

December 5, 2025

Sasha Bergman
Executive Secretary
Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, Minnesota 55101-2147

RE: Supplemental Comments of the Minnesota Department of Commerce
Docket No. E002/M-25-289

Dear Ms. Bergman:

Attached are the Supplemental comments of the Minnesota Department of Commerce (Department) in the following matter:

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 customers and Large Peak Controlled Time of Day Service Tariffs

The Petition was filed by Northern States Power Company, doing business as Xcel Energy on July 16, 2025.

The Department recommends the Commission approve Xcel's Petition with modifications described below.

Sincerely,

/s/ Dr. SYDNIE LIEB
Assistant Commissioner of Regulatory Analysis

AB/SR/JK/RW/ad
Attachment

Before the Minnesota Public Utilities Commission**Comments of the Minnesota Department of Commerce**

Docket No. E002/M-25-289

I. INTRODUCTION

Northern States Power Company, doing business as Xcel Energy (Xcel or the Company) filed a petition on July 16, 2025, in compliance with Order Point 32 of the Minnesota Public Utilities Commission's (Commission) April 21, 2025 *Order Approving Settlement Agreement with Modifications* in Xcel's 2024-2040 Integrated Resource Plan (IRP) and Xcel's petition to acquire 800 megawatts (MW) of firm dispatchable resources.¹ The Company proposes to serve Large General Time-of-Day (TOD) Service customers as a new sub-class of the Commercial and Industrial (C&I) Demand class. Additionally, the Company proposes a Large Peak Controlled TOD Service tariff and revisions to the Tier 1 Energy Controlled Service rider to provide interruptible rate options which are open to data center and other Large General TOD Service customer participation. The Company states that it believes this approach meets the requirements of the April 2025 Order and provides an offering that is attractive to Large General TOD Service customers and that also protects the interests of non-Large General TOD Service customers. The Company states, "This approach also satisfies the requirements in the recent Minnesota legislation regarding large customer tariff costs and customer protections against the potential for stranded asset costs," citing Minn. Stat. § 216B.02, subd. 11.²

II. PROCEDURAL BACKGROUND

April 21, 2025	The Commission issued its <i>Order Approving Settlement Agreement with Modification</i> ordering Xcel to make a filing in a new docket with a proposal for development of a new rate class or sub-class and tariff for super-large customer at Order Point 32. ³
July 16, 2025	Xcel Energy filed its Petition for TOD Service Tariff, including a Form Electric Service Agreement (ESA) and Interconnection Agreement (IA). ⁴
July 29, 2025	The Commission issued its Notice of Comment Period ⁵ (Notice) on Xcel's Petition.

¹ *In the Matter of Xcel Energy's 2024-2040 Upper Midwest Integrated Resource Plan, Order Approving Settlement Agreement with Modifications*, April 21, 2025, Docket Nos. E002/RP-24-67 and E002/CN-23-212, (eDockets) [20254-217941-01](#), (hereinafter "IRP Order"), at Order Point 32.

² *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 customers and Large Peak Controlled Time of Day Service Tariff*, Xcel Energy, Petition Large General Time of Day Service and Large Peak Controlled Time of Service, July 16, 2025 Docket No. E002/M-25-289, (eDockets) [20257-221060-01](#), (hereinafter "Petition"), at 3 and fn 7.

³ IRP Order, at 25.

⁴ Petition.

⁵ *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 Customers and Large Peak Controlled Time of Day Service Tariffs, Notice of Comment Period*, July 29, 2025, Docket No. E002/M-25-289, (eDockets) [20257-221510-01](#).

- October 13-14, 2025 Comments were filed by Citizens Utility Board (CUB),⁶ Environmental Law & Policy Center & Vote Solar (ELPC&VS),⁷ Google,⁸ Tract Capital Management (TCM),⁹ Office of the Attorney General – Regulatory Utilities Division (OAG),¹⁰ CloudHQ,¹¹ Fresh Energy & Minnesota Center for Environmental Advocacy (FE&MCEA),¹² Geronimo Power (Geronimo),¹³ Data Center Coalition (DCC),¹⁴ Clean Grid Alliance (CGA),¹⁵ Laborers’ International Union of North America Minnesota & North Dakota (LIUNA),¹⁶ and the Department.¹⁷
- November 5, 2025 Reply Comments were filed by CloudHQ,¹⁸ DCC,¹⁹ OAG,²⁰ Google,²¹ CGA,²² and Xcel.²³

III. DEPARTMENT ANALYSIS

As noted above, several parties filed comments in this docket. The Department’s supplemental comments generally focus on Xcel’s reply comments and the information the Company provided in response to the Department’s concerns expressed in its comments filed on October 13, 2025.

A. INITIAL DEPARTMENT RECOMMENDATIONS

Based on the Department’s analysis of the Petition and the information in the record, the Department made the following recommendations and requests for more information from Xcel in its reply comments:

- *Incremental Cost Recovery* – The Department requested that Xcel confirm in reply comments the Department’s understanding on the recovery of current existing system costs through its proposed Large General Service tariffs’ rates, terms and conditions and the incremental costs through the Electric Service Agreement (ESA) as

⁶ CUB Comments (eDockets) [202510-223879-01](#).

⁷ ELPC&VS Comments (eDockets) [202510-223876-01](#).

⁸ Google Comments (eDockets) [202510-223870-01](#).

⁹ TCM Comments (eDockets) [202510-223860-02](#).

¹⁰ OAG Comments (eDockets) [202510-223857-02](#).

¹¹ CloudHQ Comments (eDockets) [202510-223855-01](#).

¹² FE&MCEA Comments (eDockets) [202510-223853-01](#).

¹³ Geronimo Comments (eDockets) [202510-223849-01](#).

¹⁴ DCC Comments (eDockets) [202510-223826-01](#).

¹⁵ CGA Comments (eDockets) [202510-223819-01](#).

¹⁶ LIUNA Comments (eDockets) [202510-223881-01](#).

¹⁷ Department Comments (eDockets) [202510-223859-01](#).

¹⁸ CloudHQ Reply Comments (eDockets) [202511-224689-01](#).

¹⁹ DCC Reply Comments (eDockets) [202511-224688-01](#).

²⁰ OAG Reply Comments (eDockets) [202511-224686-02](#).

²¹ Google Reply Comments (eDockets) [202511-224680-01](#).

²² CGA Reply Comments (eDockets) [202511-224679-01](#).

²³ Xcel Reply Comments (eDockets) [202511-224681-01](#).

determined by the incremental cost test, and through updated annual riders and updated Large General Service rates, terms and conditions in the Large General Service tariffs as determined in future rate cases over the term of the ESA.

- *Large Load Customers* – The Department requested that Xcel address in reply comments how the Company plans to treat customers with loads between 5 MW and 99 MW and whether these new customers should be included in existing tariffs, the new Large General TOD Service tariff or if the Company plans to propose a separate tariff(s) for these new customers.
- *ESA Term Length* – The Department recommended approval of the tariff language requiring an ESA initial term of at least fifteen years inclusive of any Load Ramp Period up to a maximum of five years.
- *Customer Charge* – The Department requested Xcel provide in reply comments a more detailed account of the types of services provided under Economic Development, Account Management and Billing support and how it determined the total monthly hours necessary to provide each of the services under each of the categories. Assuming these services are necessary to support Large General TOD Service customers, and the hours to provide them are reasonable, the Department supports Xcel’s proposed methodology for determining the customer charge for the Large General TOD Service tariff.
- *Energy Charge* – The Department requested that Xcel confirm the Department’s understanding of the forecasted fuel rates and AMI capabilities to link to MISO energy prices in reply comments. In addition, the Department requests that Xcel explain how other system customers are protected from the impact of large load customers on the marginal energy costs or provide an alternative Large General TOD Service tariff with an energy charge based on real time pricing (RTP).
- *Demand Charge* – The Department recommended approval of the methodology for determining the Demand Charge but stated it would review the final rate in the event Xcel changes how it has determined the customer and/or energy charge.
- *Exit Fee* – The Department requested that Xcel revise this language by removing the lesser option for 10 years (120 months) and instead state the exit fee is payable for the remaining term of the ESA. In addition, the Department requested Xcel provide in reply comments an explanation for why seventy-five percent of the termination period is reasonable and why eighty-five percent or higher of the termination period would not be reasonable.
- *Increases in Contract Demand* – The Department requested that Xcel provide updated language in reply comments for section 3.1.1 of the retail customer form ESA to ensure other non-data customers are not placed at risk for Contract Capacity Increases that exceed the

Connected Load as described in the executed ESA or provide a reasonable justification for why updated language is not required to protect other non-data customers.

- *Decreases in Contract Demand* – The Department requested that Xcel revise this language by removing the lesser option for 10 years and instead state the contract reduction fee is payable for the remaining term of the ESA. In addition, the Department requested Xcel provide in reply comments an explanation for why seventy-five percent of the termination period is reasonable and why eighty-five percent or higher of termination period would not be reasonable.
- *Minimum Bill* – The Department requested Xcel provide in reply comments an explanation for why seventy-five percent is reasonable and why a minimum bill of eighty-five percent or higher of contracted demand would not be reasonable.
- *CFE Procurement Program* – The Department recommended the Commission direct Xcel to develop a specific voluntary carbon-free electricity procurement program through either a request for information (RFI) or request for proposal (RFP) to discuss with and receive input from interested stakeholders at a scheduled meeting before filing with the Commission for approval by December 1, 2026.
- *IRP Order Compliance* – The Department concluded that Xcel’s Petition addressed the factors required by the Commission’s April 2025 Order.
- *Minn. Stat. § 216B.1622* – The Department concluded that Xcel’s Petition addresses each of the factors required by Minn. Stat. § 216B.1622 Subd. 2.
- *Incremental Cost Test* – The Department requested that Xcel address in reply comments how the potential discrepancy, between the incremental cost test at the time the ESA is executed and actual revenues and costs, may be trued-up over the term of the ESA—either through periodic incremental cost tests over the term of the ESA comparing actual revenues with actual incremental costs, or through existing measures such as Xcel’s Sales True-up rider and updated cost allocations for the new subclass as a result of updated CCOSS with each subsequent rate case over the term of the ESA.
- *Sales True-up* – The Department requested that Xcel provide in reply comments how it intends to treat the new Large General Service customer subclass within its sales true-up rider in future rate cases. Xcel should provide an example for how actual revenues from the subclass will be tracked and potentially trued-up to ensure actual revenues collected are greater than the actual incremental costs.
- *Cost Allocation* – The Department requested that Xcel describe in reply comments how it plans to assign the system generation and transmission costs to customers falling within the new subclass and describe how it intends to account for the changes in cost allocation

factors for new generation and transmission system resources due to the regulatory lag between rate cases. Xcel should provide an example for how generation and transmission costs will be allocated to the new subclass over the term of the ESA and describe how the incremental costs will be tracked and potentially trued-up to ensure actual revenues collected are greater than the actual incremental costs.

- *Interconnection Agreement* – The Department requested that Xcel define the term “Backup Generation” in the agreement and also clarify the scope of the provision under section 1.03 (e) and whether it applies to all behind-the-meter generation or just generation that would be used to back up a data center in the event of a power outage.

B. *INCREMENTAL COST RECOVERY*

The following subsections of Section III respond to various topics covered in Xcel’s reply comments.

In its comments, the Department requested that Xcel confirm in reply comments the Department’s understanding on the recovery of current existing system costs through its proposed Large General Service tariffs’ rates, terms and conditions, and the incremental costs through the ESA as determined by the incremental cost test. In addition, the Department requested Xcel explain the impact of updated annual riders and updated rates, terms and conditions as determined in future rate cases on cost recovery over the term of the ESA.²⁴

In response to this request, Xcel explained that interconnection costs and the cost associated with resource additions needed to serve the system with the large load customer are two distinct items:

*Interconnection costs will be recovered from the customer upfront or will be accounted for in the ICT and therefore will ensure that those costs are recovered in the base rates and other rate terms included in the ESA. Costs associated with resource additions and other incremental costs will also be accounted for in the ICT and therefore the expected revenue associated with base rate and additional rate terms included in the ESA and IA will also establish recovery of these costs as well.*²⁵

Xcel makes a distinction between interconnection costs and the costs associated with resource additions but does not directly confirm the Department’s understanding. Xcel indicates the interconnection costs will be recovered from customers upfront or “accounted for in the ICT” and recovered in “base rate and other rate terms in the ESA.” Xcel indicates the incremental costs associated with resource additions needed to serve the large load customer will also be “accounted for

²⁴ Department Comments at 6.

²⁵ Xcel Reply Comments at 29.

in the ICT” and will be recovered in “the expected revenue associated with base rate and additional rate terms included in the ESA and IA.” While Xcel makes a distinction between the two costs, it does not appear that interconnection costs and the costs associated with resources additions are distinct in terms of how they will be accounted for and how the costs will be recovered. The Department remains confused over how incremental costs necessary to serve large load customers will be accounted for and recovered from large load customers—whether through base rates determined through revenue apportionment in future rate cases or through the rate terms included in the ESA and IA. Without a clear understanding of how the incremental costs will be accounted for and recovered, the Department cannot be certain that “all costs attributable to the utility's very large customers [...] are assigned to the very large customer class or subclass determined by the commission.”²⁶

C. LARGE LOAD CUSTOMERS

In its comments, the Department expressed its concerns that large load customers with less than 100 MW could also had an outsized impact on affordability, reliability, and clean energy goals and standards. Therefore, the Department requested that Xcel address in reply comments how the Company plans to treat customers with loads between 5 MW and 99 MW and whether these new customers should be included in existing tariffs, the new Large General TOD Service tariff or if the Company plans to propose a separate tariff(s) for these new customers.²⁷

Xcel’s response to this Department request indicates that it does not intend to propose a separate tariff(s) for large load customers with less than 100 MW. Xcel indicates the rates, terms and conditions for new customers with loads greater than 5 MW, but less than 100 MW, will be included in its existing tariffs and not the new Large General TOD Service Tariff. Xcel states that there are established processes to serve customers of different sizes and the Company’s integrated resource plan (IRP) process addresses and plans for the impacts of adding load.²⁸

Despite acknowledging that large load customers with less than 100 MW may have an outsized impact on affordability, reliability and clean energy goals and standards, Xcel concluded the following:

[T]he Commission directed the Company to address its proposal at “super-large” customers. Given the alignment with statute, the Company proposes 100 MW as a reasonable applicable size for this proceeding. It does not aim to address all customers that may impact the Company’s system.²⁹

As such, under Xcel’s existing tariff, new large load customers under 100 MW will be treated under the same rates, terms and conditions as any other Commercial & Industrial (C&I) demand billed customer.

²⁶ Minn. Stat § 216B.1622, Subd.2

²⁷ Department Comments at 6.

²⁸ Xcel Reply Comments at 4.

²⁹ *Id.*, at 4.

The Department remains concerned that large load customers with less than 100 MW could have an outsized impact on affordability, reliability and clean energy goals and standards. This concern is heightened with the potential approval of Xcel's Petition. Given Xcel's proposed rate design and risk mitigation measures for the Large General TOD Service subclass, the Department is concerned that large load customers will be incentivized to build large scale data centers that are below 100 MW to avoid the proposed rates terms and conditions to the new subclass for very large customers. **The Department recommends the Commission either modify Xcel's petition to include large load customers that are significantly less than 100 MW or require that Xcel propose another Large Load General (TOD) service tariff for a subclass of Large Load Customers that are Larger than 5 MW and less than 100 MW, in addition to the proposed tariff for very Large customers.**

D. SALES TRUE-UP AND DEFINITION OF A CLASS OR SUBCLASS

The Department requested that Xcel describe in reply comments how it intends to treat the new Large General TOD Service and Large Peak Controlled TOD Service subclass within its sales true-up rider in future rate cases.³⁰ In response, Xcel states very large load customers would be included in the C&I Demand Billed sales true-up class and treated like any other C&I demand billed customer.³¹

The Department has concerns with Xcel's intention to include the very large load customers within the C&I demand billed class. Placing these very large load customers in the C&I demand billed customer class for the sales true-up may place an excessive risk on the remaining C&I demand billed customers that have a much smaller load. If revenues recovered from a specific very large load customer falls short of expectations for a particular year due to the implementation of minimum bills, contract capacity reductions, or exit fees imposed on a very large customer, then this shortfall could lead to a large sales true-up surcharge for all customers in the C&I demand-billed customer class to recover the potential revenue shortfall for the entire class. The Department notes the Commission has ordered that Xcel's Petition and proposed tariff must include "provisions to ensure that super-large customers financially commit to purchasing a certain level of electricity to protect non-super-large customers from the risk of stranded costs."³²

The Department notes further that the inclusion of risk mitigation measures in the ESA does not remove a super-large customer's incentive to reduce costs by reducing or eliminating its demand. As sophisticated, profit-maximizing firms, super-large customers will continue to monitor energy efficiency measures for the potential to reduce costs as new technologies enter the market. Once a super-large customer can determine that the costs savings from energy efficiency measures (such as the implementation of new energy saving technologies) outweigh the costs of "liquidated damage," per the terms in the ESA for reducing or eliminating its load, it should be expected that the super-large customer will not hesitate to act in favor of its own self-interest. In such an event, Xcel's other C&I

³⁰ Department Comments at 32.

³¹ Xcel Reply Comments at 29-30.

³² IRP Order, Order Point 32. (emphasis added).

Demand customers, or “non-super-large customers” will be responsible for surcharges to recover the revenue shortfalls through the sales true-up mechanism.

Minn. Stat § 216B.1622, subd.1 states that the Commission shall establish by order the definition and appropriate characteristics of a very large customer class or subclass for each public utility providing electric service.³³ While the definition and characteristic of a very large customer class or subclass requires some subjective judgement, the consumption patterns, which includes load size, and regulatory impacts, such as cost allocation and the sales true-up, are certainly two characteristics that separate the Large General Service TOD Service and the Large Peak Controlled Time of Day Service customers from the customers in the current C&I demand billed customer class.

Besides having much larger load and demand, rate design distinguishes the Large General Time of Day Service and Large Peak Controlled Time of Day Service customers from the C&I demand-billed customer class. As described in the Department Comments³⁴ and below, Xcel removed the Production Plant and Production Plant O&M Stratification, or “Plant Stratification” process that is traditionally used to design energy rates for the C&I demand billed customer class. By removing the stratification process from the rate design, fewer costs are classified as energy-related and therefore results in lower energy charges, which reflect primarily variable fuel costs. As such, the sales true-up, which currently trues-up revenues through the energy charge, may need to be redesigned to be trued-up through the demand charge for the “very Large”³⁵ or “super-large”³⁶ customer class.

³³ [Minn. Stat § 216B.1622, subd.1.](#)

³⁴ Department Comments at 9-11.

³⁵ [Minn. Stat § 216B.1622, subd.1](#) uses the term “very large” to describe large load customers:

*Subdivision 1. **Very large customer class or subclass.***

*By December 15, 2026, the commission shall establish by order the definition and appropriate characteristics of a **very large** customer class or subclass for each public utility providing electric service. The commission may do this in a rate case under section 216B.16 for that utility or in another proceeding. (Emphasis added).*

³⁶ In Order point 32 of its IRP Order, the Commission uses the term “super-large” to describe large load customers.

*By July 16, 2025, Xcel must make a filing in a new docket with a proposal for development of a new rate class or sub-class and tariff for **super-large** customers. In the proposal, Xcel must describe how it will ensure continued achievement of affordability, reliability, and clean energy goals and standards. Specifically, the proposal must detail what combination of existing and new renewable or thermal energy resources, transmission (both high voltage alternating current and high voltage direct current), demand flexibility from **super-large** customers, demand response, and energy efficiency resources Xcel will use to serve the **super-large** class or sub-class. Xcel must also discuss how existing and future electric service agreements will be incorporated into a future rate case.*

The initial proposed tariff must include the following nonexclusive factors:

- *Ensure that all incremental costs attributable to super-large customers are assigned to the **super-large** class or sub-class.*
- *Provide electricity to the **super-large** class or sub-class that achieves each benchmark of the state’s electricity standards under Minn. Stat. § 216B.1691.*
- *Include provisions to ensure that super-large customers financially commit to purchasing a certain level of electricity to protect **non-super-large** customers from the risk of stranded costs.*
- *Include provisions to ensure that all **super-large** customer-related incremental costs will be recovered over the life of the service agreement.*

A definition of the very large customer class that only includes customers taking service under either the Large General TOD Service and Large Peak Controlled TOD Service tariffs will go a long way to ensure that “all costs attributable to the utility’s very large customers [...] are assigned to the very large customer class or subclass determined by the commission,”³⁷ if attributable costs can be allocated accurately. **The Department recommends the Commission define the Very Large customer class to only include customers taking service under either the Large General TOD Service or the Large Peak Controlled TOD Service tariffs. In addition, the Department recommends the Commission require Xcel to design a sales true-up for the Very Large customer class in its next rate case.**

E. COST ALLOCATION & THE INCREMENTAL COST TEST

As described above, an accurate allocation of costs is the other half of the equation for ensuring compliance with Minn. Stat § 216B.1622, subd. 2. In its Comments the Department asked how Xcel plans to assign the system generation and transmission costs to customers falling within the new subclass and to explain how it intends to account for the changes in cost allocation factors for new generation and transmission system resources due to the regulatory lag between rate cases.³⁸ In response Xcel stated the Incremental Cost Test (ICT) approach ensures that the costs driven by super-large load customers are attributed to them and explains why a separate super-large customer class cost of service study (CCOSS) would not be able to confirm if each super-large customer is paying for its own incremental costs in a CCOSS analysis.³⁹

According to Xcel, its proposed ICT process is the same process approved by the Commission and used by the Company to ensure Competitive Response Rider customers pay for the incremental costs they cause. Xcel states the ICT provides a direct comparison of incremental costs verses revenues for a single super-large customer, which is something that is not available within the structure of a CCOSS. Xcel explains the ICT method will ensure that these large load customers pay for the incremental costs they are causing for the system so that the costs of the resources procured to serve them are not passed on to other customers. In applying the ICT to the Company’s large load tariffs, Xcel details the following steps we will take to ensure the incremental costs are recouped from large load customers:

- Step 1: The Company will use Encompass analysis to identify resources required for this customer. This Encompass analysis will identify the incremental generic resources needed to serve the new customer.

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- *Include provisions to ensure that, if the **super-large** customer ceases operations for any reason, all remaining financial commitments will still be paid.*

Xcel must consult with the Department and consider filing a voluntary carbon-free electricity procurement program that enables more customers to achieve annual CFE goals and increase hourly matching CFE levels. (Emphasis added).

³⁷ [Minn. Stat § 216B.1622, subd.2.](#)

³⁸ Department Comments at 28.

³⁹ Xcel Reply Comments at 26-27.

- Step 2: The incremental resource costs, and any other incremental costs identified for this load (such as the change in jurisdictional cost allocation) will be included in the ICT, along with the revenues for the large load customer. This may include revenues in addition to standard tariff revenues, if standard tariff revenues do not cover the incremental costs.
- Step 3: The ICT and the ESA will be filed with the Commission for review and approval. The ESA will include provisions for true-ups to actual resource costs.
- Step 4: Once actual resources are procured, actual cost true-ups will occur and may lead to additional revenues from the large load customer per the provisions of the approved ESA.
- The resources procured in this process are system resources, and therefore in a rate case, the costs of these resources will be allocated out to all of the classes. If the large load ESA requires additional revenues to be incorporated into the ICT, those revenues will be allocated to all classes using the test year base revenue allocator. Additionally, the load characteristics of the large load customer will be incorporated into all appropriate cost allocators. This ensures that the costs of these resources are not unfairly attributed to other customers in an embedded cost analysis.⁴⁰

In response to the Department's question on how the Company will account for the changes in cost allocation factors for the new generation and transmission system resources due to the regulatory lag between rate cases, Xcel states it agrees that there should be a mechanism to align the cost estimates in the ICT with actual costs over time and it will apply the changes in load characteristics of the super-large customer to class allocations for annual rider filings as the load comes online, as well as in future rate cases. Xcel emphasizes the appropriate cadence for the true up will vary by customer depending on factors such as load ramp period, customer size, and timing of resource additions; further, each customer-specific ESA will include provisions for cost true-ups to confirm the super-large customer is paying for the actual incremental costs.⁴¹

The Department recommends the Commission modify Xcel's proposed Large General Time of Day Service (Rate Code AXX) and the Large Peak Controlled Time of Day Service (Rate Code AXX) as follows:

INCREMENTAL COST TEST

An Incremental Cost Test is required prior to service under this tariff. Each customer-specific Incremental Cost Test is subject to approval by the Minnesota Public Utilities Commission.

⁴⁰ *Id.*, at 27-28.

⁴¹ Xcel Reply Comments at 29-30.

F. *IRP ORDER & MINN. STAT. § 216B.1622 COMPLIANCE*

In its reply comments, Xcel acknowledged the Department concluded that “Xcel’s Petition addressed the factors required by the Commission’s April 2025 Order” and that “Xcel’s Petition addresses each of the factors required by Minn. Stat. § 216B.1622 Subd. 2, in its comments.”⁴²

While the Department concluded that Xcel “addressed” each of the factors required by the Commission in the IRP Order and the factors require by Minn. Stat. § 216B.1622, subd. 2, the Department had not reached the conclusion that Xcel’s Petition was in compliance with either the IRP Order or Minn. Stat. § 216B.1622, subd. 2 as evidenced by the recommendations made and its request for more information from Xcel in its reply comments.

Ultimately, the Department concludes it is not possible to determine if Xcel’s proposed super-large tariff will be in compliance with both the IRP Order requiring *all incremental costs attributable to super-large customers are assigned to the super-large class or sub-class* and Minn. Stat. § 216B.1622 Subd. 2 requiring *all costs attributable to the utility’s very large customers... are assigned to the very large customer class or subclass determined by the commission* until after the Commission has reviewed and approved each customer-specific ESA and IA. Xcel’s proposed tariffs do not provide assurance for compliance with either the IRP Order or Minn. Stat. § 216B.1622 Subd. 2. As described by Xcel, whether or not *all incremental costs attributable to super-large customers are assigned to the super-large class or sub-class* and *all costs attributable to the utility’s very large customers... are assigned to the very large customer class or subclass determined by the commission* will be determined by Commission in later proceedings after reviewing each customer specific ESA and IA submitted for approval by the Commission.

For the above stated reasons, **the Department recommends the Commission approve the Retail Customer Form ESA and note in its Order approving Xcel’s Petition as modified that the Commission will determine IRP Order and Minn. Stat. § 216B.1622, subd. 2 compliance at such times as each customer-specific ESA and IA are brought before the Commission for approval.**

G. *ESA TERM LENGTH*

In its comments, the Department recommended approval of the tariff language requiring an ESA initial term of *at least* fifteen years inclusive of any Load Ramp Period up to a maximum of five years. The Department based its recommendation on the fact the 15 years is the *minimum* term for an ESA and depending on circumstances for each individual ESA associated with a particular large load customer, a longer ESA term length may be necessary. The Department noted in its comments that operational lifespans and financing structures of investment necessitating cost recovery and financing structures may extend beyond the minimum term of at least 15 years. The Department noted further the ESA

⁴² Xcel Reply Comments at 2.

term should reflect the incremental costs for the full depreciation term of the infrastructure investments or assets needed to serve the specific load of the Large General Service TOD Service customer.⁴³

Therefore, the Department reiterates an initial ESA term for longer than fifteen years may be necessary for a customer-specific ESA approved by the Commission. **As such, the Department recommends the Commission approve Xcel's Retail Customer ESA Form as modified noting the Commission will determine the specific ESA Term Length at such times as each customer-specific ESA is brought before the Commission for approval. The Department recommends the Commission modify Section 10 of the Retail Customer Form ESA as follows:**

10. Effective Date; Term. This Agreement shall be in full force and effect from the date the Commission deems it approved (i) in form and substance satisfactory to both Company and Customer, inclusive of all Exhibits, and (ii) is not the subject of (a) a petition or application for reconsideration or rehearing, (b) a request for judicial review, or (c) a petition for preliminary injunction, and (iii) Company's Facilities are capable of being energized. This Agreement shall remain in full force and effect for at least fifteen (15) years (the "Term") unless terminated by either Party pursuant to Article 16 or as otherwise provided herein.*

**The final customer-specific ESA Term Length is subject to approval by the Minnesota Public Utilities Commission.*

Likewise, the Department recommends the Commission modify Xcel's proposed Large General Time of Day Service (Rate Code AXX) and the Large Peak Controlled Time of Day Service (Rate Code AXX) as follows:

TERM

Customers subject to this tariff must enter into an ESA with an initial term of at least fifteen (15) years, inclusive of any Load Ramp Period of up to a maximum of five (5) years. For electrical service beyond the initial term, customers with demand equal to or greater than 100,000 kW have the option of remaining on Large General Time of Day Service or moving to Large Peak Controlled Time of Day Service. A subsequent ESA will be required.*

**The final customer-specific ESA Term Length is subject to approval by the Minnesota Public Utilities Commission.*

⁴³ Department Comments at 8.

H. RATE DESIGN

As noted in the Department's comments, Xcel designed new base rates for the Large General TOD Service and Large Peak Controlled TOD Service tariffs to shift more cost recovery through the demand charge and less cost recovery from energy charges. This approach was designed to protect other customers from revenue erosion due to changes in a customer's usage profile resulting in a reduction of usage over the ESA contract term.⁴⁴ The Department did not express opposition to Xcel's proposed rate design and its methodology for determining the customer, energy and demand charge in Comments, but did request that Xcel provide information in its reply comments on both the customer and energy charge. The Department describes these requests and Xcel's response, below.

H.1. Customer Charge

In its comments, the Department requested Xcel provide in reply comments a more detailed account of the types of services provided under Economic Development, Account Management and Billing support and how it determined the total monthly hours necessary to provide each of the services under each of the categories. On the assumption that these services are necessary to support Large General TOD Service customers, and that the hours to provide them are reasonable, the Department stated it supports Xcel's proposed methodology for determining the customer charge for the Large General TOD Service tariffs.⁴⁵

Xcel states it estimated the incremental effort required to support ongoing efforts to service, manage, and bill large load customers based on its experience supporting existing large load customers. Xcel estimated Economic Development staff work to manage the large cross-functional effort of bringing the large load customers on board and Account Management staff that meets with the large load customer monthly to discuss and manage on-going customer needs. Xcel estimated the Billing effort based on the incremental time needed to read and verify meter reading and generally bill the customer. Finally, Xcel stated these estimates are incremental to the time spent on a typical Large General Time of Day Service customers for each of the analysis categories.⁴⁶

The Department supports Xcel's proposed methodology for determining monthly customer charge for Large General TOD Service customer.

H.2. Energy Charge

In its comments, the Department requested that Xcel confirm the Department's understanding of the forecasted fuel rates and AMI capabilities to link to MISO energy prices in reply comments. In addition, the Department requests that Xcel explain how other system customers are protected from the impact

⁴⁴ *Id.* at 8-9.

⁴⁵ *Id.* at 9.

⁴⁶ Xcel Reply Comments at 9.

of large load customers on the marginal energy costs or provide an alternative Large General TOD Service tariff with an energy charge based on RTP.⁴⁷

In response, Xcel stated it does not currently have a Real Time Pricing tariff and the Real Time Pricing rate cancelled in the Company's last rate case did not include market base rates. Xcel explained the Real Time Pricing customers paid the fuel clause like all other retail customers. According to Xcel, the proposed base rate energy charges do not recover marginal energy or fuel related costs:

For base rate energy charges, the word "energy" refers to the method of the cost recovery or basis of the cost recovery per kWh, not the cost being recovered. The Company-proposed base rate energy charge recovers Administrative & General and base rate related Conservation Improvement Program (CIP) expense.⁴⁸

Xcel noted that Large Data Center customers will be exempt from the Company's Energy and Conservation Optimization (ECO) plan according to Minn. Stat. § 216B.241, subd. 1.a(a). Customers qualifying for this exemption will see the exemption reflected on their bill and in the revenue calculation of in the ICT that the Company prepares to support the ESA and IA with the customer.⁴⁹

Xcel explained that because it serves its customers with owned and contracted resources, its customers are not materially exposed to energy market prices:

Under the Company's proposed tariff, large load customers would pay the fuel clause rates like any other retail customer. The Company does not believe it would be appropriate to charge large load customers the MISO market price since that input would not result in a cost-based rate. Treating large load customers differently in this regard may lead to over or under recovery of actual costs.⁵⁰

The Department notes that Xcel did not confirm the Department's understanding of AMI capabilities to link to MISO energy prices nor explain how other system customers will be protected from the impact of large load customers on the marginal energy costs, which the Department understands are recovered through the fuel clause that all retail customers pay. The Department notes further that the costs for Company owned and contracted resources are expected to be recovered from large load customers are designed to be recovered from the demand charge and not the energy charge. As described by Xcel in its Initial Petition, the removal of the Production Plant and Production Plant O&M Stratification enables the cost recovery for the energy charge to primarily reflect the recovery for the

⁴⁷ Department Comment at 10-11.

⁴⁸ Xcel Reply Comments at 7-8.

⁴⁹ *Id.*, fn. 18

⁵⁰ *Id.*, at 7-8.

variable fuel costs.⁵¹ The Department understands the variable fuel costs are based on the most current forecasted fuel rates on record and the customer's estimated usage, but the actual real time market fuel rates are reflected through the fuel clause, which all retail customers must pay. The Department's concern remains that the actual real time market fuel rates may be impacted by Large Load customers, particularly during peak periods.

Although the Department remains concerned over the impact of Large Load customers on actual real time market fuel rates as reflected in the fuel clause, it is not opposed to Xcel's methodology for removing the Production Plant and Production Plant O&M Stratification, or "Plant Stratification" to design energy rates for the Large General TOD service class.

H.3. Demand Charge

In its Comments, the Department expressed support of the methodology for determining the Demand Charge but stated it would review the final rate in the event Xcel changes how it has determined the customer and/or energy charge.⁵² As noted above, the Department is not opposed to Xcel's methodology of removing the "Plant Stratification" process for determining the energy and the demand charge. Likewise, the Department supports Xcel's methodology for determining the customer charge. Therefore, the Department supports Xcel's proposed rate design for the Large General TOD service class, including the demand charge.

I. INCREASES IN CONTRACT DEMAND

In its comments, the Department requested that Xcel provide updated language in reply comments for section 3.1.1 of the retail customer form ESA to ensure other non-data customers are not placed at risk for Contract Capacity Increases that exceed the Connected Load as described in the executed ESA or provide a reasonable justification for why updated language is not required to protect other non-data customers.⁵³

Specifically, the Retail Customer Form ESA states the following regarding contract demand increases:

3.1.1 Contract Capacity Increases. The effective Contract Capacity will be increased, subject to generation and transmission capacity availability as determined at the sole discretion of the Company and not to exceed the Connected Load (as described in Exhibit E), if either of the following occur: (a) if the prior year actual average monthly on-peak demand exceeds the effective Contract Capacity plus nine percent (9%); or (b) in the event that a Customer Load Forecast of monthly on peak demand provided pursuant to Section 3.5 exceeds the effective Contract Capacity as described in

⁵¹ Petition at Attachment I.

⁵² Department Comments at 11.

⁵³ Department Comments at 17-18.

Exhibit E, the parties will meet and confer regarding an increase to the effective Contract Capacity.⁵⁴

Likewise, the Department notes Xcel's Tariffs regarding contract increases state the following:

1. Contract Capacity Increase. The effective Contract Capacity will be increased if either of the following occur: (a) if the monthly average of the prior consecutive 12 month period Actual On Peak Demands exceeded the effective Contract Capacity plus 9 percent (9%), Company reserves the right to revise the Contract Capacity percentage margin based on future wholesale capacity market conditions and/or policy changes. (b) Increases to Contract Capacity after the execution of an ESA are subject to generation and transmission capacity availability as determined at the sole discretion of the Company and subject to the Customer and Company agreement.⁵⁵

Xcel responded that it understands the Department's concern and agrees with the Department that Commission notification should occur for increases in capacity. However, Xcel did not provide updated language for Section 3.1.1 of the ESA above and instead stated it will make a compliance filing if all of the terms of the ESA, including pricing, would still be met with the capacity increase and it will bring forward a request to the Commission to modify the ESA, if a new Incremental Cost Test (ICT) or other change is required.⁵⁶

The Department believes that the Retail Customer Form ESA should state the Commission shall be notified for any increase in Demand and not reflect only that the parties will meet and confer regarding an increase to the effective Contract Capacity. **The Department recommends the Commission modify in Section 3.1.1 of the Retail ESA as follows:**

3.1.1 Contract Capacity Increases. The effective Contract Capacity will be increased, subject to generation and transmission capacity availability as determined at the sole discretion of the Company and not to exceed the Connected Load (as described in Exhibit E), if either of the following occur: (a) if the prior year actual average monthly on-peak demand exceeds the effective Contract Capacity plus nine percent (9%); or (b) in the event that a Customer Load Forecast of monthly on peak demand provided pursuant to Section 3.5 exceeds the effective Contract Capacity as described in Exhibit E, the parties will meet and confer regarding an increase to the effective Contract Capacity. Any updates to the applicable terms in the ESA, including Exhibit E, are subject to approval by the Minnesota Public Utilities Commission.

⁵⁴ Xcel Petition, Attachment G.

⁵⁵ *Id.*, Attachment A & B.

⁵⁶ Xcel Reply Comments at 12-13.

Likewise, the Department recommends the Commission modify Xcel's proposed Large General Time of Day Service (Rate Code AXX) and the Large Peak Controlled Time of Day Service (Rate Code AXX) as follows:

1. Contract Capacity Increase. The effective Contract Capacity will be increased if either of the following occur: (a) if the monthly average of the prior consecutive 12 month period Actual On Peak Demands exceeded the effective Contract Capacity plus 9 percent (9%), Company reserves the right to revise the Contract Capacity percentage margin based on future wholesale capacity market conditions and/or policy changes. (b) Increases to Contract Capacity after the execution of an ESA are subject to generation and transmission capacity availability as determined at the sole discretion of the Company and subject to the Customer and Company agreement and approval by the Minnesota Public Utilities Commission.

J. DECREASES IN CONTRACT DEMAND AND EXIT FEES

In its comments, the Department requested that Xcel revise the language in the ESA for contract capacity reductions and exit fees by removing the lesser option for 10 years and instead state the contract reduction fee is payable for the remaining term of the ESA. In addition, the Department requested Xcel provide in reply comments an explanation for why 75 percent of the termination period is reasonable and why 85 percent or higher of termination period would not be reasonable.⁵⁷

Specifically, the Retail Customer Form ESA states the following regarding contract demand decreases and exit fees:

3.1.2 Contract Capacity Reductions. The Customer is subject to a minimum demand bill according to Section 3.3 of this Agreement. The Customer (i) may reduce the effective Contract Capacity or (ii) may reduce the Customer Load Ramp under Section 3.2 by providing a twelve (12) months' notice to the Company ("Customer Notice of Capacity Reduction") and making the necessary Contract Capacity Reduction Payment under Section 16.2.

16.2 Contract Capacity Reduction Payment. In the event of Customer Contract Capacity Reduction under Section 3.3 and subject to the Termination Notice required in 16.1(ii), Customer shall pay to Company an Early Contract Capacity Reduction Payment as of the date of the Customer Notice of Capacity Reduction, calculated as follows: In addition to any revenue or other fees that may be due and owing, Customer shall pay within 30 days of the Termination Date the total of (i) the difference between the effective Contract Capacity and reduced Contract Capacity or the difference between the effective Load Ramp Capacity and reduced Load

⁵⁷ Department Comments

Ramp Capacity multiplied by (ii) the current effective Tariff rates on peak demand charges contained in Exhibit C multiplied by (iii) seventy-five percent (75%) multiplied by (iv) the “Termination Fee Period,” defined for this Section 16.2 as the lesser of the remaining contract months in Article 10 or 120 months from the date of the Termination Notice, as liquidated damages and not as a penalty.

16.3 Exit Fee. In the event of termination by Customer under Section 16.1 (ii)(b) and termination by Company due to Customer breach under 16.1(iii), Customer shall pay to Company an Exit Fee (a) in the case of termination pursuant to 16.1(ii)(b) 24 months from the date of the Termination Notice, or (b) in the case of termination pursuant to 16.1(ii) within 30 days of the Termination Date, calculated as follows: In addition to any revenue or other fees that may be due and owing, the total of (i) the current effective Tariff rates on-peak demand charges contained in Exhibit B multiplied by (ii) seventy-five percent (75%) of the Contract Capacity multiplied by (iii) the “Termination Fee Period” defined for this Section 16.3 as the lesser of the remaining contract months in Article 10 or 120 months, as liquidated damages and not as a penalty.⁵⁸

Likewise, Xcel’s proposed tariffs state the following on the contract capacity reduction payment and exit fee:

9. Exit Fee and Contract Capacity Reduction Payment. Early termination or Contract Capacity reduction shall incur fees calculated as the total of (i) the Effective Contract Capacity multiplied by (ii) the on peak demand charges contained in this rate schedule multiplied by (iii) seventy-five percent (75%) multiplied by (iv) the “Termination Period,” defined as the lesser of the remaining contract months of the ESA Term or 120 months from the date of the Termination Notice as defined in the ESA.⁵⁹

Xcel responded to the Department’s request for that its proposed “Termination Fee Period” reflects market conditions based on discussions with potential large customers and asking customers to pay 85 percent of contract capacity does not reflect market conditions based on similar discussions. While Xcel stated it does not inherently object to determining the exit fee based on 85 percent or higher of contract capacity, Xcel argues that 75 percent provides sufficient customer protection in the event of termination. Finally, Xcel states it will justify any ESA it brings forward to the Commission.⁶⁰ The Department has the following concerns with Xcel’s response to the Department’s request to modify section 16.2 of the ESA. First, the Department notes that Xcel has petitioned the Commission for approval of the Retail Customer Form ESA, which includes the above proposed language for the

⁵⁸ Xcel Petition, Attachment G.

⁵⁹ *Id.*, Attachment A & B.

⁶⁰ Xcel Reply Comments at 12-14.

Contract Capacity Reduction Payment. A promise to the Commission that Xcel will justify any ESA when it brings one forward to the Commission does not support Commission approval of the language as proposed by Xcel in this proceeding. Second, the Department notes Xcel has not provided any verifiable evidence for the market conditions supporting the proposed language in the ESA other than what is noted below under minimum bills. Finally, the Department notes that Minn. Stat § 216B.1622, subd.2 (1) states that “all costs attributable to the utility's very large customers [...] are assigned to the very large customer class or subclass determined by the commission,” and Xcel has not cited any statutory language that states that security and risk mitigation measures designed to ensure compliance with Minn. Stat § 216B.1622 should reflect “market conditions.”

For the reasons stated in the Department’s comments, the Department does not believe the “lesser than” language in sections 16.2 and 16.3 meet the statutory requirements of Minn. Stat § 216B.1622. Given Xcel does not inherently object to determining the exit fee based on 85 percent or higher of contract capacity, **the Department recommends the Commission modify section 16.2 and 16.3 of the Retail Customer Form ESA as follows:**

*16.2 Contract Capacity Reduction Payment. In the event of Customer Contract Capacity Reduction under Section 3.3 and subject to the Termination Notice required in 16.1(ii), Customer shall pay to Company an Early Contract Capacity Reduction Payment as of the date of the Customer Notice of Capacity Reduction, calculated as follows: In addition to any revenue or other fees that may be due and owing, Customer shall pay within 30 days of the Termination Date the total of (i) the difference between the effective Contract Capacity and reduced Contract Capacity or the difference between the effective Load Ramp Capacity and reduced Load Ramp Capacity multiplied by (ii) the current effective Tariff rates on peak demand charges contained in Exhibit C multiplied by (iii) **not less than eightyseven**-five percent (**8575%**)* multiplied by (iv) the “Termination Fee Period,” defined for this Section 16.2 as ~~the lesser of~~ the remaining contract months in Article 10 ~~or 120 months from the date of the Termination Notice~~, as liquidated damages and not as a penalty.*

***The final customer-specific percentage of “Termination Fee Period” is subject to approval by the Minnesota Public Utilities Commission.**

16.3 Exit Fee. In the event of termination by Customer under Section 16.1 (ii)(b) and termination by Company due to Customer breach under 16.1(iii), Customer shall pay to Company an Exit Fee (a) in the case of termination pursuant to 16.1(ii)(b) 24 months from the date of the Termination Notice, or (b) in the case of termination pursuant to 16.1(ii) within 30 days of the Termination Date, calculated as follows: In addition to any revenue or other fees that may be due and owing, the total of (i) the current effective Tariff

rates on-peak demand charges contained in Exhibit B multiplied by (ii) not less than eightyseven-five percent (8575%) of the Contract Capacity multiplied by (iii) the “Termination Fee Period” defined for this Section 16.3 as ~~the lesser of~~ the remaining contract months in Article 10 ~~or 120 months~~, as liquidated damages and not as a penalty.*

*The final customer-specific percentage of “Termination Fee Period” is subject to approval by the Minnesota Public Utilities Commission.

Likewise, the Department recommends the Commission modify Xcel’s proposed Large General Time of Day Service (Rate Code AXX) and the Large Peak Controlled Time of Day Service (Rate Code AXX) as follows:

9. Exit Fee and Contract Capacity Reduction Payment. Early termination or Contract Capacity reduction shall incur fees calculated as the total of (i) the Effective Contract Capacity multiplied by (ii) the on peak demand charges contained in this rate schedule multiplied by (iii) not less than eightyseven-five percent (8575%) multiplied by (iv) the “Termination Period,” defined as ~~the lesser of~~ the remaining contract months of the ESA Term. ~~or 120 months from the date of the Termination Notice as defined in the ESA.~~*

*The final customer-specific percentage of “Termination Period” is subject to approval by the Minnesota Public Utilities Commission.

K. MINIMUM BILL

In its comments the Department expressed its concern that Xcel’s proposed minimum bill of 75 percent of its contracted demand may not be sufficient to protect Xcel’s other customers given the potential large loads of these customers. In particular, the Department was concerned that it would not allow for the recovery of “all costs attributable to the utility’s very large customers [...]”⁶¹ The Department requested Xcel provide in reply comments an explanation for why 75 percent is reasonable and why a minimum bill of 85 percent or higher of contracted demand would not be reasonable.

Specifically, the ESA states the following regarding the Minimum Bill.

3.3 Minimum Bill. Upon Company Facilities achieving the technical requirements for energization, and no later than the Customer Load Ramp period start date documented in Exhibit D, the Customer is subject to a monthly minimum bill equal to the greater of (i) on peak period demand to

⁶¹ [Minn. Stat § 216B.1622, subd.2.](#)

be billed, or (ii) seventy-five percent (75%) of either (a) the Load Ramp Capacity as provided in Exhibit D or (b) the Contract Capacity as provided in Exhibit E (as applicable), multiplied by the effective monthly demand charge plus the effective customer charge and other applicable Tariff related charges.⁶²

Likewise, Xcel's proposed tariffs state the following about the minimum bill:

Adjusted On Peak Period Demand in kW for billing purposes shall be determined by dividing the Maximum Actual On Peak Period Demand by the power factor expressed in percent but not more than 95%, multiplying the quotient so obtained by 95%, and rounding to the nearest whole kW. In no month shall the on peak period demand to be billed be less than the current month's Adjusted On Peak Demand in kW, or 75% of the Load Ramp Capacity or Contract Capacity as defined for that time period in the ESA.

CUSTOMER LOAD RAMP AND MINIMUM BILL

The maximum Load Ramp Period is up to five (5) years. Pursuant to the ESA, in each month after Company's Facilities are capable of energization, the Customer will be billed the greater of: (a) the on peak period demand; or (b) 75% of the Load Ramp Capacity, multiplied by the effective monthly demand charge plus the effective customer charge and other applicable Tariff related charges, as calculated pursuant to the Terms and Conditions of Service herein. After the Load Ramp Period, the Customer will be billed the greater of: (a) the actual metered on peak period demand to be billed; or (b) the Adjusted 75% of the Contract Capacity, multiplied by the effective monthly demand charge plus the effective customer charge and other applicable Tariff related charges, as calculated pursuant to the terms and Conditions of Service herein.⁶³

TERMS AND CONDITIONS OF SERVICE

10. Security/Risk Mitigation: At a minimum, the following security and risk mitigation requirements will be included in the ESA.

- a. Sufficient credit support;*
- b. Minimum On Peak Demand Charges. The Minimum On Peak Demand Charges during and after the Load Ramp Period shall be the greater of (i) on peak period demand to be billed or (ii) 75 % of the Effective Contract Capacity, multiplied by the effective firm demand charge during the month for which the bill is rendered.*

⁶² Xcel Petition at Attachment G.

⁶³ *Id.* at Attachment A & B.

In response to the Department’s request, Xcel stated it believes that a 75 percent minimum demand charge is suitably protective of other customer classes, and based on its experience, that 85 percent or higher does not reflect market conditions.⁶⁴ In support of Xcel’s assertion that 85 percent or higher does not reflect market conditions, Xcel noted Google supported Xcel’s proposed minimum demand charge and noted “that minimum demand charges from 70% to 80% have been approved by Commissions in Indiana, West Virginia, and Utah, and proposed by regulated utilities in other jurisdictions, including Missouri and Kansas.”⁶⁵

The Department notes that the Commission Orders in Indiana, West Virginia and Utah were based on Stipulated Agreements between parties. Likewise, on November 6, 2025, the Kansas Corporation Commission approved a settlement agreement and November 24, 2025, the Missouri Public Service Commission also approved a settlement agreement between parties. The minimum monthly bill provisions agreed to by the parties and approved by the Commissions in each of the States is given in Table 1 Below.

Table 1: Minimum Bill Provisions in Stipulated Agreements for five States

State	Minimum Bill Provision
Indiana⁶⁶	<p>Monthly Billing Demand. The Monthly Billing Demands for Large Load Customers in kW for each plant shall be taken each month as the single-highest 15-minute integrated peak in kW, as registered at such plant during the month by a demand meter or indicator, subject to the Off-Peak Hour Provision, but <i>the monthly demand so established shall in no event be less than the greater of (a) 80 percent of the Large Load Customer's contract capacity specified for the applicable time period of the Contract Term; or (b) 80 percent of the Large Load Customer's highest previously established Monthly Billing Demand during the past 11 months.</i> The Metered Voltage adjustment, as set forth above, shall not apply to the Large Load Customer's minimum Monthly Billing Demand.</p> <p>Minimum Charge. Large Load Customers are subject to a minimum monthly charge for each plant equal to the sum of: (a) the Monthly Service Charge; (b) <i>the product of the Minimum Demand Charge and the Monthly Billing Demand;</i> (c) the product of the Step 1 Embedded Capacity Charge and the Monthly Billing Demand; and (d) the sum of the product of each demand charge in all applicable demand related riders in effect at the time and the Monthly Billing Demand. The Step 1 Embedded Capacity Charge rate will be computed as follows: (Block 1 Energy Rate less Block 2 Energy Rate) multiplied by Block 1 Energy Hours less (Minimum Demand Charge less Demand Charge).</p>

⁶⁴ Xcel Reply Comments at 10.

⁶⁵ *Id.* at 9. See also, Google comments at 15-16, *fn* 29.

⁶⁶ *IN THE MATTER OF THE VERIFIED PETITION OF INDIANA MICHIGAN POWER COMPANY FOR APPROVAL OF MODIFICATIONS TO ITS INDUSTRIAL POWER TARIFF – TARIFF I.P.*, CAUSE NO. 46097, ORDER OF THE COMMISSION, February 19, 2025, STIPULATION AND SETTLEMENT AGREEMENT – Attachment A, Original Sheet 21.5 & 21.6

	<p>The Step 1 Embedded Capacity Charge under this tariff shall be as follows:</p> <table border="1"> <thead> <tr> <th><u>Tariff Code</u></th> <th><u>Service Voltage</u></th> <th><u>Step 1 Embedded Capacity Charge (\$/kW)</u></th> </tr> </thead> <tbody> <tr> <td>327</td> <td>Secondary</td> <td>13.289</td> </tr> <tr> <td>322</td> <td>Primary</td> <td>12.427</td> </tr> <tr> <td>323</td> <td>Subtransmission</td> <td>12.271</td> </tr> <tr> <td>324</td> <td>Transmission</td> <td>10.959</td> </tr> </tbody> </table>	<u>Tariff Code</u>	<u>Service Voltage</u>	<u>Step 1 Embedded Capacity Charge (\$/kW)</u>	327	Secondary	13.289	322	Primary	12.427	323	Subtransmission	12.271	324	Transmission	10.959
<u>Tariff Code</u>	<u>Service Voltage</u>	<u>Step 1 Embedded Capacity Charge (\$/kW)</u>														
327	Secondary	13.289														
322	Primary	12.427														
323	Subtransmission	12.271														
324	Transmission	10.959														
<p>West Virginia⁶⁷</p>	<p>c. Monthly Billing Demand: The Monthly Billing Demands for Large Load Customers shall be the single-highest 30-minute integrated peak in kW, as registered during the month in the on-peak period by a demand meter or indicator. <i>The monthly billing demand established hereunder shall not be less than the greater of (a) 80 percent of the Large Load Customer’s contract capacity specified for the applicable time period of the Contract Term; or (b) 80 percent of the Large Load Customer’s highest previously established Monthly Billing Demand during the past 11 months.</i> The off-peak excess demand shall be the amount by which the demand created during the off-peak period exceeds the monthly billing demand.</p> <p>d. Minimum Charge: The Large Load Customer is subject to a minimum monthly charge equal to the sum of the Customer Charge, the product of the Demand Charge and the monthly billing demand, all applicable adjustments, and the product of the Base Billing Energy and the monthly base energy charge. The Base Billing Energy provision will only apply to base rate energy charges. The Base Billing Energy will be computed as follows: Contract Capacity (kW) * 60% * Number of Billing Hours in the Month.</p>															
<p>Utah⁶⁸</p>	<p>g. Monthly On-Peak Power Charges for New Large Load Customers and Existing Large Load Growth Customers shall be billed as the highest of:</p> <ul style="list-style-type: none"> i. The actual measured On-Peak Power usage for the month, or ii. 75 percent of the Reserved Capacity for the applicable month for requests less than 200,000 kVA of Reserved Capacity. <p>h. The minimum contract length and minimum monthly on-peak power charges for New Large Load Customers or Existing Large Load Growth Customers <i>with contract loads at or above 200,000 kVA will be negotiated in special contracts for these customers.</i> Further, the Settling Parties agree that the issue of the appropriate minimum contract length and minimum monthly on-peak power charges for New Large Load Customers or Existing Large Load Growth Customers with contract loads at or above 200,000 kVA will be discussed in the large customer investigatory Docket No.</p>															

⁶⁷ APPALACHIAN POWER COMPANY and WHEELING POWER COMPANY, Application for approval for revisions to Schedules LCP and IP, CASE NO. 24-061 1-E-T-PW, COMMISSION ORDER, March 25, 2025, Attachment A - JOINT STIPULATION AND AGREEMENT FOR SETTLEMENT.

⁶⁸ Application of Rocky Mountain Power for Authority to Increase Retail Electric Utility Rates In Utah for Approval of its Proposed Electric Service Schedules and Electric Service Regulations, Docket No. 24-035-04, ORDER, April 25, 2025 at 115-117. See Also PHASE II SETTLEMENT STIPULATION, January 14, 2025.

	24-035-43, Investigatory Docket Regarding Rocky Mountain Power’s Line Extension Policy for Large Loads.
Kansas ⁶⁹	<p>Minimum Monthly Bill: Customers taking service under schedule LLPS shall be subject to a “Minimum Monthly Bill” which shall consist of the sum of each of the following charges and shall apply in addition to any energy-based charges paid by customer:</p> <ul style="list-style-type: none"> i. Demand Charge (with minimum monthly demand set at 80 percent of the Contract Capacity (“Minimum Demand”)); ii. Customer Charge (metering, billing, customer support); iii. Grid Charge (Substation and transmission-related costs)(for purposes of the grid charge grid demand will be the higher of: (a) monthly maximum demand in the last twelve (12) months including the then-current month, or (b) the minimum demand); iv. Reactive Demand Adjustment (where the Company may determine the customer’s monthly maximum fifteen (15)-minute reactive demand in kilovars. The maximum reactive demand shall be computed similarly to the monthly maximum demand as set forth schedule LLPS); v. Charges associated with TDC (with the minimum monthly demand set at the Minimum Demand); vi. Other Demand-Base Riders approved by the Commission in the future (such as the CWIP rider with the minimum monthly demand set at the Minimum Demand); and vii. The Cost Stabilization Rider, with minimum monthly demand set at the Minimum Demand.
Missouri ⁷⁰	<p>Minimum Monthly Bill: Customers taking LLCs shall be subject to a “Minimum Monthly Bill” which shall consist of the sum of each of the following charges and shall apply in addition to any energy-based charges paid by customer:</p> <ul style="list-style-type: none"> i. Demand Charge (with minimum monthly demand set at 80 percent of the Contract Capacity (“Minimum Demand”)); ii. Customer Charge (metering, billing, customer support);

⁶⁹ In the Matter of the Application of Evergy Kansas Metro, Inc., Evergy Kansas South, Inc., and Evergy Kansas Central, Inc. for Approval of Large Load Service Rate Plan and Associated Tariffs, Docket No. 25-EKME-315-TAR, ORDER APPROVING UNANIMOUS SETTLEMENT AGREEMENT, Attachment 1 – Unanimous Comprehensive Settlement Agreement at 10.

⁷⁰ In the Matter of the Application of Union Electric Company d/b/a Ameren Missouri for Approval of New Modified Tariffs for Service to Large Load Customers, File No. ET-2025-0184, ORDER REGARDING AMEREN MISSOURI’S REQUEST FOR APPROVAL OF A LARGE LOAD RATE PLAN AND ASSOCIATED VARIANCE, November 24, 2025, Attachment - AMENDED NON-UNANIMOUS GLOBAL STIPULATION AND AGREEMENT at 12.

	<ul style="list-style-type: none">iii. Low-Income Pilot Program Charge;iv. Other Demand-Based Riders approved by the Commission in the future; andv. The Cost Stabilization Rider, with minimum monthly demand set at the Minimum Demand.
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The Department makes a few observations on the minimum demand and minimum bills for the above five states in comparison to Xcel’s proposed minimum bill provisions. First, Contrary to Google’s assertion that “minimum demand charges from 70% to 80% have been approved by Commissions in Indiana, West Virginia, and Utah, and proposed by regulated utilities in other jurisdictions, including Missouri and Kansas,” The Department notes that minimum demand charges approved by the Commissions in Kansas and Missouri are set at 80% of contract Demand and the minimum demand charges approved by Indiana and West Virginia were stipulated to be *not less than* 80 percent. Only Utah mentions minimum demand charges for less than 80% and it sets Monthly On-Peak Power Charges at 75 percent for large load customers with less than 200,000 kVA of Reserved Capacity. For very large load customers with contract loads equal of greater 200,000 kVa, the parties in Utah agreed that minimum monthly on-peak power charges *will be negotiated in special contracts* and noted further that the appropriate minimum monthly on-peak power charges for New Large Load Customers or Existing Large Load Growth Customers with contract loads at or above 200,000 kVA is part of the Utah Commission’s *Investigatory Docket Regarding Rocky Mountain Power’s Line Extension Policy for Large Loads*.

Second, the Department notes that each of the five Commissions approved a settlement agreement between the parties. While it may be possible for the parties to reach a settlement agreement in this proceeding, the Department is unaware of any discussions between parties at this time. The Department notes further that any settlement agreement between parties approved by the Commission would need to comply with Minn. Stat § 216B.1622, subd. 2, and in particular that “all costs attributable to the utility’s very large customers [...] are assigned to the very large customer class or subclass determined by the commission.”⁷¹ Even a minimum bill set at 80 percent does not allow for how the very large customer class will pick up the remaining 20 percent of costs attributable to the Utility’s very large customers.⁷²

Third, the Department notes that Indiana, West Virginia, Kansas and Missouri include several other charges that must be applied to the minimum bill, which appear much more detailed and extensive than Xcel’s language for the inclusion of the “effective customer charge and other applicable Tariff related charges.”

⁷¹ Minn. Stat § 216B.1622, Subd.2

⁷² The Department notes that large load customers will be assigned to the C&I Demand customer class and under Xcel’s current sales true-up, the remaining 20% of costs will be picked up by this customer class, if Xcel is unable to generate the revenues apportioned to this class over a year’s time period.

Finally, the Department notes that while Minn. Stat § 216B.1622, subd.2 (1) states that “all costs attributable to the utility's very large customers [...] are assigned to the very large customer class or subclass determined by the commission,” Xcel has not cited any statutory language that states that security and risk mitigation measures designed to ensure compliance with Minn. Stat § 216B.1622 should reflect “market conditions.”

The Department understands the complexity of assigning all the costs attributable to a very large customers and is willing to learn more about how Xcel will allocate these costs and its proposed implementation of the ICT, both of which are discussed above. The Department wishes to allow for parties and stakeholders to make recommendations on the minimum bill during later proceedings approving customer-specific ESA for large load customers. Therefore, the Department recommends the Commission make the following modifications to Xcel’s proposed minimum bill language in both the ESA and both the Large General Time of Day Service (Rate Code AXX) and the Large Peak Controlled Time of Day Service (Rate Code AXX).

Specifically, consistent with the above recommendation for the contract capacity reductions and exit fees, **the Department recommends the Commission modify section 3.3 of Xcel’s proposed Retail Customer Form ESA as follows:**

3.3 Minimum Bill. Upon Company Facilities achieving the technical requirements for energization, and no later than the Customer Load Ramp period start date documented in Exhibit D, the Customer is subject to a monthly minimum bill shall ~~not be less than of equal to~~ the greater of (i) on peak period demand to be billed, or (ii) ~~eightyseven~~-five percent ~~(8575%)~~ of either (a) the Load Ramp Capacity as provided in Exhibit D or (b) the Contract Capacity as provided in Exhibit E (as applicable), multiplied by the effective monthly demand charge plus the effective customer charge and other applicable Tariff related charges.*

**The final customer-specific percentages of either the “Load Ramp Capacity” or the “Contract Capacity” are subject to approval by the Minnesota Public Utilities Commission.*

Likewise, the Department recommends the Commission modify Xcel’s proposed Large General Time of Day Service (Rate Code AXX) and the Large Peak Controlled Time of Day Service (Rate Code AXX) as follows:

Adjusted On Peak Period Demand in kW for billing purposes shall be determined by dividing the Maximum Actual On Peak Period Demand by the power factor expressed in percent but not more than 95%, multiplying the quotient so obtained by 95%, and rounding to the nearest whole kW. In no month shall the on peak period demand to be billed be less than the current month's Adjusted On Peak Demand in kW, or ~~8575%~~ of the Load*

Ramp Capacity or Contract Capacity as defined for that time period in the ESA.

**The final customer-specific percentages of either the “Load Ramp Capacity” or the “Contract Capacity” are subject to approval by the Minnesota Public Utilities Commission.*

CUSTOMER LOAD RAMP AND MINIMUM BILL

The maximum Load Ramp Period is up to five (5) years. Pursuant to the ESA, in each month after Company’s Facilities are capable of energization, the Customer will be billed not be less than the greater of: (a) the on peak period demand; or (b) 8575% of the Load Ramp Capacity, multiplied by the effective monthly demand charge plus the effective customer charge and other applicable Tariff related charges, as calculated pursuant to the Terms and Conditions of Service herein. After the Load Ramp Period, the Customer will be billed not be less than the greater of: (a) the actual metered on peak period demand to be billed; or (b) the Adjusted 8575%* of the Contract Capacity, multiplied by the effective monthly demand charge plus the effective customer charge and other applicable Tariff related charges.as calculated pursuant to the terms and Conditions of Service herein.⁷³*

**The final customer-specific percentages of either the “Load Ramp Capacity” or the “Contract Capacity” are subject to approval by the Minnesota Public Utilities Commission.*

TERMS AND CONDITIONS OF SERVICE

10. Security/Risk Mitigation: At a minimum, the following security and risk mitigation requirements will be included in the ESA.

- a. Sufficient credit support;*
- b. Minimum On Peak Demand Charges. The Minimum On Peak Demand Charges during and after the Load Ramp Period shall not be less than the greater of (i) on peak period demand to be billed or (ii) 8575%* of the Effective Contract Capacity, multiplied by the effective firm demand charge during the month for which the bill is rendered.*

⁷³ *Id.* at Attachment A & B.

*The final customer-specific percentages of either the “Load Ramp Capacity” or the “Contract Capacity” are subject to approval by the Minnesota Public Utilities Commission.

L. CFE PROCUREMENT PROGRAM

In its Comments, the Department recommended the Commission direct Xcel to develop a specific voluntary carbon-free electricity procurement program through either a request for information (RFI) or request for proposal (RFP) to discuss with and receive input from interested stakeholders at a scheduled meeting before filing with the Commission for approval by December 1, 2026.

In response to this recommendation, Xcel notes Minn. Stat. § 216B.1623 now requires that the Commission must require utilities to offer an optional clean energy and capacity tariff for commercial and industrial Customers. Xcel states the Commission should effectuate the new law in a coordinated process for all utilities and not only for Xcel as part of this proceeding. In addition Xcel states it is already working with the Department to develop a 24/7 clean energy option under the Commission’s order in the IRP docket and it currently offers voluntary clean energy products through its Renewable*Connect programs. Xcel states further it is willing to work with any individual customer on goals for carbon-free electricity and it is willing to engage with stakeholders through a Commission process and collaborate with the Department on stakeholder outreach. Xcel further reiterates that it plans to work with any individual customer on goals for carbon-free energy.⁷⁴

The Department does not believe Minn. Stat. § 216B.1623 requires the Commission to effectuate the new law in a coordinated fashion with all utilities. The Department continues to believe its recommendation for Xcel to file the carbon free carbon-free electricity procurement program with the Commission for approval by December 1, 2026 is reasonable. **The Department recommends the Commission direct Xcel to develop a specific voluntary carbon-free electricity procurement program through either a request for information (RFI) or request for proposal (RFP) to discuss with and receive input from interested stakeholders at a scheduled meeting before filing with the Commission for approval by December 1, 2026.**

M. M. BEHIND THE METER GENERATION

In its Comments, the Department requested that Xcel define the term “Backup Generation” in the Interconnection Agreement (IA) and also clarify the scope of the provision under section 1.03 (e) and whether it applies to all behind-the-meter generation or just generation that would be used to backup a data center in the event of a power outage.⁷⁵

In response, Xcel proposes to amend the ESA so that paragraph 3 of the ESA reads as follows:

⁷⁴ at 34-35.

⁷⁵ Department Comments at 30.

3. Service Provided Pursuant to Tariffs. Company shall deliver and sell to Customer, and Customer shall receive and purchase from Company, during the term of, and subject to, the provisions of this Agreement and as set forth in the Company's Tariff, all electric power and energy as may be required by Customer at the Site- other than backup generation that Customer may provide for itself after it has a DER interconnection agreement for the backup generation where the backup generation may operate in parallel to the Company's system. In this context, "backup generation" means generation that the Customer creates to serve its own load in situations where the Company cannot provide energy to it. All service provided pursuant to the Company's Tariff filed with the Commission shall be subject to the terms, conditions, rates, and charges set forth in the Company's Tariff as the same may lawfully be changed or modified from time to time. Reference herein to a particular tariff or schedule on file and in effect with the Commission shall include any successor tariff or schedule to the Tariff, expressly including the Large General Time of Day Service and Large Peak Controlled Time of Day Service tariffs. Notwithstanding the forgoing, nothing in this Agreement shall abrogate any of the rights or entitlements of the Company or Customer pursuant to the Company's Tariff other than as set forth in this Agreement.⁷⁶

The Department appreciates Xcel's modification to the ESA defining backup generation. **The Department recommends the Commission require Xcel to modify Section 1.03 of its super large Retail Customer Form IA to reflect Xcel's proposed updated additional language in 3. Service Provided Pursuant to Tariffs of the Retail Customer Form ESA.**

IV. DEPARTMENT RECOMMENDATIONS

Based on analysis of the Petition and the information in the record, the Department has prepared the following recommendations.

- The Department recommends the Commission approval of Xcel's proposed:
 - Rules for the Application of Peak Controlled Services tariff revisions;
 - Tier 1 Energy Controlled Service rider tariff revisions;
 - CIP Adjustment rider tariff revisions; and
 - Administrative revisions to the Company's Tariff Book.
- The Department recommends Commission approval with modifications of Xcel's proposed:
 - Large General Time of Day Service tariff;

⁷⁶ Xcel Reply Comments at 32.

- Large Peak Controlled Time of Day Service tariff; and
- Retail Customer Form ESA.

Modifications of the Large General Time of Day Service Tariff, Large Peak Controlled Time of Day Service tariff and the Retail Customer Form ESA are reflected by the Department's recommendations below. The following recommendations correspond to the subheadings of Section IV above.

- *C. Large Load Customers* - The Department recommends the Commission either:
 - Modify Xcel's petition to include large load customers that are significantly less than 100 MW; or
 - Require that Xcel propose another Large Load General (TOD) service tariff(s) for a subclass of Large Load Customers that are Larger than 5 MW and less than 100 MW, in addition to the proposed tariffs for Very Large customers.
- *D. Sales True-up and Definition of a Class of Subclass* – The Department recommends the following:
 - The Commission define the very large customer class to only include customers taking service under either the Large General TOD Service and Large Peak Controlled TOD Service customers; and
 - The Commission require Xcel to design a sales true-up for the Very Large customer class in its next rate case.
- *E. Cost Allocation and the Incremental Cost Test* – The Department recommends the Commission modify Xcel's proposed Large General Time of Day Service (Rate Code AXX) and the Large Peak Controlled Time of Day Service (Rate Code AXX) as follows:

INCREMENTAL COST TEST

An Incremental Cost Test is required prior to service under this tariff. Each customer-specific Incremental Cost Test is subject to approval by the Minnesota Public Utilities Commission.

- *F. IRP Order and Minn. Stat § 216B.1622, Subd.2 Compliance* – The Department recommends the Commission approve the Retail Customer Form ESA and note in its Order approving Xcel's Petition as modified that the Commission will determine IRP Order and Minn. Stat. § 216B.1622 Subd. 2 compliances at such times as each customer-specific ESA is brought before the Commission for approval.
- *H. ESA Term Length* – The Department recommends the Commission approve Xcel's Retail Customer ESA Form and tariffs with modifications noting the Commission will determine the specific ESA Term Length at such times as each customer-specific ESA is brought before the Commission for approval. The Department recommends:
 - The Commission modify Section 10 of the Retail Customer Form ESA as follows:

10. Effective Date; Term. This Agreement shall be in full force and effect from the date the Commission deems it approved (i) in form and substance satisfactory to both Company and Customer, inclusive of all Exhibits, and (ii) is not the subject of (a) a petition or

application for reconsideration or rehearing, (b) a request for judicial review, or (c) a petition for preliminary injunction, and (iii) Company's Facilities are capable of being energized. This Agreement shall remain in full force and effect for at least fifteen (15) years (the "Term") unless terminated by either Party pursuant to Article 16 or as otherwise provided herein.*

**The final customer-specific ESA Term Length is subject to approval by the Minnesota Public Utilities Commission.*

- The Commission modify Xcel's proposed Large General Time of Day Service (Rate Code AXX) and the Large Peak Controlled Time of Day Service (Rate Code AXX) as follows:

TERM

Customers subject to this tariff must enter into an ESA with an initial term of at least fifteen (15) years*, inclusive of any Load Ramp Period of up to a maximum of five (5) years. For electrical service beyond the initial term, customers with demand equal to or greater than 100,000 kW have the option of remaining on Large General Time of Day Service or moving to Large Peak Controlled Time of Day Service. A subsequent ESA will be required.

**The final customer-specific ESA Term Length is subject to the approval of the Minnesota Public Utilities Commission.*

- I. *Increase in Contract Demand* – The Department recommends:
 - The Commission modify Section 3.1.1 of the Retail Customer Form ESA as follows:

*3.1.1 Contract Capacity Increases. The effective Contract Capacity will be increased, subject to generation and transmission capacity availability as determined at the sole discretion of the Company and not to exceed the Connected Load (as described in Exhibit E), if either of the following occur: (a) if the prior year actual average monthly on-peak demand exceeds the effective Contract Capacity plus nine percent (9%); or (b) in the event that a Customer Load Forecast of monthly on peak demand provided pursuant to Section 3.5 exceeds the effective Contract Capacity as described in Exhibit E, the parties will meet and confer regarding an increase to the effective Contract Capacity. *Any updates to the applicable terms in the ESA, including Exhibit E, are subject to approval by Minnesota Public Utilities Commission;* and*

- The Commission modify Xcel's proposed Large General Time of Day Service (Rate Code AXX) and the Large Peak Controlled Time of Day Service (Rate Code AXX) as follows:

1. Contract Capacity Increase. The effective Contract Capacity will be increased if either of the following occur: (a) if the monthly average of the prior consecutive 12 month period Actual On Peak Demands exceeded the effective Contract Capacity plus 9 percent (9%), Company reserves the right to revise the Contract Capacity percentage margin based on future wholesale capacity market conditions and/or policy changes. (b) Increases to Contract Capacity after the execution of an ESA are subject to generation and transmission capacity availability as determined at the sole discretion of the Company and subject to the Customer and Company agreement and approval by the Minnesota Public Utilities Commission.

- J. *Decreases in Contract Demand and Exit Fees – The Department Recommends:*
 - the Commission modify section 16.2 and 16.3 of the Retail Customer Form ESA as follows:

*16.2 Contract Capacity Reduction Payment. In the event of Customer Contract Capacity Reduction under Section 3.3 and subject to the Termination Notice required in 16.1(ii), Customer shall pay to Company an Early Contract Capacity Reduction Payment as of the date of the Customer Notice of Capacity Reduction, calculated as follows: In addition to any revenue or other fees that may be due and owing, Customer shall pay within 30 days of the Termination Date the total of (i) the difference between the effective Contract Capacity and reduced Contract Capacity or the difference between the effective Load Ramp Capacity and reduced Load Ramp Capacity multiplied by (ii) the current effective Tariff rates on peak demand charges contained in Exhibit C multiplied by (iii) ~~not less than eighty~~*seventy-five percent (85.75%)** multiplied by (iv) the “Termination Fee Period,” defined for this Section 16.2 ~~as the lesser of the remaining contract months in Article 10 or 120 months from the date of the Termination Notice,~~ as liquidated damages and not as a penalty.*

**The final customer-specific percentage of the “Termination Fee Period” is subject to approval by the Minnesota Public Utilities Commission.*

16.3 Exit Fee. In the event of termination by Customer under Section 16.1 (ii)(b) and termination by Company due to Customer breach under 16.1(iii), Customer shall pay to Company an Exit Fee (a) in the

case of termination pursuant to 16.1(ii)(b) 24 months from the date of the Termination Notice, or (b) in the case of termination pursuant to 16.1(ii) within 30 days of the Termination Date, calculated as follows: In addition to any revenue or other fees that may be due and owing, the total of (i) the current effective Tariff rates on-peak demand charges contained in Exhibit B multiplied by (ii) not less than eightyseven-five percent (8575%) of the Contract Capacity multiplied by (iii) the “Termination Fee Period” defined for this Section 16.3 as ~~the lesser of~~ the remaining contract months in Article 10 ~~or 120 months~~, as liquidated damages and not as a penalty.*

*The final customer-specific percentage of the “Contract Capacity” is subject to approval by the Minnesota Public Utilities Commission.

- The Commission modify Xcel’s proposed Large General Time of Day Service (Rate Code AXX) and the Large Peak Controlled Time of Day Service (Rate Code AXX) as follows:

9. Exit Fee and Contract Capacity Reduction Payment. Early termination or Contract Capacity reduction shall incur fees calculated as the total of (i) the Effective Contract Capacity multiplied by (ii) the on peak demand charges contained in this rate schedule multiplied by (iii) not less than eightyseven-five percent (8575%) multiplied by (iv) the “Termination Period,” defined as ~~the lesser of~~ the remaining contract months of the ESA Term. ~~or 120 months from the date of the Termination Notice as defined in the ESA~~; and*

*The final customer-specific percentage of the “Termination Period” is subject to approval by the Minnesota Public Utilities Commission.

- K. *Minimum Bill* – The Department Recommends:
 - The Commission modify section 3.3 of Xcel’s proposed Retail Customer Form ESA as follows:

3.3 Minimum Bill. Upon Company Facilities achieving the technical requirements for energization, and no later than the Customer Load Ramp period start date documented in Exhibit D, the Customer is subject to a monthly minimum bill shall not be less than of equal to the greater of (i) on peak period demand to be billed, or (ii) eightyseven-five percent (8575%) of either (a) the Load Ramp Capacity as provided in Exhibit D or (b) the Contract Capacity as*

provided in Exhibit E (as applicable), multiplied by the effective monthly demand charge plus the effective customer charge and other applicable Tariff related charges.

**The final customer-specific percentage of either the “Load Ramp Capacity” or the “Contract Capacity” are subject to approval by the Minnesota Public Utilities Commission.*

- The Commission modify Xcel’s proposed Large General Time of Day Service (Rate Code AXX) and the Large Peak Controlled Time of Day Service (Rate Code AXX) as follows:

*Adjusted On Peak Period Demand in kW for billing purposes shall be determined by dividing the Maximum Actual On Peak Period Demand by the power factor expressed in percent but not more than 95%, multiplying the quotient so obtained by 95%, and rounding to the nearest whole kW. In no month shall the on peak period demand to be billed be less than the current month's Adjusted On Peak Demand in kW, or **8575%*** of the Load Ramp Capacity or Contract Capacity as defined for that time period in the ESA.*

**The final customer-specific percentages of either the “Load Ramp Capacity” or the “Contract Capacity” are subject to approval by the Minnesota Public Utilities Commission.*

CUSTOMER LOAD RAMP AND MINIMUM BILL

*The maximum Load Ramp Period is up to five (5) years. Pursuant to the ESA, in each month after Company’s Facilities are capable of energization, the Customer will be billed **not be less than** the greater of: (a) the on peak period demand; or (b) **8575%*** of the Load Ramp Capacity, multiplied by the effective monthly demand charge plus the effective customer charge and other applicable Tariff related charges, as calculated pursuant to the Terms and Conditions of Service herein. After the Load Ramp Period, the Customer will be billed **not be less than** the greater of: (a) the actual metered on peak period demand to be billed; or (b) the Adjusted **8575%*** of the Contract Capacity, multiplied by the effective monthly demand charge plus the effective customer charge and other applicable Tariff related charges.as calculated pursuant to the terms and Conditions of Service herein.⁷⁷*

⁷⁷ *Id.* at Attachment A & B.

*The final customer-specific percentages of either the “Load Ramp Capacity” or the “Contract Capacity” are subject to approval by the Minnesota Public Utilities Commission.

TERMS AND CONDITIONS OF SERVICE

10. *Security/Risk Mitigation: At a minimum, the following security and risk mitigation requirements will be included in the ESA.*

a. Sufficient credit support;

b. Minimum On Peak Demand Charges. The Minimum On Peak Demand Charges during and after the Load Ramp Period shall be not be less than the greater of (i) on peak period demand to be billed or (ii) ~~8575%~~ of the Effective Contract Capacity, multiplied by the effective firm demand charge during the month for which the bill is rendered; and*

*The final customer-specific percentages of either the “Load Ramp Capacity” or the “Contract Capacity” are subject to approval by the Minnesota Public Utilities Commission.

- L. *CFE Procurement Program* – The Department recommends the Commission direct Xcel to develop a specific voluntary carbon-free electricity procurement program through either a request for information (RFI) or request for proposal (RFP) to discuss with and receive input from interested stakeholders at a scheduled meeting before filing with the Commission for approval by December 1, 2026.
- M. *Behind the Meter Generation* – The Department recommends the Commission require Xcel to modify Section 1.03 of its Form IA to reflect Xcel’s proposed updated additional language in 3. *Service Provided Pursuant to Tariffs* of the Retail Customer Form ESA.

Attachments

CERTIFICATE OF SERVICE

I, Sharon Ferguson, hereby certify that I have this day, served copies of the following document on the attached list of persons by electronic filing, certified mail, e-mail, or by depositing a true and correct copy thereof properly enveloped with postage paid in the United States Mail at St. Paul, Minnesota.

**Minnesota Department of Commerce
Supplemental Comments**

Docket No. E002/M-25-289

Dated this 5th day of **December 2025**

/s/Sharon Ferguson

#	First Name	Last Name	Email	Organization	Agency	Address	Delivery Method	Alternate Delivery Method	View Trade Secret	Service List Name
1	Steve	Albrecht	steve.albrecht@shakopeedakota.org	Shakopee Mdwakanton Sioux Community		Shakopee Mdwakanton Sioux Community 2330 Sioux Trail NW Prior Lake MN, 55372 United States	Electronic Service		No	Official 25-289
2	Jared	Alholinna	jaholinna@greenergy.com	Great River Energy		12300 Elm Creek Boulevard Maple Grove MN, 55369 United States	Electronic Service		No	Official 25-289
3	Keith	Anderson	keith.anderson@shakopeedakota.org	Shakopee Mdwakanton Sioux Community		Shakopee Mdwakanton Sioux Community 2330 Sioux Trail NW Prior Lake MN, 55372 United States	Electronic Service		No	Official 25-289
4	Shannon	Anderson	sanderson@solarunitedneighbors.org	Solar United Neighbors			Electronic Service		No	Official 25-289
5	Beren	Argetsinger	bargetsinger@keyesfox.com			PO BOX 166 Burdett NY, 14818 United States	Electronic Service		No	Official 25-289
6	Ray	Auginaush, Sr.	ray.auginaush@whiteearth-nsn.gov	White Earth Nation		White Earth Tribal Headquarters 35500 Eagle View Road Ogema MN, 56569 United States	Electronic Service		No	Official 25-289
7	Mark	Bakk	mbakk@lcp.coop	Lake Country Power		26039 Bear Ridge Drive Cohasset MN, 55721 United States	Electronic Service		No	Official 25-289
8	Daniel	Becchetti	dbecchetti@greenergy.com	Great River Energy		12300 Elm Creek Boulevard Maple Grove MN, 55369 United States	Electronic Service		No	Official 25-289
9	Todd	Beck	tbeck@greenergy.com			null null, null United States	Electronic Service		No	Official 25-289
10	Amadeo	Bellino	amadeo.bellino@whiteearth-nsn.gov	White Earth Nation		White Earth Tribal Headquarters 35500 Eagle View Road Ogema MN, 56569 United States	Electronic Service		No	Official 25-289
11	Melanie	Benjamin	melanie.benjamin@millelacsband.com			43408 Oodena Drive Onamia MN, 56359 United States	Electronic Service		No	Official 25-289
12	Sasha	Bergman	sasha.bergman@state.mn.us		Public Utilities Commission	121 7th P I E Ste 350 St. Paul MN, 55101 United States	Electronic Service		Yes	Official 25-289
13	Laura	Bishop	laura.bishop@state.mn.us		Minnesota Pollution Control Agency	520 Lafayette Rd Saint Paul MN, 55155 United States	Electronic Service		No	Official 25-289

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15	Hunter	Boldt	hunterboldt@redlakenation.org	Red Lake Nation		15484 Migizi Drive Red Lake MN, 56671 United States	Electronic Service		No	Official 25-289
16	Peter	Boney	pboney@boisforte-nsn.gov	Bois Forte Band of Chippewa		Bois Forte Tribal Government 5344 Lakeshore Drive Nett Lake MN, 55772 United States	Electronic Service		No	Official 25-289
17	Sheldon	Boyd	sheldon.boyd@millelacsband.com	Mille Lacs Band of Ojibwe		43408 Oodena Drive Onamia MN, 56359 United States	Electronic Service		No	Official 25-289
18	Jon	Brekke	jbrekke@grenergy.com	Great River Energy		12300 Elm Creek Boulevard Maple Grove MN, 55369-4718 United States	Electronic Service		No	Official 25-289
19	Matthew	Brodin	mbrodin@allete.com	Minnesota Power		30 West Superior Street Duluth MN, 55802 United States	Electronic Service		No	Official 25-289
20	B. Andrew	Brown	brown.andrew@dorsey.com	Dorsey & Whitney LLP		Suite 1500 50 South Sixth Street Minneapolis MN, 55402-1498 United States	Electronic Service		No	Official 25-289
21	Marvin Ray	Bruneau	marvin.bruneau@millelacsband.com	Mille Lacs Band of Ojibwe		43408 Oodena Drive Onamia MN, 56359 United States	Electronic Service		No	Official 25-289
22	Christina	Brusven	cbrusven@fredlaw.com	Fredrikson Byron		60 S 6th St Ste 1500 Minneapolis MN, 55402-4400 United States	Electronic Service		No	Official 25-289
23	Scott	Buchanan	scottbuchanan@fdlrez.com	Fond du Lac Band of Lake Superior Chippewa		1720 Big Lake Road Cloquet MN, 55720 United States	Electronic Service		No	Official 25-289
24	Shelley	Buck	shelley.buck@piic.org	Prairie Island Indian Community		Prairie Island Indian Community 5636 Sturgeon Lake Road Welch MN, 55089 United States	Electronic Service		No	Official 25-289
25	Robert	Budreau	robert.budreau@llojibwe.net	Leech Lake Band of Ojibwe		190 Sailstar Drive NW Cass Lake MN, 56633 United States	Electronic Service		No	Official 25-289

#	First Name	Last Name	Email	Organization	Agency	Address	Delivery Method	Alternate Delivery Method	View Trade Secret	Service List Name
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27	Cathy	Chavers	cchavers@boisforte-nsn.gov	Bois Forte Band of Chippewa		Bois Forte Tribal Government 5344 Lakeshore Drive Nett Lake MN, 55772 United States	Electronic Service		No	Official 25-289
28	Marc	Child	mchild@greenergy.com	Great River Energy		12300 Elm Creek Blvd Maple Grove MN, 55369 United States	Electronic Service		No	Official 25-289
29	Michael	Childs, Jr.	michael.childsjr@pic.org	Prairie Island Indian Community		Prairie Island Indian Community 5636 Sturgeon Lake Road Welch MN, 55089 United States	Electronic Service		No	Official 25-289
30	John	Coffman	john@johncoffman.net	AARP		871 Tuxedo Blvd. St. Louis MO, 63119-2044 United States	Electronic Service		No	Official 25-289
31	Generic	Commerce Attorneys	commerce.attorneys@ag.state.mn.us		Office of the Attorney General - Department of Commerce	445 Minnesota Street Suite 1400 St. Paul MN, 55101 United States	Electronic Service		No	Official 25-289
32	Brandon	Crawford	brandonc@cubminnesota.org	Citizens Utility Board of Minnesota		332 Minnesota St Ste W1360 St. Paul MN, 55101 United States	Electronic Service		No	Official 25-289
33	George	Crocker	gwillc@nawo.org	North American Water Office		5093 Keats Avenue Lake Elmo MN, 55042 United States	Electronic Service		No	Official 25-289
34	Rebecca	Crooks Stratton	rebecca.crooks-stratton@shakopeedakota.org	Shakopee Mdewakanton Sioux Community		Shakopee Mdewakanton Sioux Community 2330 Sioux Trail NW Prior Lake MN, 55372 United States	Electronic Service		No	Official 25-289
35	Brooke	Cunningham	health.review@state.mn.us	Minnesota Department of Health		PO Box 64975 St. Paul MN, 55164-0975 United States	Electronic Service		No	Official 25-289
36	Miyah	Danielson	miyahdanielson@fdlrez.com	Fond du Lac Band of Lake Superior Chippewa		1720 Big Lake Road Cloquet MN, 55720 United States	Electronic Service		No	Official 25-289
37	Jason	Decker	jason.decker@llojibwe.net	Leech Lake Band of Ojibwe		190 Sailstar Drive NW Cass Lake MN, 56633 United States	Electronic Service		No	Official 25-289

#	First Name	Last Name	Email	Organization	Agency	Address	Delivery Method	Alternate Delivery Method	View Trade Secret	Service List Name
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39	Kami	Diver	kamidiver@fdlrez.com	Fond du Lac Band of Lake Superior Chippewa		1720 Big Lake Road Cloquet MN, 55720 United States	Electronic Service		No	Official 25-289
40	Becky	Dobbs	bdobbs@grenergy.com			null null, null United States	Electronic Service		No	Official 25-289
41	Ian M.	Dobson	ian.m.dobson@xcelenergy.com	Xcel Energy		414 Nicollet Mall, 401-8 Minneapolis MN, 55401 United States	Electronic Service		No	Official 25-289
42	Shane	Drift	sdrift@boisforte-nsn.gov	Bois Forte Band of Chippewa		Bois Forte Tribal Government 5344 Lakeshore Drive Nett Lake MN, 55772 United States	Electronic Service		No	Official 25-289
43	Christopher	Droske	christopher.droske@minneapolismn.gov	Northern States Power Company dba Xcel Energy-Elec		661 5th Ave N Minneapolis MN, 55405 United States	Electronic Service		No	Official 25-289
44	Adam	Duininck	aduininck@ncsrcc.org	North Central States Regional Council of Carpenters		700 Olive Street St. Paul MN, 55130 United States	Electronic Service		No	Official 25-289
45	Wally	Dupuis	wallydupuis@fdlband.org	Fond du Lac Band of Lake Superior Chippewa		1720 Big Lake Road Cloquet MN, 55720 United States	Electronic Service		No	Official 25-289
46	Kevin	Dupuis, Sr.	kevindupuis@fdlrez.com			Reservation Business Committee 1720 Big Lake Rd Cloquet MN, 55720 United States	Electronic Service		No	Official 25-289
47	Jamie	Edwards	jamie.edwards@millelacsband.com	Mille Lacs Band of Ojibwe		43408 Oodena Drive Onamia MN, 56358 United States	Electronic Service		No	Official 25-289
48	Michael	Fairbanks	michael.fairbanks@whiteearth-nsn.gov	White Earth Reservation Business Committee		PO Box 418 White Earth MN, 56591 United States	Electronic Service		No	Official 25-289
49	John	Farrell	jfarrell@ilsr.org	Institute for Local Self-Reliance		2720 E. 22nd St Institute for Local Self-Reliance Minneapolis MN, 55406 United States	Electronic Service		No	Official 25-289
50	Sharon	Ferguson	sharon.ferguson@state.mn.us		Department of Commerce	85 7th Place E Ste 280 Saint Paul MN, 55101-2198 United States	Electronic Service		No	Official 25-289
51	Terri	Finn	terri.goggeleye@llojibwe.net			null null, null	Electronic Service		No	Official 25-289

#	First Name	Last Name	Email	Organization	Agency	Address	Delivery Method	Alternate Delivery Method	View Trade Secret	Service List Name
						United States				
52	Christine	Fox	cfox@itasca-mantrap.com	Itasca-Mantrap Coop. Electric Assn.		PO Box 192 Park Rapids MN, 56470 United States	Electronic Service		No	Official 25-289
53	Lucas	Franco	lfranco@liunagroc.com	LIUNA		81 Little Canada Rd E Little Canada MN, 55117 United States	Electronic Service		No	Official 25-289
54	Gary	Frazer	gfrazier@mnchippewatribe.org	Minnesota Chippewa Tribe		PO Box 217 Cass Lake MN, 56633 United States	Electronic Service		No	Official 25-289
55	Stacey	Fujii	sfujii@greenergy.com	Great River Energy		12300 Elm Creek Boulevard Maple Grove MN, 55369-4718 United States	Electronic Service		No	Official 25-289
56	Edward	Garvey	garveyed@aol.com	Residence		32 Lawton St Saint Paul MN, 55102 United States	Electronic Service		No	Official 25-289
57	Shannon	Geshick	shannon.geshick@state.mn.us	Minnesota Indian Affairs Council (MIAC)		null null, null United States	Electronic Service		No	Official 25-289
58	Allen	Gleckner	gleckner@fresh-energy.org	Fresh Energy		408 St. Peter Street Ste 350 Saint Paul MN, 55102 United States	Electronic Service		No	Official 25-289
59	Jeffrey	Haase	jhaase@greenergy.com	Great River Energy		12300 Elm Creek Blvd Maple Grove MN, 55369 United States	Electronic Service		No	Official 25-289
60	Hal	Halpern	halhalpern@clpower.com	Cooperative Light & Power		1554 Hwy 2 P0 Box 69 Two Harbors MN, 55616 United States	Electronic Service		No	Official 25-289
61	Jeremy	Hamilton	jhamilton@uppersiouxcommunity-nsn.gov	Upper Sioux Community		Upper Sioux Community PO Box 147 Granite Falls MN, 56241 United States	Electronic Service		No	Official 25-289
62	David A.	Hansen	hansen@federatedrea.coop	Federated Rural Electric Association		77100 U.S. Highway 71 PO Box 69 Jackson MN, 56143 United States	Electronic Service		No	Official 25-289
63	Amy	Hastings	amyh@uppersiouxcommunity-nsn.gov	Upper Sioux Community		5722 Travers Lane PO Box 147 Granite Falls MN, 56241 United States	Electronic Service		No	Official 25-289
64	Erik	Hatlestad	erik@cureriver.org			117 1st St Montevideo MN, 56265 United States	Electronic Service		No	Official 25-289
65	Adam	Heinen	aheinen@dakotaelectric.com	Dakota Electric Association		4300 220th St W Farmington MN, 55024 United States	Electronic Service		No	Official 25-289
66	Kristin	Henry	kristin.henry@sierraclub.org	Sierra Club		2101 Webster St Ste 1300	Electronic Service		No	Official 25-289

#	First Name	Last Name	Email	Organization	Agency	Address	Delivery Method	Alternate Delivery Method	View Trade Secret	Service List Name
						Oakland CA, 94612 United States				
67	Michael	Hoppe	lu23@ibew23.org	Local Union 23, I.B.E.W.		445 Etna Street Ste. 61 St. Paul MN, 55106 United States	Electronic Service		No	Official 25-289
68	Ronald	Horman	rhorman@redwoodelectric.com	Redwood Electric Cooperative		60 Pine Street Clements MN, 56224 United States	Electronic Service		No	Official 25-289
69	Robbie	Howe	robbie.howe@llojibwe.net	Leech Lake Band of Ojibwe		190 Sailstar Drive NW Cass Lake MN, 56633 United States	Electronic Service		No	Official 25-289
70	John	Ihle	ljihle@rrt.net	PlainStates Energy LLC		27451 S Hwy 34 Barnesville MN, 56514 United States	Electronic Service		No	Official 25-289
71	Annie	Jackson	cheryl.jackson@whiteearth-nsn.gov	White Earth Nation		White Earth Tribal Headquarters 35500 Eagle View Road Ogemo MN, 56569 United States	Electronic Service		No	Official 25-289
72	Faron	Jackson, Sr.	faron.jackson@llojibwe.net			190 Sailstar Drive NW Cass Lake MN, 56633 United States	Electronic Service		No	Official 25-289
73	Justin	Jahnz	justin.jahnz@ecemn.com	East Central Energy		412 Main Ave N Braham MN, 55006 United States	Electronic Service		No	Official 25-289
74	Alan	Jenkins	aj@jenkinsatlaw.com	Jenkins at Law		2950 Yellowtail Ave. Marathon FL, 33050 United States	Electronic Service		No	Official 25-289
75	Kevin	Jensvold	kevinj@uppersiouxcommunity-nsn.gov	Upper Sioux Community		PO Box 147 Granite Falls MN, 56241- 0147 United States	Electronic Service		No	Official 25-289
76	Annette	Johnson	annette.johnson@redlakenation.org	Red Lake Nation		15484 Migizi Drive Red Lake MN, 56671 United States	Electronic Service		No	Official 25-289
77	Richard	Johnson	rick.johnson@lawmoss.com	Moss & Barnett		150 S. 5th Street Suite 1200 Minneapolis MN, 55402 United States	Electronic Service		No	Official 25-289
78	Sarah	Johnson Phillips	sphillips@stoel.com	Stoel Rives LLP		33 South Sixth Street Suite 4200 Minneapolis MN, 55402 United States	Electronic Service		No	Official 25-289
79	Mark	Kaminski	mark.kaminski@gsa.gov	General Services Administration		1800 F Street NW Washington DC, 20405 United States	Electronic Service		No	Official 25-289

#	First Name	Last Name	Email	Organization	Agency	Address	Delivery Method	Alternate Delivery Method	View Trade Secret	Service List Name
80	Veda	Kanitz	vmkanitz@gmail.com			null null, null United States	Electronic Service		No	Official 25-289
81	Jenny	Kartes	jkartes@arrowhead.coop	Arrowhead Electric Cooperative, Inc.(P)		PO Box 39 5401 W Hwy 61 Lutsen MN, 55612 United States	Electronic Service		No	Official 25-289
82	David	Kempf	dkempf@greenergy.com	Great River Energy		12300 Elm Creek Blvd Maple Grove MN, 55369 United States	Electronic Service		No	Official 25-289
83	William	Kenworthy	will@votesolar.org			1 South Dearborn St Ste 2000 Chicago IL, 60603 United States	Electronic Service		No	Official 25-289
84	Bobby	King	bking@solarunitedneighbors.org	Solar United Neighbors		3140 43rd Ave S Minneapolis MN, 55406 United States	Electronic Service		No	Official 25-289
85	Therese	LaCanne	tlacanne@greenergy.com	Great River Energy		12300 Elm Creek Blvd Maple Grove MN, 55369 United States	Electronic Service		No	Official 25-289
86	Matthew	Lacey	mlacey@greenergy.com	Great River Energy		12300 Elm Creek Boulevard Maple Grove MN, 55369-4718 United States	Electronic Service		No	Official 25-289
87	Arthur	LaRose	arthur.larose@llojibwe.net	Leech Lake Band of Ojibwe		190 Sailstar Drive NW Cass Lake MN, 56633 United States	Electronic Service		No	Official 25-289
88	Robert L	Larsen	robert.larsen@lowersioux.com	Lower Sioux Indian Community		PO Box 308 39527 Reservation Highway 1 Morton MN, 56270 United States	Electronic Service		No	Official 25-289
89	Mark	Larson	mlarson@meeker.coop	Meeker Coop Light & Power Assn		1725 Highway 12 E Ste 100 Litchfield MN, 55355 United States	Electronic Service		No	Official 25-289
90	Michelle	Larson	michelle@redwingchamber.com	Red Wing Area Chamber of Commerce		439 Main Street Red Wing, MN Bay Point Park MN, 55066 United States	Electronic Service		No	Official 25-289
91	Peder	Larson	plarson@larkinhoffman.com	Larkin Hoffman Daly & Lindgren, Ltd.		8300 Norman Center Drive Suite 1000 Bloomington MN, 55437 United States	Electronic Service		No	Official 25-289
92	Dan	Leshner	dlesher@greenergy.com	Great River Energy		12300 Elm Creek Blvd Maple Grove MN, 55369 United States	Electronic Service		No	Official 25-289
93	Michelle	Lommel	mlommel@greenergy.com	Great River Energy		12300 Elm Creek Blvd	Electronic Service		No	Official 25-289

#	First Name	Last Name	Email	Organization	Agency	Address	Delivery Method	Alternate Delivery Method	View Trade Secret	Service List Name
						Maple Grove MN, 55369 United States				
94	Kavita	Maini	kmaini@wi.rr.com	KM Energy Consulting, LLC		961 N Lost Woods Rd Oconomowoc WI, 53066 United States	Electronic Service		No	Official 25-289
95	Christine	Marquis	regulatory.records@xcelenergy.com	Xcel Energy		414 Nicollet Mall MN1180-07-MCA Minneapolis MN, 55401 United States	Electronic Service		No	Official 25-289
96	Shena	Matrious	shena.matrious@millelacsband.com	Mille Lacs Band of Ojibwe		43408 Oodena Drive Onamia MN, 56349 United States	Electronic Service		No	Official 25-289
97	April	McCormick	aprlm@grandportage.com	Grand Portage Band of Lake Superior Chippewa		PO Box 428 Grand Portage MN, 55605 United States	Electronic Service		No	Official 25-289
98	Ronald	Meier	rmeier@mcleodcoop.com	Mcleod Cooperative Power		3515 11th St East Glencoe MN, 55336 United States	Electronic Service		No	Official 25-289
99	Peder	Mewis	pmewis@cleangridalliance.org	Clean Grid Alliance		570 Asbury St. St. Paul MN, 55104 United States	Electronic Service		No	Official 25-289
100	Valentina	Mgeni	valentina.mgeni@piic.org	Prairie Island Indian Community		Prairie Island Indian Community 5636 Sturgeon Lake Road Welch MN, 55089 United States	Electronic Service		No	Official 25-289
101	Cole W.	Miller	cole.miller@shakopeedakota.org	Shakopee Mdewakanton Sioux Community		Shakopee Mdewakanton Sioux Community 2330 Sioux Trail NW Prior Lake MN, 55372 United States	Electronic Service		No	Official 25-289
102	Stacy	Miller	stacy.miller@minneapolismn.gov	City of Minneapolis		350 S. 5th Street Room M 301 Minneapolis MN, 55415 United States	Electronic Service		No	Official 25-289
103	David	Moeller	dmoeller@allete.com	Minnesota Power			Electronic Service		No	Official 25-289
104	Sarah	Mooradian	sarah@curemn.org	CURE		117 South 1st Street Montevideo MN, 56265 United States	Electronic Service		No	Official 25-289
105	Andrew	Moratzka	andrew.moratzka@stoel.com	Stoel Rives LLP		33 South Sixth St Ste 4200 Minneapolis MN, 55402 United States	Electronic Service		No	Official 25-289
106	Travis	Morrison	travis.morrison@boisforte-nsn.gov	Bois Forte Band of Chippewa		Bois Forte Tribal Government 5344	Electronic Service		No	Official 25-289

#	First Name	Last Name	Email	Organization	Agency	Address	Delivery Method	Alternate Delivery Method	View Trade Secret	Service List Name
						Lakeshore Drive Nett Lake MN, 55772 United States				
107	David	Morrison, Sr.	david.morrison@boisforte-nsn.gov	Bois Forte Band of Chippewa		Bois Forte Tribal Government 5344 Lakeshore Drive Nett Lake MN, 55772 United States	Electronic Service		No	Official 25-289
108	Evan	Mulholland	emulholland@mncenter.org	Minnesota Center for Environmental Advocacy		1919 University Ave W Ste 515 Saint Paul MN, 55101 United States	Electronic Service		No	Official 25-289
109	Sonny	Myers	smyers@1854treatyauthority.org	1854 Treaty Authority		4428 Haines Rd Duluth MN, 55811-1524 United States	Electronic Service		No	Official 25-289
110	Pouya	Najmaie	najm0001@gmail.com	Cooperative Energy Futures		3416 16th Ave S Minneapolis MN, 55407 United States	Electronic Service		No	Official 25-289
111	Carl	Nelson	cnelson@mncee.org	Center for Energy and Environment		212 3rd Ave N Ste 560 Minneapolis MN, 55401 United States	Electronic Service		No	Official 25-289
112	Deb	Nelson	dnelson@greenergy.com	Great River Energy		12300 Elm Creek Blvd Maple Grove MN, 55369 United States	Electronic Service		No	Official 25-289
113	David	Niles	david.niles@avantenergy.com	Minnesota Municipal Power Agency		220 South Sixth Street Suite 1300 Minneapolis MN, 55402 United States	Electronic Service		No	Official 25-289
114	Duane	Ninneman	duane@cureriver.org	Clean Up the River Environment		117 South 1st St Montevideo MN, 56265 United States	Electronic Service		No	Official 25-289
115	Samantha	Norris	samantha.norris@brownwinick.com	Brown, Winick, Graves, Gross & Baskerville PLC		666 Grand Ave STE 2000 Des Moines IA, 50309 United States	Electronic Service		No	Official 25-289
116	Logan	O'Grady	logrady@mnseia.org	Minnesota Solar Energy Industries Association		2288 University Ave W St. Paul MN, 55114 United States	Electronic Service		No	Official 25-289
117	Joseph	O'Brien	joey.obrien@lowersioux.com			39527 Highway 1 Morton MN, 56270 United States	Electronic Service		No	Official 25-289
118	Carol A.	Overland	overland@legalelectric.org	Legalelectric - Overland Law Office		1110 West Avenue Red Wing MN, 55066 United States	Electronic Service		No	Official 25-289

#	First Name	Last Name	Email	Organization	Agency	Address	Delivery Method	Alternate Delivery Method	View Trade Secret	Service List Name
119	Gregory	Padden	gpadden@grenergy.com	Great River Energy		12300 Elm Creek Blvd Maple Grove MN, 55369 United States	Electronic Service		No	Official 25-289
120	Jessica	Palmer Denig	jessica.palmer-denig@state.mn.us		Office of Administrative Hearings	600 Robert St N PO Box 64620 St. Paul MN, 55164 United States	Electronic Service		No	Official 25-289
121	Marsha	Parlow	mparlow@grenergy.com	Great River Energy		12300 Elm Creek Blvd Maple Grove MN, 55369 United States	Electronic Service		No	Official 25-289
122	Priti	Patel	ppatel@grenergy.com	Great River Energy		12300 Elm Creek Blvd Maple Grove MN, 55369-4718 United States	Electronic Service		No	Official 25-289
123	Earl	Pendleton	earl.pendleton@lowersioux.com	Lower Sioux Indian Community		39527 Highway 1 Morton MN, 56270 United States	Electronic Service		No	Official 25-289
124	Gordon	Pietsch	gpietsch@grenergy.com	Great River Energy		12300 Elm Creek Blvd. Maple Grove MN, 55369-4718 United States	Electronic Service		No	Official 25-289
125	Joe	Plumer	joe.plumer@redlakenation.org	Red Lake Nation		15484 Migizi Drive Red Lake MN, 56671 United States	Electronic Service		No	Official 25-289
126	Kevin	Pranis	kpranis@liunagroc.com	Laborers' District Council of MN and ND		81 E Little Canada Road St. Paul MN, 55117 United States	Electronic Service		No	Official 25-289
127	Robert	Prescott	bob.prescott@lowersioux.com	Lower Sioux Indian Community		39527 Highway 1 Morton MN, 56270 United States	Electronic Service		No	Official 25-289
128	Jody	Puddu	jody.puddu@piic.org	Prairie Island Indian Community		5636 Sturgeon Lake Rd Welch MN, 55089 United States	Electronic Service		No	Official 25-289
129	Generic Notice	Residential Utilities Division	residential.utilities@ag.state.mn.us		Office of the Attorney General - Residential Utilities Division	1400 BRM Tower 445 Minnesota St St. Paul MN, 55101-2131 United States	Electronic Service		No	Official 25-289
130	Kevin	Reuther	kreuther@mncenter.org	MN Center for Environmental Advocacy		26 E Exchange St, Ste 206 St. Paul MN, 55101-1667 United States	Electronic Service		No	Official 25-289
131	Micah	Revell	micah.revell@stinson.com	Stinson LLP		50 South Sixth St Ste 2600 Minneapolis MN, 55402 United States	Electronic Service		No	Official 25-289

#	First Name	Last Name	Email	Organization	Agency	Address	Delivery Method	Alternate Delivery Method	View Trade Secret	Service List Name
132	Stephan	Roos	stephan.roos@state.mn.us		Minnesota Department of Agriculture	625 Robert St N Saint Paul MN, 55155-2538 United States	Electronic Service		No	Official 25-289
133	Alan	Roy	alan.roy@whiteearth-nsn.gov	White Earth Nation		White Earth Tribal Headquarters 35500 Eagle View Road Ogema MN, 56569 United States	Electronic Service		No	Official 25-289
134	Bill	Rudnicki	bill.rudnicki@shakopeedakota.org	Shakopee Mdewakanton Sioux Community		Shakopee Mdewakanton Sioux Community 2330 Sioux Trail NW Prior Lake MN, 55372 United States	Electronic Service		No	Official 25-289
135	Nathaniel	Runke	nrunke@local49.org			611 28th St. NW Rochester MN, 55901 United States	Electronic Service		No	Official 25-289
136	Zachary	Ruzycki	zruzycki@greenergy.com	Great River Energy		12300 Elm Creek Boulevard Maple Grove MN, 55369 United States	Electronic Service		No	Official 25-289
137	Miranda	Sam	miranda.sam@lowersioux.com	Lower Sioux Indian Community		39527 Reservation Highway 1 PO Box 308 Morton MN, 56270 United States	Electronic Service		No	Official 25-289
138	Adam	Savariego	adams@uppersiouxcommunity-nsn.gov	Upper Sioux Community		5722 Travers Lane PO Box 147 Granite Falls MN, 56241 United States	Electronic Service		No	Official 25-289
139	Ronald J.	Schwartau	rschwartau@noblesce.com	Nobles Electric Cooperative		22636 U.S. Hwy. 59 Worthington MN, 56187 United States	Electronic Service		No	Official 25-289
140	Jessie	Seim	jessie.seim@piic.org	Prairie Island Indian Community		5636 Sturgeon Lake Rd Welch MN, 55089 United States	Electronic Service		No	Official 25-289
141	Darrell	Seki, Sr.	dseki@redlakenation.org			15484 Migizi Drive Red Lake MN, 56671 United States	Electronic Service		No	Official 25-289
142	Janet	Shaddix Elling	jshaddix@janetshaddix.com	Shaddix And Associates		7400 Lyndale Ave S Ste 190 Richfield MN, 55423 United States	Electronic Service		No	Official 25-289
143	Joel	Smith	jsmith@mnchippewatribe.org	Minnesota Chippewa Tribe		PO Box 217 Cass Lake MN, 56633 United States	Electronic Service		No	Official 25-289
144	Ken	Smith	ken.smith@districtenergy.com	District Energy St. Paul Inc.		76 W Kellogg Blvd St. Paul MN,	Electronic Service		No	Official 25-289

#	First Name	Last Name	Email	Organization	Agency	Address	Delivery Method	Alternate Delivery Method	View Trade Secret	Service List Name
						55102 United States				
145	Nizhoni	Smith	nizhoni.smith@lowersioux.com	Lower Sioux Indian Community		PO Box 308 39527 Reservation Highway 1 Morton MN, 56270 United States	Electronic Service		No	Official 25-289
146	Roger	Smith, Sr.	rogermsmithsr@fdlrez.com			1720 Big Lake Road Cloquet MN, 55720 United States	Electronic Service		No	Official 25-289
147	Beth	Soholt	bsoholt@cleangridalliance.org	Clean Grid Alliance		570 Asbury Street Suite 201 St. Paul MN, 55104 United States	Electronic Service		No	Official 25-289
148	Marie	Spry	mariespry@grandportage.com			PO Box 428 Grand Portage MN, 55605 United States	Electronic Service		No	Official 25-289
149	Michael	Stalberger	michael.stalberger@blueearthcountymn.gov	Blue Earth County		410 S 5th Street Mankato MN, 56001 United States	Electronic Service		No	Official 25-289
150	LeRoy	Staples Fairbanks III	leroy.fairbanks@llojbwe.net	Leech Lake Band of Ojibwe		190 Sailstar Drive NW Cass Lake MN, 56633 United States	Electronic Service		No	Official 25-289
151	Byron E.	Starns	byron.starns@stinson.com	STINSON LLP		50 S 6th St Ste 2600 Minneapolis MN, 55402 United States	Electronic Service		No	Official 25-289
152	Mark	Strohfus	mstrohfus@greenergy.com	Great River Energy		12300 Elm Creek Blvd Maple Grove MN, 55369 United States	Electronic Service		No	Official 25-289
153	Samuel	Strong	sam.strong@redlakenation.org	Red Lake Nation		15484 Migizi Drive Red Lake MN, 56671 United States	Electronic Service		No	Official 25-289
154	Timothy	Sullivan	tsullivan@whe.org	Wright Hennepin Coop. Electric Assn.		6800 Electric Drive PO Box 330 Rockford MN, 55373 United States	Electronic Service		No	Official 25-289
155	David	Sunderman	daves@benco.org	BENCO (DUPLICATE)		PO Box 8 Mankato MN, 56002-0008 United States	Electronic Service		No	Official 25-289
156	Camille	Tanhoff	kamip@uppersiouxcommunity-nsn.gov	Upper Sioux Community		5722 Travers Lane PO BOX 147 Granite Falls MN, 56241 United States	Electronic Service		No	Official 25-289
157	Tim	Thompson	tthompson@lrec.coop	Lake Region Electric Cooperative		PO Box 643 1401 South Broadway Pelican Rapids MN, 56572 United States	Electronic Service		No	Official 25-289
158	Geoffrey	Tolley	geoff.tolley@gmail.com			855 Stanley Road	Electronic Service		No	Official 25-289

#	First Name	Last Name	Email	Organization	Agency	Address	Delivery Method	Alternate Delivery Method	View Trade Secret	Service List Name
						Two Harbors MN, 55616-1176 United States				
159	Caralyn	Trutna	carrie@uppersiouxcommunity-nsn.gov	Upper Sioux Community		Upper Sioux Community P.O. Box 147 Granite Falls MN, 55372 United States	Electronic Service		No	Official 25-289
160	Haley	Van Loon	haley.vanloon@brownwinick.com	BrownWinick Law Firm			Electronic Service		No	Official 25-289
161	Jackie	Van Norman	jvannorman@grenergy.com	Great River Energy		12300 Elm Creek Blvd Maple Grove MN, 55369 United States	Electronic Service		No	Official 25-289
162	Sam	Villella	sdvillella@gmail.com			10534 Alamo Street NE Blaine MN, 55449 United States	Electronic Service		No	Official 25-289
163	Carla	Vita	carla.vita@state.mn.us	MN DEED		Great Northern Building 12th Floor 180 East Fifth Street St. Paul MN, 55101 United States	Electronic Service		No	Official 25-289
164	Amelia	Vohs	avohs@mncenter.org	Minnesota Center for Environmental Advocacy		1919 University Avenue West Suite 515 St. Paul MN, 55104 United States	Electronic Service		No	Official 25-289
165	Trent	Waite	twaite@grenergy.com			null null, null United States	Electronic Service		No	Official 25-289
166	Heather	Westra	heather.westra@piic.org	Prairie Island Indian Community		5636 Sturgeon Lake Rd Welch MN, 55089 United States	Electronic Service		No	Official 25-289
167	Steve	White	steve.white@llojibwe.net	Leech Lake Band of Ojibwe		190 Sailstar Drive NW Cass Lake MN, 56633 United States	Electronic Service		No	Official 25-289
168	Cody	Whitebear	cody.whitebear@piic.org	Prairie Island Indian Community		5636 Sturgeon Lake Road Welch MN, 55089 United States	Electronic Service		No	Official 25-289
169	Claire	Williams	claire.williams@stinson.com	Stinson LLP		50 S 6th St. Suite 2600 Minneapolis MN, 55402 United States	Electronic Service		No	Official 25-289
170	John	Williams	jwilliams@grenergy.com	Great River Energy		12300 Elm Creek Blvd Maple Grove MN, 55369 United States	Electronic Service		No	Official 25-289
171	Virgil	Wind	virgil.wind@millelacsband.com	Mille Lacs Band of Ojibwe		43408 Oodena Drive Onamia MN, 56359 United States	Electronic Service		No	Official 25-289
172	Joseph	Windler	jwindler@winthrop.com	Winthrop & Weinstine		225 South Sixth Street,	Electronic Service		No	Official 25-289

#	First Name	Last Name	Email	Organization	Agency	Address	Delivery Method	Alternate Delivery Method	View Trade Secret	Service List Name
						Suite 3500 Minneapolis MN, 55402 United States				
173	Laurie	York	laurie.york@whiteearth-nsn.gov	White Earth Reservation Business Committee		PO Box 418 White Earth MN, 56591 United States	Electronic Service		No	Official 25-289
174	Curtis	Zaun	czaun@mNSEIA.org	MnSEIA		PO Box 8141 Saint Paul MN, 55108 United States	Electronic Service		No	Official 25-289
175	Kurt	Zimmerman	kwz@ibew160.org	Local Union #160, IBEW		2909 Anthony Ln St Anthony Village MN, 55418-3238 United States	Electronic Service		No	Official 25-289
176	Patrick	Zomer	pat.zomer@lawmoss.com	Moss & Barnett PA		150 S 5th St #1200 Minneapolis MN, 55402 United States	Electronic Service		No	Official 25-289
177	David	Zoppo	david.zoppo@huschblackwell.com	American Transmission Company LLC		33 East Main Street Suite 300 Madison WI, 53703 United States	Electronic Service		No	Official 25-289