supply the clean energy and capacity tariff required by Minn. Stat. § 216B.1623, large customers will be served by system resources and not specific, identifiable generation resources.

E. DCC does not oppose Xcel’s new letter of credit requirement.

For the first time in its reply comments, Xcel proposes to require, in its sole discretion, that a large customer post a letter of credit in an amount equal to 90 days of billing for that customer.³⁸

³⁶ *Id.* at 6 (emphasis added).

³⁷ DCC Reply Comments at 23.

³⁸ Xcel Reply Comments at 11.

Though Xcel offered the posting of a letter of credit as a security guaranty option in its initial proposal,³⁹ it did not propose to require a letter of credit until its reply comments.

Procedurally, DCC is frustrated that Xcel did not propose its letter of credit requirement in its initial Petition. However, DCC recognizes that the purpose of the letter of credit is to provide a customer with an opportunity to cure a default before Xcel takes recourse with the guarantor.⁴⁰ As a result and as a matter of substance, DCC does not oppose Xcel's letter of credit proposal.

IV. Conclusion.

DCC appreciates the opportunity to submit these Supplemental Comments and looks forward to answering any questions the Commission may have at the appropriate time.

Respectfully submitted on December 5, 2025,

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³⁹ Xcel Petition at 13 and 25.

⁴⁰ Xcel Reply Comments at 11.

CERTIFICATE OF SERVICE

I, Alicia Zaloga, hereby certify that on the 5th day of December 2025, I e-filed with eDockets the attached *Supplemental Comments of Data Center Coalition* and served a true and correct copy of the same upon all parties listed on the attached service list by email, electronic submission, and/or mail.

Dated: December 5, 2025

/s/ Alicia Zaloga

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