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Christopher D. Anderson
Associate General Counsel
218-723-3961
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October 21, 2013

VIA ELECTRONIC FILING

Dr. Burl W. Haar
Executive Secretary
Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, MN 55101-2147

Re: Minnesota Power's Petition for Approval of an Affiliated Interest Agreement with Superior Water, Light and Power Company
Docket No. E015/AI-13-_____

Dear Dr. Haar:

Minnesota Power hereby electronically submits its Petition for Approval of an Affiliated Interest Agreement between Minnesota Power and Superior Water, Light and Power Company. This Petition was originally filed as a Compliance Filing in Docket No. E015/AI-11-978 on July 31, 2013 (attached as Attachment 1). The Department subsequently requested that the information be submittted for approval as a new docket, along with the filing of the Electric Service Agreement (Attachment 2) in its entirety. A verification page is included as Attachment 3.

As explained in the prior filing, only Exhibit B contains changes to the previously-approved Electric Service Agreement with Superior Water Light and Power.

As reflected in the attached Affidavit of Service, this letter has been filed on all parties on the general service list utilized by Minnesota Power.

Please direct any questions to me regarding this filing at the number listed above.

Yours truly,

Christopher D. Anderson

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c: Service list

minnesota power
AN ALLETE COMPANY

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July 31, 2013

VIA ELECTRONIC FILING

Dr. Burl W. Haar
Executive Secretary
Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, MN 55101-2147

Re: Minnesota Power's Petition for Approval of an Affiliated Interest Agreement with Superior Water, Light and Power Company
Docket No. E015/AI-11-978

Dear Dr. Haar:

Minnesota Power hereby submits electronically its Compliance Filing, or alternatively, an update to its Petition for Approval of an Affiliated Interest Agreement Between ALLETE, Inc. and Superior Water, Light and Power Company originally filed on September 29, 2011 in the above-referenced Docket.

I. <u>Compliance Filing</u>

By Order dated September 7, 2012 the Minnesota Public Utilities Commission ("Commission") approved Minnesota Power's most recent wholesale electric service agreement with Superior Water Light and Power Company ("SWLP"), a subsidiary of ALLETE, Inc. and an affiliate of Minnesota Power. That Docket is referenced above

The purpose of this letter is to notify the Commission that Minnesota Power has modified Exhibit B (the Cost-based Formula Rate Calculation Methodology) of each of its seventeen wholesale Electric Service Agreements (ESA) to include applicable Production Tax Credits (PTCs) being generated by Minnesota Power's new wind generation assets in North Dakota. These credits are a result of federal tax legislation to encourage investment in wind assets. Exhibit B was updated for each wholesale electric service customer to ensure that the PTC was credited through the formula rate process. This change, along with other minor changes to footnotes as described in Exhibit B, were

made to all of Minnesota Power's wholesale electric service agreements effective July 1, 2013.

Each wholesale customer executed an updated ESA, and included with this letter as Attachment A is a complete copy of the modified Exhibit B to the ESA with SWLP. Attachment B is a page summarizing the changes to the formula rate for all wholesale customers.

II. Updated Petition for Approval

Alternatively, historically the Commission has requested that a new Petition for Approval of an Affiliated Interest be filed for any change to the ESA with SWLP. If the Commission wishes to treat this request as a new Petition, then Minnesota Power has updated the Petition as indicated below:

1. A heading that identifies the type of transactions.

No change from original Petition.

2. The identity of the affiliated parties in the first sentence.

No change from original Petition.

3. A general description of the nature and terms of the agreements, including the effective date of the contract or arrangement and the length of the contract or arrangement.

The agreement was executed on July 15, 2013 by both parties and is effective July 1, 2013.

The substantive change to the ESA is the revision to Attachment B (the Power Supply Formula Rate Calculation) is to flow through Production Tax Credits (PTCs) being generated by Minnesota Power's new wind generation assets in North Dakota. Credits are a result of federal tax legislation to encourage investment in wind assets. The following pages changed to incorporate these credits:

- Page A-2 Determination of Energy-Related Costs and Energy Charges
- Line added: 10. A Production Tax Credit (PTCs) generated.
- Page A-6 Production Related Electric Plant in Service, footnote e/ Accumulated Deferred Income Taxes, FERC accounts 281,282,283, and 190. Include in the total balance "Direct Assignment Production only #190" the balance related to PTCs.
- Page A-17 Production Related Income Tax: Line 11 ITC and PTC Adjustment, added column "PTC" lines 8-11.

In addition to these changes, various footnotes and reference comments were updated to help clarify sources of information or inputs. All of these changes are described and summarized in Attachment B to this Letter.

4. A list and the past history of all current contracts or agreements between the utility and the affiliate, the consideration received by the affiliate for such contracts or agreements, and a summary of the relevant cost records related to these ongoing transactions.

No change from original Petition.

5. A descriptive summary of the pertinent facts and reasons why such contract or agreement is in the public interest.

No change from original Petition.

6. The amount of compensation and, if applicable, a brief description of the cost allocation methodology or market information used to determine cost or price.

Minnesota Power has made sales to SWLP in the following amounts since 2010:

2011 686,659 MWh sales and $34,633,560 revenue
2012 698,410 MWh sales and $35,884,437 revenue

7. If the service or good acquired from an affiliate is competitively available, an explanation must be included stating whether competitive bidding was used and, if it was used, a copy of the proposal or a summary must be included. If it is not competitively bid, an explanation must be included stating why bidding was not used.

No change from original Petition.

8. If the arrangement is in writing, a copy of that document must be attached.

See Attachment A, which is a complete copy of the modified Exhibit B to the ESA with SWLP.

9. Whether, as a result of the affiliate transaction, the affiliate would have access to customer information, such as customer name, address, usage, or demographic information.

No change from original Petition.

10. The filing must be verified.

No change from original Petition.

III. Future Filings

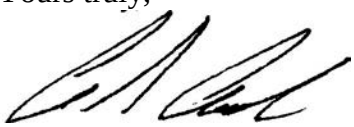
Minnesota Power will continue to require various updates to the wholesale ESAs with its seventeen wholesale customers. These agreements are filed with FERC as part of ALLETE's quarterly reporting process and are subject to ALLETE's market based rate authority.

The Public Service Commission of Wisconsin has issued an order requiring that SWLP provide an updated ESA any time it is modified and the changes are uniform for all ESAs. However, SWLP must seek approval of the ESA if SWLP is treated substantially different, or if any modification is either preferential or discriminatory to SWLP.

Minnesota Power respectfully requests the same treatment of the affiliate relationship by the Commission in Minnesota: modifications to the agreement that are uniform across all ESAs could be provided to the Commission via a compliance filing, and any other changes that are unique or materially different for SWLP as opposed to other wholesale customers must be filed for approval. This ensures the Commission that SWLP is kept current on the affiliated relationship, and regulatory review of the relationship is triggered if material or unique changes to the SWLP ESA are implemented.

Please contact me at the number above should you have any questions related to this filing.

Yours truly,



Christopher D. Anderson

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c: Service List

ATTACHMENT A

ALLETE, Inc., d/b/a Minnesota Power

TOC	Cost-based Formula Rate Calculation Table of Contents:
A-1	Determination of Demand-Related Costs and Generation Capacity Charges
A-2	Determination of Energy-Related Costs and Energy Charges
A-3, A-3.1	CP Demand with Losses and NCP Demand @ Meter
A-4	Off-System Sales/Revenue Credits
A-5, A-5.1	Return on Production Related Investment
A-6	Production Related Electric Plant in Service
A-7	Production Related General Plant Allocation
A-8	Production Related Cash Requirement
A-9	Production Related Materials & Supplies
A-10	Production Related Administrative & General Expense Allocation
A-11	Composite Cost of Capital
A-12	Long Term Debt
A-13	[Intentionally Left Blank]
A-14	Production O&M Expenses
A-14(a)	Classification of Fixed and Variable Production Expenses
A-15	Production Related Depreciation Expense
A-16	Production Related Taxes Other than Income Taxes (TOTI)
A-17	Production Related Income Tax
A-18	Computation of Effective Income Tax Rate

For the period July 1, 2XXX to June 30, 2XXX

Cost-based Formulas - ALLETE, Inc. d/b/a Minnesota Power
A-1
Determination of Demand-Related Costs and Generation Capacity Charges
Twelve Months Ended December 31, 2XXX___-Actual

		Reference		Demand Related					
1.	Return on Capital Investment	pg A-5, L 18, Col 2	$						
2.	Operation & Maintenance Expense	pg A-14, L 7, Col 2	$						
3.	Depreciation Expense	pg A-15, L 6, Col 2	$						
4.	Taxes Other than Income Taxes	pg A-16, L 9, Col 3	$						
5.	Income tax	pg A-17, L 7, Col 2	$						
6.	Subtotal	Sum L1 thru L5	$						
7.	Less: Off-System Sales/Revenue Credits	pg A-4, L 1, Col 2	$						
8.	Less: Ancillary Service Revenues	Note 1	$						
9.	Annual Production Fixed Cost	L6 - L7 - L8	$						
10.	Total 12 Months System Peaks	FERC 1, p. 401b, Col d		XX,XXX/MW		**Municipals**		**SWLP**	
11.	Demand Cost at Generation	L9 / L10 / 1,000	$	/kw	$	/kw	$	/kw	
12.	CP Demand with Losses (60 minutes)	A-3 col. (g) L18 a, L19				XXX.XXX		XXX.XXX	
13.	Annual Demand Revenue Requirements	L11 X L12			$	/kw	$	/kw	
14.	NCP Demand @ Meter Note 2	A-3.1 col (a) L18 a, L19				XXX.XXX		XXX.XXX	
15.	Generation Capacity Cost	L13/L14			$	/kw	$	/kw	
16.	Plus: Customer related Costs not in Cust. Charge	Docket ER08-397 Stmt BL				$0.15/kw		$0.10/kw	
17.	Generation Capacity Charge			$ /kw		$ /kw			

Note 1: Line 8 Ancillary Service Revenue for Municipal customers, SWL&P & Dahlberg from MP's OATT or equivalent MISO rate.

Note 2: Line 14 - Budgeted NCP Demand at Meter is based 60 min NCP. Actuals will be on 15 min NCP as reported in the FERC Form 1. CP Demand w/losses is 60 minutes for actuals and budgets.

Cost-based Formulas - ALLETE, Inc. d/b/a Minnesota Power
A-2
Determination of Energy-Related Costs and Energy Charges
Twelve Months Ended December 31, 2XXX___-Actual

		Reference	Energy Related
	Fuel & Purchased Power Base		
1.	Total fuel	pg A-14, L 10, Col 4	$
2.	Purchased power (555)	pg A-14, L 1, Col 4	$
3.	Subtotal fuel & purchased power	L1 + L2	$
4.	Less: Off-System Sales/Revenue Credits	pg A-4, L 1, Col 3	$
5.	Total Fuel & Purchased Power Base	L3 - L4	$
	Non-Fuel Energy Charge		
6.	Non-fuel energy production expense	pg A-14, L 4, Col 3	$
7.	Administrative and general expense	pg A-10, L 19, Col 5	$
8.	Return on capital investment	pg A-5, L 18, Col 3	$
9.	Depreciation Expense	pg A-15, L 6, Col 3	$
10.	Income tax	pg A-17, L 7, Col 3	$
10.A	Less: Production Tax Credit (PTC) generated	pg A-17, L11, Col 3	$
11.	Total Non-Fuel Energy Charge	Sum (L6:L10)	$
12.	Net MWh generated and purchased, less MWh sold	FERC 1, p. 401 a & b	XX,XXX,XXX/Mwh
13.	Non-Fuel Energy Charge	L11 / L12 / 1,000	.XXXX/kwh
14.	Fuel and Purchased Power Base	L5 / L12 / 1,000	.XXXX/kwh
15	Combined Non-Fuel Energy & Fuel/Purchased Power Base	L13 + L14	.XXXX/kwh

Cost-based Formulas - ALLETE, Inc. d/b/a Minnesota Power

A-3

ALLETE, Inc., d/b/a Minnesota Power
Cost-Based Formulas A-3
Demand Responsibility for Power Supply Costs Based on 12-Month Average CP Demands (MW)
2XXX

Line (No)		Lowest Level of Allocation (kV)	Demand at Meter (a)	Lowest Level of Allocation: Losses to Meter Point (b)	Lowest Level of Allocation: Demand at LLA (c)	Power Supply Transmission: Losses on Dist Bulk Del (d)	Power Supply Transmission: Demand at Trans (e)	Power Supply Production: Losses on Trans Sys (f)	Power Supply Production: Demand at Prod (g)
Group A - Full Requirement Customers									
1	Buhl	##	#.###	#.###	#.###	#.###	#.###	#.###	#.###
2	Gilbert	##	#.###	#.###	#.###	#.###	#.###	#.###	#.###
3	Keewatin	##	#.###	#.###	#.###	#.###	#.###	#.###	#.###
4	Mountain Iron	##	#.###	#.###	#.###	#.###	#.###	#.###	#.###
5	Nashwauk	##	#.###	#.###	#.###	#.###	#.###	#.###	#.###
6	Pierz	##	#.###	#.###	#.###	#.###	#.###	#.###	#.###
7	Randall	##	#.###	#.###	#.###	#.###	#.###	#.###	#.###
8	Biwabik	##	#.###	#.###	#.###	#.###	#.###	#.###	#.###
9	Ely	##	#.###	#.###	#.###	#.###	#.###	#.###	#.###
10	Aitkin	PST	#.###	#.###	#.###	#.###	#.###	#.###	#.###
11	Brainerd	PST	##.###	##.###	##.###	##.###	##.###	##.###	##.###
12	Grand Rapids	PST	##.###	##.###	##.###	##.###	##.###	##.###	##.###
13	Hibbing	PST	##.###	##.###	##.###	##.###	##.###	##.###	##.###
14	Proctor	PST	#.###	#.###	#.###	#.###	#.###	#.###	#.###
15	Two Harbors	PST	#.###	#.###	#.###	#.###	#.###	#.###	#.###
16	Virginia	PST	##.###	##.###	##.###	##.###	##.###	##.###	##.###
17	Group A - Total		###.###	###.###	###.###	###.###	###.###	###.###	###.###
Group B - Private Utilities									
18	Superior Water, Light & Power Company	PST	##.###	##.###	##.###	##.###	##.###	##.###	##.###
19	Group B - Total		##.###	##.###	##.###	##.###	##.###	##.###	##.###

Notes:
Demand at LLA (c) = (a) + (b).
Demand at Trans (e) = (c) + (d).
Demand at Prod (g) = (e) + (f).

Demand loss factors:
- Secondary (%) @ 0.68
- Line Transf (%) @ 1.69
- Primary (%) @ 3.93
- Distribution Subs (%) @ 0.33
- Dist Bulk Delivery (%) @ 1.48
- Transmission (%) @ 4.89

Transmission losses supplied through MISO and not allocated here.

Cost-based Formulas - ALLETE, Inc. d/b/a Minnesota Power

A-3.1

ALLETE, Inc., d/b/a Minnesota Power
Cost-Based Formulas A-3.1
2XXX Actual 12-Month Average NCP (15-min) Demands (MW)

Line (No)		Lowest Level of Allocation (kV)	NCP Demand at Meter (a)	Lowest Level of Allocation: Losses to Meter Point (b)	Lowest Level of Allocation: Demand at LLA (c)	Power Supply Transmission: Losses on Dist Bulk Del (d)	Power Supply Transmission: Demand at Trans (e)	Power Supply Production: Losses on Trans Sys (f)	Power Supply Production: Demand at Prod (g)
Group A - Full Requirement Customers									
1	Buhl	##	#.###	#.###	#.###	#.###	#.###	#.###	#.###
2	Gilbert	##	#.###	#.###	#.###	#.###	#.###	#.###	#.###
3	Keewatin	##	#.###	#.###	#.###	#.###	#.###	#.###	#.###
4	Mountain Iron	##	#.###	#.###	#.###	#.###	#.###	#.###	#.###
5	Nashwauk	##	#.###	#.###	#.###	#.###	#.###	#.###	#.###
6	Pierz	##	#.###	#.###	#.###	#.###	#.###	#.###	#.###
7	Randall	##	#.###	#.###	#.###	#.###	#.###	#.###	#.###
8	Biwabik	##	#.###	#.###	#.###	#.###	#.###	#.###	#.###
9	Ely	##	#.###	#.###	#.###	#.###	#.###	#.###	#.###
10	Aitkin	PST	#.###	#.###	#.###	#.###	#.###	#.###	#.###
11	Brainerd	PST	##.###	##.###	##.###	##.###	##.###	##.###	##.###
12	Grand Rapids	PST	##.###	##.###	##.###	##.###	##.###	##.###	##.###
13	Hibbing	PST	##.###	##.###	##.###	##.###	##.###	##.###	##.###
14	Proctor	PST	#.###	#.###	#.###	#.###	#.###	#.###	#.###
15	Two Harbors	PST	#.###	#.###	#.###	#.###	#.###	#.###	#.###
16	Virginia	PST	##.###	##.###	##.###	##.###	##.###	##.###	##.###
17	Group A - Total		###.###	###.###	###.###	###.###	###.###	###.###	###.###
Group B - Private Utilities									
18	Superior Water, Light & Power Company	PST	##.###	##.###	##.###	##.###	##.###	##.###	##.###
19	Group B - Total		##.###	##.###	##.###	##.###	##.###	##.###	##.###

Notes:
Demand at LLA (c) = (a) + (b).
Demand at Trans (e) = (c) + (d).
Demand at Prod (g) = (e) + (f).
Demand loss factors:
Secondary (%) @ 0.68
Line Transf (%) @ 1.69
Primary (%) @ 3.93
Distribution Subs (%) @ 0.33
Dist Bulk Delivery (%) @ 1.48
Transmission (%) @ 4.89
Transmission losses supplied through MISO and not allocated here.

Cost-based Formulas
A-4
Off-System Sales/Revenue Credits
Twelve Months Ended December 31, 2XXX___-Actual

	Ref.	Production		
		Total	Demand	Energy
1. Off-System Sales Revenues/Revenue Credits	a/	$	$	$

a/ See FERC Form 1 p 311.1 subtotal line non-RQ, column h. Also includes industrial economy, non-firm, and interruptible sales.

Economy Energy:	2XXX
Boise	$
Blandin	$
Sappi	$
Silver Bay	$
Total Economy Energy	$
Total other energy	$
Total off system sale	$

Cost-based Formulas - ALLETE, Inc. d/b/a Minnesota Power
A-5
Return on Production Related Investment
Twelve Months Ended December 31, 2XXX___-Actual

	Ref.	Production		
		Total	Demand	Energy
1. Electric plant				
2. Gross plant in service	pg A-6, L 6, Col 2	$	$	$
3. Accumulated depreciation	pg A-6, L 12, Col 2	$	$	$
4. Accumulated Deferred Taxes	pg A-6, L 13, Col 2	$	$	-
5. Net plant in service	L2 + L3 + L4	$	$	$
6. ARO (net 2300 & 1832)	c/	$	$	-
7. Construction work in progress a/	A-5.1	$	$	-
8. Subtotal - Electric Plant	L5 + L6 + L7	$	$	$
9. Working capital				
10. Materials & supplies				
11. Fuel	pg A-9, L 2	$	-	$
12. Non-fuel	pg A-9, L 4	$	$	-
13. Total M&S	L11 + L12	$	$	-
14. Prepayments b/	b/	$	$	$
15. Cash requirements	pg A-8, L11	$	$	$
16. Total investment	L8 + L13 thru L15	$	$	$
17. Composite cost of capital	pg A-11, L 4, Col 4		%	%	%
18. Return on investment	L16 X L17	$	$	$

a/ Production amount only - "X #" Major 100% pollution control projects at page A-5.1.
b/ Classified and functionalized using General Pl

Prepayments	2XXX AVG Ending Bal			
FERC-1 p.111 L57	$			
A-7 line 16		%		Demand Related
Total Prepayments	$		%	$

c/ ARO Average Balance L6	12/31/2XXX	12/31/2XXX	Average Balance
FERC Form 1- p 112 line 34	$	$	$
FERC Form 1- p 232 line 3	$	$	$
Total above line 6	$	$	$

Cost-based Formulas

A-5.1

Construction Work in Progress

For Thirteen Months Ending December 31, 2XXX

Line No.	Month	BEC 4 Environmental Proj. # 103698	Less AFUDC	Net BEC 4 Environmental
1	December 2XXX	$	$	$
3	January 2XXX	$	$	$
5	February	$	$	$
7	March	$	$	$
9	April	$	$	$
11	May	$	$	$
13	June	$	$	$
15	July	$	$	$
17	August	$	$	$
19	September	$	$	$
21	October	$	$	$
23	November	$	$	$
25	December 2XXX	$	$	$
	Average	$	$	$
	100% Pollution Control		$	

Cost-based Formulas - ALLETE, Inc. d/b/a Minnesota Power
A-6
Production Related Electric Plant in Service
Twelve Months Ended December 31, 2XXX___-Actual

			Production			
			System	Total	Demand	Energy
			(1)	(2)	(3)	(4)
1.	Gross plant in service					
2.	Plant in service, excl G&I & Non-regulate	a/	$	$	$	-
3.	Plant in service		$	$	$	-
4.	GSUs included in accts 353 & 362 above	f/	$	$	$ -	
5.	General & intangible	pg A-7, L 18	$	$	$	$
6.	Total Adj. Gross Plant	L3 thru L 5	$	$	$	$
7.	Gross Plant allocator	L6/L6		%	%	% %
8.	Accumulated Depreciation & Amortization					
9.	Plant in service, excl G&I & Non-regulate	c and h/	$	$	$	-
10.	GSUs included in accts 353 & 362 above	f	$	$	$	
11.	General & intangible	b/	$	$	$	$
12.	Total Adj. Accum. Deprec. & Amort.	L9+L10+L11	$	$	$	$
13.	Accumulated Deferred Taxes	e/	-	$	$	-

a/ Gross plant in service is the average of beginning and ending balances (FERC-1, p 206 & 207). See footnote g below.

b/ % from P A-7, L16

c/ Accumulated depreciation is the average of beginning and ending balances (FERC-1, p 219)

e/FERC accounts 281,282, 283 and 190 adjusted to exclude retail related deferred taxes and FAS 109 and FAS 133 deferred taxes.

Directly assigned demand related based on statements AF & AG and general plant allocated on gross plant.

Direct assignment Production only #281 tax credits	$
#282 prop. tax	$
#283-other cr	$
Total Deferred Income Tax Credits -production	$
Direct assignment Production only #190	$
Net accumulated deferred taxes 100% Production	$
General Plant 281,282,283 total net of #190	$
Allocation gross plant factor	%
Net accumulated deferred taxes 100% Production	$
Total Deferred Income Tax 100% demand	$

ADIT pension related liability removed

f/ See FERC Form 1 p 206 Transmission Plant acct #353 transmission station equipment and acct #362 distribution station equipment.

These accounts contain generation step-up transformers (GSU's) located at MP's generating stations are sub functionalized to production demand and energy.

AVG acct #353	$
AVG acct #362	$
Total AVG GSU's Assets	$
Accum.depr.GSU'	$

g/ Plant in service is adjusted for non-regulated pla	System Column 1 above	Production Only Column 2 above
Average plant in service, excluding G&I	$	$
less average non-regulated plant	$	$
Plant in service, excl G&I & Non-regulate	$	$

h/Accumulated Depreciation adjusted for non-regulated plant:

Plant in Service, excl. G & I	$	$
less average accum deprec. non-regulated plant	$	$
Total Adj. Accum. Deprec. & Amort.	$	$

Cost-based Formulas - ALLETE, Inc. d/b/a Minnesota Power
A-7
Production Related General Plant Allocation
Twelve Months Ended December 31, 2XXX___-Actual

		General plant accounts 101 and 106				
		Total system	Allocator	Production	Demand	Energy
1.	General plant FERC Form 1 p 206 Lines 86-96					
2.	389 Land and land rights.	$				
3.	390 Structures and improvements.	$				
4.	391 Office furniture and equipment.	$				
5.	392 Transportation equipment.	$				
6.	393 Stores equipment.	$				
7.	394 Tools, shop and garage equipment.	$				
8.	395 Laboratory equipment.	$				
9.	396 Power operated equipment.	$				
10.	397 Communication equipment.	$				
11.	398 Miscellaneous equipment.	$				
12.	Subtotal a/	$		% $	$	$
13.	Percent of subtotal		%	$	$	$
14.	399 Other tangible property L-97		-		%	%
15.	Total general plant	$		-	- $	
16.	Percent of total		%	%	%	%
17.	Intangible plant	$	FERC-1 p.204 L 5	$	$	$
18.	General and intangible plant	$		$	$	$

a/ FERC-1, p. 354:Production payroll/Total payroll excl. A&G

b/ Allocation between demand and energy on production payroll:

Total production payroll	$		
Total production payroll-demand related	$		
		%	*

* "Total production payroll-demand related " is classified by FERC O&M acct numbers between demand and energy based on established FERC methodology used in rate cases. See separate file "2XXX labor only O&M.xls" for individual FERC. account classification between demand and energy.

Cost-based Formulas - ALLETE, Inc. d/b/a Minnesota Power
A-8
Production Related Cash Requirement
Twelve Months Ended December 31, 2XXX___-Actual

				Production	
	Ref	Amount	Demand	Energy
1. Fuel expense	pg A14, L10	$	-	$
2.				
3. Purchased power	pg A14, L1	$	$	$
4.				
5. Total O&M excluding fuel	pg A14, L5	$	$	$
6. Other O&M expenses (excl. fuel/purch power)	L5 - L3	$	$	$
7. Other O&M expenses cash requirements	L 6 * 1/8	$	$	$
8. Other cash requirements	L7	$	$	$
9. Administrative & general expense-	pg A10, L 19	$	$	$
10. A&G Cash requirements	L 9 * 1/8	$	$	$
11. Total Cash requirements	L8 + L10	$	$	$

Cost-based Formulas - ALLETE, Inc. d/b/a Minnesota Power
A-9
Production Related Materials & Supplies
Twelve Months Ended December 31, 2XXX___-Actual

		Reference	System	Allocator	Production	Demand	Energy
1.	Materials & supplies						
2.	Fuel - average balance a/	FERC-1 p.110 L 45	$	%	$	- $	
3.	Plant materials (154) average balance b/	FERC-1 p.110 L 48	$	FERC-1 p.227	$	$	
4.	Total non-fuel plant materials	line 3	$		$	$	-
5.	Total materials & supplies	L2 + L3	$		$	$	$

a/ FERC account 151 excluding non-regulated. Average balance calculated by taking 12-31-XX balance (beginning balance) and 12-31-XX (ending balance) and dividing by 2.

b/ FERC account 154, excluding non-regulated materials. Average balance is calculated by taking 12-31-XX (beginning balance) and 12-31-XX (ending balance) and dividing by 2. See below:

	12/31/XX	12/31/XX	Avg Balance
Fuel Stock Inventory p 110 L 45	$	$	$
Plant Materials p 227 L7	$	$	$
deduct non-regulated sch p 227 p 450.1	$	$	$
Net Reg. Plant Materials	$	$	$

Cost-based Formulas - ALLETE, Inc. d/b/a Minnesota Power
A-10
Production Related Administrative & General Expense Allocation
Twelve Months Ended December 31, 2XXX___-Actual

		Reference		System	Allocator	Production	Demand	Energy
				(1)	(2)	(3)	(4)	(5)
1.	Administrative & general expense-							
2.	Operations:							
3.	920 Administrative and general salaries.	FERC-1 p.323 L 181	$					
4.	921 Office supplies and expenses.	FERC-1 p.323 L 182	$					
5.	922 Administrative expenses transferred— Credit.	FERC-1 p.323 L 183	$					
6.	923 Outside services employed.	FERC-1 p.323 L 184	$					
7.	925 Injuries and damages.	FERC-1 p.323 L 186	$					
8.	926 Employee pensions and benefits.	FERC-1 p.323 L 187	$					
9.	927 Franchise requirements.	FERC-1 p.323 L 188	$					
10.	929 Duplicate charges—Credit.	FERC-1 p.323 L 190	$					
11.	930.1 General advertising expenses.	FERC-1 p.323 L 191	$					
12.	930.2 Misc. general expense	FERC-1 p.323 L 192	$					
13.	931 Rents.	FERC-1 p.323 L 193	$					
14.	Subtotal a/	subtotal L3 to L13	$		%	$	$	$
15.	924 Property insurance.	FERC-1 p.323 L 185	$		%	$	$	$
16.	928 Regulatory commission expenses.	FERC-1 p.323 L 189	$		assigned	$	$	
17.	Reg comm exp FERC annual assessment	FERC-1, p. 351		-			-	-
18.	935 Maintenance of general plant.	FERC-1 p.323 L 196	$		%	$	$	$
19.	Total	total L14 to L18	$			$	$	$

a/ General plant allocator based on production payroll at page A-7 line 12.

Cost-based Formulas - ALLETE, Inc. d/b/a Minnesota Power
A-11
Composite Cost of Capital
Twelve Months Ended December 31, 2XXX___-Actual

		Total company		
		Fixed	Cost	Wtd cost
	Reference	(2)	(3)	(4)
1. Long term debt	pg A-12	41%	%	%
2. Preferred stock		0%		%
3. Common equity	Note 1 below	59%	%	%
4. Total		100%		%

New customer contracts effective 7-1-2011 include a lower ROE of 10.38%. Not retroactive to Jan. 1, 2011.

Cost of Capital

The Cost of Capital used to determine the rate of return on investment will be calculated using a return on equity (ROE) that is matches the retail rate until June 30, 2019.
The capital structure will be fixed at 41% debt and 59% equity until June 30, 2019.

Cost-based Formulas - ALLETE, Inc. d/b/a Minnesota Power
A-12
Long Term Debt
Twelve Months Ended December 31, 2XXX___- Actual

		Debt Balances	
		Average Balance	
1. Total Long-term Debt	FERC-1 p.112 L 24 [(c)+(d)]/2	$	
2. Interest on Long-term Debt	FERC-1 p.117 L 62 col c	$	
3. Amort. Of Debt Disc. And Expense	FERC-1 p.117 L 63 col c	$	
4. Amortization of Loss on Reacquired Debt	FERC-1 p.117 L 64 col c	$	
5. Amort. Of Premium on Debt-Credit	FERC-1 p.117 L 65 col c	$	
6. Total Interest	L2+L3+L4+L5	$	
7. Cost of Long-term debt	L6/L1		%

Cost-based Formulas - ALLETE, Inc. d/b/a Minnesota Power
A-14
Production O&M Expenses
Twelve Months Ended December 31, 2XXX___-Actual

			Total company	Fixed	Variable	
					Non-fuel	Fuel
			(1)	(2)	(3)	(4)
1	555 Purchased power b/	FERC-1, p.327	$	$		$
2	556 System control and load dispatching.	FERC-1, p.321 L77	$	$		
3	557 Other expenses.	FERC-1, p.321 L78	$	$		
4	Other production expenses	pg A-14(a)	$	$	$	
5	Total production excluding fuel used in generation	L1 + L2 + L3 + L4	$	$	$	-
6	A&G expenses	pg A-10 L19 col (3)	$	$	$	-
7	Total O&M, excluding fuel	L5 + L6	$	$	$	-
8	501 Fuel a/	FERC-1 p.320 L 5	$			$
9	Less Gains on Disposition of Allowance	FERC-1 p 114 L 22	$			$
10	Total Fuel	L8 + L9	$	-	-	$
11	Total Production O&M	L7 + L10	$	$	$	$

a/ FERC account 501, excluding non-regulated:

FERC Form 1, p. 320, line 5 Fuel	$
deducted non regulated fuel expense	$
Total regulated fuel expense at line 8 abov	$

b/Purchased power at page 327 is energy charges plus lines 11 + 14 other charges col (l) .

Cost-based Formulas - ALLETE, Inc. d/b/a Minnesota Power
A-14(a)
Classification of Fixed and Variable Production Expenses
Twelve Months Ended December 31, 2XXX___-Actual

			Demand	Energy
1	FERC-1 p.320 L 4	500 Operation supervision and engineering.	$	
2	FERC-1 p.320 L 5	501 Fuel		xx
3	FERC-1 p.320 L 5	501 Fuel-handling		
4	FERC-1 p.320 L 5	501 Fuel-sale of fly ash		
5	FERC-1 p.320 L 6	502 Steam expenses	$	
6	FERC-1 p.320 L 7	503 Steam from other sources.		$
7	FERC-1 p.320 L 8	504 Steam transferred—Credit.		
8	FERC-1 p.320 L 9	505 Electric expenses	$	
9	FERC-1 p.320 L 10	506 Miscellaneous steam power expenses	$	
10	FERC-1 p.320 L 11	507 Rents	-	
11	FERC-1 p.320 L 12	509 Allowances.		
12	FERC-1 p.114 L 22	Less: 411.8 Gains from Disposition of allowances		xx
13	FERC-1 p.114 L 23	Plus: 411.9 Losses from Disposition of allowances		xx
14	FERC-1 p.320 L 15	510 Maintenance supervision and engineering		$
15	FERC-1 p.320 L 16	511 Maintenance of structures	$	
16	FERC-1 p.320 L 17	512 Maintenance of boiler plant		$
17	FERC-1 p.320 L 18	513 Maintenance of electric plant		$
18	FERC-1 p.320 L 19	514 Maintenance of miscellaneous steam plant	$	
19		Total steam power generation		
20	FERC-1 p.320 L 24	517 Operation supervision and engineering		
21	FERC-1 p.320 L 26	519 Coolants and water		
22	FERC-1 p.320 L 27	520 Steam expenses		
23	FERC-1 p.320 L 28	521 Steam from other sources		
24	FERC-1 p.320 L 29	522 Steam transferred—Credit.		
25	FERC-1 p.320 L 30	523 Electric expenses		
26	FERC-1 p.320 L 31	524 Miscellaneous nuclear power expenses		
27	FERC-1 p.320 L32	525 Rents		
28		Total nuclear operating		
29	FERC-1 p.320 L 35	528 Maintenance supervision and engineering		
30	FERC-1 p.320 L 36	529 Maintenance of structures		
31	FERC-1 p.320 L 37	530 Maintenance of reactor plant equipment		
32	FERC-1 p.320 L 38	531 Maintenance of electric plant		
33	FERC-1 p.320 L 39	532 Maintenance of miscellaneous nuclear plant		
34		Total nuclear maintenance		
35	FERC-1 p.320 L 44	535 Operation supervision and engineering.	$	
36	FERC-1 p.320 L 45	536 Water for power.	-	
37	FERC-1 p.320 L 46	537 Hydraulic expenses	$	
38	FERC-1 p.320 L 47	538 Electric expenses	-	
39	FERC-1 p.320 L 48	539 Miscellaneous hydraulic power generation expenses	$	
40	FERC-1 p.320 L 49	540 Rents.		
41	FERC-1 p.320 L 53	541 Maintenance supervision and engineering	$	
42	FERC-1 p.320 L 54	542 Maintenance of structures	$	
43	FERC-1 p.320 L 56	543 Maintenance of reservoirs, dams and waterways	$	
44	FERC-1 p.320 L 58	544 Maintenance of electric plant		$
45	FERC-1 p.320 L 57	545 Maintenance of miscellaneous hydraulic plant	$	
46		Total hydraulic		
47	FERC-1 p.321 L 62	546 Operation supervision and engineering.	$	
48	FERC-1 p.321 L 63	547 Fuel.		$
49	FERC-1 p.321 L 64	548 Generation expenses		
50	FERC-1 p.321 L 65	549 Miscellaneous other power generation expenses	$	
51	FERC-1 p.321 L 66	550 Rents.	$	
52	FERC-1 p.321 L 69	551 Maintenance supervision and engineering	$	
53	FERC-1 p.321 L 70	552 Maintenance of structures	$	
54	FERC-1 p.321 L 71	553 Maintenance of generating and electric plant	$	
55	FERC-1 p.321 L 72	554 Maintenance of miscellaneous other power generation plant	$	
56	FERC-1 p.321 L 74	Total other power generation		
57	FERC-1 p.320 L 76	555 Purchased power.	xx	xx
58	FERC-1 p.320 L 77	556 System control and load dispatching	xx	
59	FERC-1 p.320 L 78	557 Other expenses.	xx	
60	L1 to L59	Total Demand and Total Energy	$	$

Cost-based Formulas - ALLETE, Inc. d/b/a Minnesota Power
A-15
Production Related Depreciation Expense
Twelve Months Ended December 31, 2XXX___-Actual

		Reference	Regulated Production related	Demand	Energy
1	Steam production (net of non-regulated utility)	FERC-1 p.336 L 2 (f)	$	$	
2	Other production (Hydro & Wind)	FERC-1 p.336 L 4 + 6 (f)	$	$	
3	Subtotal	L1 + L2	$	$	-
4	Production related G&I plant	a/	$	$	$
5	GSU-related depreciation expense	Actual @ b/	$	$	-
6	Total production depreciation expense	L3 + L4 + L5	$	$	$

a/ General & Intangible Plant Depreciation Expense — FERC-1 p.336 (f) L 1+10 — $ — includes $ amortization intangible
Allocator from General Plant A-7 — A-7 line 12 — %
Production Related General & Intangible Deprec Exp. $

b/ GSU's 20XX Depreciation Expense $
$
Total $

Cost-based Formulas - ALLETE, Inc. d/b/a Minnesota Power
A-16
Production Related Taxes Other than Income Taxes (TOTI)
Twelve Months Ended December 31, 2XXX___-Actual

Line	Description	Reference		System (1)	Allocator (2)		Production (3)
1	Unemployment	FERC -1, p 263 line 3+8 col (i)					
2	FICA	FERC -1, p 263 line 2 col (i)					
3	Total taxes related to wages & salaries	L1+ L2	$		%	$	
4	Real and personal property tax	Direct assignment Prod.	$		assigned	$	
5	MN Wind Assessment on production	Direct assignment Prod.	$		100%	$	
6	MN Air Quality Emission Fee	Direct assignment Prod.	$		100%	$	
7	Total taxes related to property & Other	L4 +L5 +L6	$			$	
8	Total taxes other than income taxes	L3 + L7	$				
9	Total TOTI	sum above	$			$	
10	Difference	L9-L11			-		
11	Total TOTI	FERC-1 p.114 L 14	$				

(1) System - FERC-1, p. 262-263
(2) Allocator:
Total taxes related to wages & salaries - Wages & salaries - A-7

Line 4 Real and personal property taxes are related to production only

Steam	$
Hydro	$
Wind	$
Total Production	$

Cost-based Formulas - ALLETE, Inc. d/b/a Minnesota Power
A-17
Production Related Income Tax
Twelve Months Ended December 31, 2XXX___-Actual

Line	Description	Reference	Total (1)	Demand (2)	Energy (3)
1	Total Rate Base Investment	pg A-5, L16	$	$	$
2	Weighted return on L T Debt + Equity	pg A-18	%	%	%
3	Return	L1 X L2	$	$	$
4	Combined income tax factor	pg A-18	$	$	$
5	Subtotal	L3 X L4	$	$	$
6	ITC Adjustment	line 11 below	$	$	$
7	Total Income Tax		$	$	$
8	Amortized Investment Tax Credit				PTC
9	1/(1 - T) from line 1 @ A-18		1.7056		1.7056
10	Amortized Investment Tax Credit	Ref @ Note 1	$		$
11	ITC and PTC Adjustment	L9 * L10	$		$

Note 1: This calculation method is consistent with FERC approved MISO Attachment O.

Note 1: FERC Form 1 p 266, column (f) line 8 less transmission and distribution related ITC.

Total Company ITC	$
Less Transmission and Distribut	$
Net Production related ITC	$

Cost-based Formulas - ALLETE, Inc. d/b/a Minnesota Power
A-18
Computation of Effective Income Tax Rate
Twelve Months Ended December 31, 2XXX___-Actual

Tax Calculation from Transmission Formula:

1	T=1 - {[(1 - SIT) * (1 - FIT)] / (1 - SIT * FIT * p)} =	41.37%
2	CIT=(T/1-T) * (1-(WCLTD/R)) =	%
	where WCLTD=(A-11, line 1 col 4) and where	
	R= (A-11, line 4 col 4)	
	and where FIT, SIT & p are as given below.	
	1 / (1 - T) = (from first line of tax calc)	

where FIT rate =	0.3500
where SIT rate =	0.0980
where p= (percentage of federal income tax deductible for state purpo	0.0000
where WCLTD = (A-11, line 1. Weighted Cost Long Term Debt)	%
where R = (A-11 line 4. Total weighted cost long term debt + equity)	%

Note: The above method is consistent with the MISO Schedule O calculation of Effective Income Tax Rate and the Combined Income Tax Factor.

ATTACHMENT B

ALLETE, Inc., d/b/a Minnesota Power

Power Supply Formula Rate Calculation (Attachment B)

Summary of Changes Effective July 1, 2013:

Production Tax Credits:
The purpose of the change is to flow through Production Tax Credits (PTCs) being generated by Minnesota Power's new wind generation assets in North Dakota. Credits are a result of federal tax legislation to encourage investment in wind assets. The following pages changed to incorporate these credits:

Page A-2 Determination of Energy-Related Costs and Energy Charges
Line added: 10. A Production Tax Credit (PTCs) generated. Reference column: page A-17, L11, Col. 3

Page A-6 Production Related Electric Plant in Service, footnote e/ Accumulated Deferred Income Taxes, FERC accounts 281,282,283, and 190. Include in the total balance "Direct Assignment Production only #190" the balance related to PTCs.

Page A-17 Production Related Income Tax
Line 11 ITC and PTC Adjustment, added column "PTC" lines 8-11.

Footnote and reference changes to add clarity:

Page A-5 footnote a/ 100% Pollution control projects is currently only one project instead of three. Change to "X#" projects because the number may vary from year to year. Footnote b/ added "2XXX AVG Ending Bal." to clarify that it is consistent with the other average balances found on page A-5. Footnote b/ added "Demand Related" column to show the actual calculation for clarity.

Page A-6 added footnotes g/ and h/ to show the actual calculation in detail for values- in System column (1) lines 2 and 9. In footnote e/ in the #283 – other credit line added "ADIT pension related liability removed" for clarity, to match the prepaid pension asset that is not included in rate base.

Page A-7 added footnote "*" asterisk to further explain classification methodology of FERC O&M accounts into the demand and energy columns.

Page A-9 added more detail on the Fuel Stock Inventory and Plant Materials average balance calculation for clarity. In footnotes a/ and b/ made date references generic "12/31/XX" to reflect that they will be updated each year.

Page A-11 Corrected footnote related to Cost of Capital to show that ROE will match the retail rate.

Page A-12 detailed FERC Form 1 references added to lines 1-5 for clarity.

Page A-14 footnotes a/ and b/ added more detail on the fuel and purchase power expenses for clarity.

Page A-15 footnote b/ eliminated depreciation rate percents for GSU assets – actual depreciation expense is used, and the percentage was for information purposes only.

STATE OF MINNESOTA	)	AFFIDAVIT OF SERVICE VIA
	) ss	ELECTRONIC FILING
COUNTY OF RAMSEY	)	

Roshelle Herstein of the City of White Bear Lake, County of Ramsey, State of Minnesota, says that on the 31st day of July, 2013, she served Minnesota Power's Compliance Filing to the Minnesota Public Utilities Commission and the Minnesota Department of Commerce via electronic filing.

/s/ Roshelle Herstein

Subscribed and sworn to before
me this 31st day of July, 2013.

/s/ Jill N. Yeaman

Notary Public - Minnesota
My Commission Expires January 31, 2016

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Market Based Electric Service Agreement

Electric Rate Schedule
Filing Party: ALLETE, Inc.

Other Party: Superior Water Light and Power Company

Table of Contents

AMENDED AND RESTATED
ELECTRIC SERVICE AGREEMENT
BETWEEN MINNESOTA POWER
AND
SUPERIOR WATER LIGHT AND POWER COMPANY
RESALE SERVICE - FULL REQUIREMENTS
July 1, 2013

Minnesota Power ("MP", "Minnesota Power", or "the Company") and Superior Water Light and Power Company, a Wisconsin corporation ("SWLP") hereby enter into an Electric Service Agreement (the "Agreement"), which provides that MP will supply electric power and associated energy sufficient for SWLP to meet its electric system requirements for resale to its retail customers in its service territory effective July 1, 2011.

In consideration of the commitments herein and for other good and valuable considerations, MP and SWLP, agree as follows:

1. DEFINITIONS

1.1 Coincident Peak Demand is SWLP's hourly demand at the time of MP's maximum system peak demand (kW or kilowatt) measured during the month.

1.2 Company's Basic Capacity Costs per kW (kilowatt) is Company's estimated annual Revenue Requirements associated with Company-owed power production facilities and with Company firm power purchases divided by the aggregate coincidental kilowatts of all customer loads serviced by such generating capacity and purchased capacity, adjusted for estimated transmission losses and load coincidence factor.

1.3 Company's Basic Energy Costs per kWh (kilowatt hour) is Company's estimated annual Revenue Requirements for fuel and associated operation and maintenance expenses at Company-owned power production facilities, and for energy associated with firm power purchases and economy purchases divided by the aggregate associated kilowatt-hours, adjusted for estimated transmission losses.

1.4 Economic Power is power or energy purchased over a period of twelve months or less where the total cost of the purchase is less than the MP's total avoided variable cost.

1.5 End-Use Load Obligation is an obligation imposed by law, regulation, or contract to serve the load of persons or other entities that purchase or produce electric energy for their own consumption and not for resale.

1.6 Excess Capacity Demand is the Highest 15-minute Monthly Generation Capacity Demand (kW or kilowatt) in excess of the current month's billed On-Peak 15-minute Generation Capacity

Demand (kW or kilowatt).

1.7 Excess Reactive Demand is the amount by which the maximum 15-minute integrated reactive demand (KVAR or kilovolt-amperes reactive) measured during the current month exceeds 50% of the maximum 15-minute integrated demand (kW or kilowatt) measured during the current month.

1.8 Generation Capacity Demand is SWLP's maximum 15-minute integrated demand (kW or kilowatt) measured during the On-Peak hours of month but not less than the minimum demand specified in SWLP's contract.

1.9 Highest Monthly Demand is the maximum 15-minute demand (kW or kilowatt) occurring anytime (On- or Off- Peak) during the month.

1.10 On-Peak and Off-Peak Periods are defined as follows:

- **On-Peak**: 9 AM – 9 PM, Monday through Friday, inclusive, excluding Holidays.
- **Off-Peak**: Those hours not designated as On-Peak hours.
- **Holidays**: Those days nationally designated and celebrated as New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

1.11 MISO is the Midwest Independent Transmission System Operator or its successor organization.

1.12 Net Generating Capability is determined by performing an annual Real Power Test in accordance with MISO Model E testing requirements between September 1st and August 31st for the planning year that commences on June 1st of the year following that test.

1.13 Non-coincidental Peak Demand is Customer's highest fifteen minute demand (kW or kilowatt) measured during the month and used for determining monthly billed demand.

1.14 Party is either SWLP or MP.

1.15 Power Supply Formula Rate is the embedded-cost-based rate designed to recover Minnesota Power's cost of providing full requirements electric service to SWLP.

1.16 Renewable Energy is electricity generated through use of any of the following resources: (1) wind, (2) solar, (3) geothermal, (4) hydro, (5) trees or other vegetation, or (6) landfill gas; or has the meaning as may be amended from time to time in Wisconsin Statute or other laws amendatory thereof.

1.17 Service Regulations is MP's Regulations for Wholesale Electric Service (attached to this Agreement as Exhibit A) that govern MP's electric service to SWLP.

1.18 Service Year is a twelve-month period beginning on July 1st and ending on June 30th and shall be designated by the year the period begins.

1.19 Total Avoided Variable Cost is all identified and documented variable costs that would have been incurred by MP had a particular purchase not been made. Such costs include, but are not limited to, those associated with fuel, start-up, shut-down or any purchases that would have been made in lieu of the purchase made.

1.20 Total Cost of the Purchase is all charges incurred in buying economic power and having such power delivered to MP's system. The total cost includes, but is not limited to, capacity or reservation charges, energy charges, adders and any transmission or wheeling charges associated with the purchase.

2. TERM OF AGREEMENT

The term of the Agreement begins July 1, 2011 and ends at midnight on June 30, 2019 and will continue thereafter unless either MP or SWLP terminates the agreement upon three years written notice to the other party; provided however, such termination notice may not be delivered prior to June 30, 2016.

3. ELECTRIC SERVICE AND RATES

3.1 Customer Charge

The Customer Charge shall be $2,000 per month.

3.2 Generation Capacity Charge

The "Generation Capacity Charge" in effect until June 30, 2012 is $15.09/kW per month for all On-Peak kW of Generation Capacity Demand plus $3.50 per kW month of the Highest Monthly Generation Capacity Demand in excess of the current month's billed On-Peak Generation Capacity Demand. Thereafter, the Generation Capacity Charge for each Service Year shall be as calculated pursuant to the Power Supply Formula Rate, as defined in Attachment B.

3.3 Base Energy Charge

The Base Energy Charge in effect until June 30, 2012 is $0.02136/kWh. . For each Service Year thereafter, the Base Energy Charge shall continue to be comprised of two components, the Fuel and Purchased Power Base and the Non-fuel Energy Charge. The Base Energy Charge for each Contract Year shall be as calculated pursuant to the Power Supply Formula Rate, as defined in Attachment B.

3,4 Monthly Energy Adjustment

The Monthly Energy Adjustment shall be calculated pursuant to the Power Supply Formula Rate. The Monthly Energy Adjustment shall be calculated monthly as the difference between Company's actual monthly fuel and purchased power cost and the Fuel and Purchased Power Base, as defined in Attachment B.

3.5 Excess Reactive Demand Charge

$0.15 per KVAR (kilovolt-amperes reactive) per month of Excess Reactive Demand.

3.6 Transmission Service and Ancillary Fees

In accordance with applicable filed and approved MISO tariffs, Company will be responsible, on SWLP's behalf, for designating resources and securing transmission network service for energy delivery to SWLP. SWLP will be responsible for any and all charges associated with such transmission services. Under MISO Network Service, the initial monthly transmission demand charge rate for the energy provided hereunder will be the appropriate control area's zonal tariff rate (Schedule 7-8-9) for Network Integration Transmission Service plus the MISO Scheduling, System Control and Dispatch Service fee (Schedule 1) plus the MISO Cost Recovery Adder (MISO Administration fee Schedule 10), plus MISO network upgrade charges from Transmission Expansion Planning fee (Schedule 26), plus any charges not published to date, as such rates and fees may be revised periodically due to changes in MISO, or its successor organization's, tariffs and fees (the "Transmission Service Rate"). SWLP monthly Coincident Peak Demands with the Control Area Peak Demand will be used in the application of these rates.

In addition, any applicable ancillary services will be provided in accordance with any applicable tariff ("Ancillary Services Fees"). The Ancillary Service Fees currently include the following: Reactive Supply and Voltage Control from Generation Sources Service (Schedule 2) and may include any charges not published to date, as such rates and fees may be revised periodically due to changes in MISO, or its successor organization's tariffs and fees. Customer's monthly Coincident Peak Demands with the Control Area Peak Demand will be used in the application of these rates.

MP will bill SWLP the actual monthly cost for the MISO Transmission Service Rate and Ancillary Services Fees no later than one month after MP receives the MISO Transmission Service invoice for each month. Upon termination of this Agreement any remaining unbilled accounts will be settled in full within one month. SWLP reserves the right to audit relevant MISO invoices upon which such charges to SWLP are based.

3.7 Service Voltage Adjustment

Where all electric service is delivered and metered at (or compensated to) the Service Voltage indicated below, the amount computed at the above rate, before other adjustments, will be adjusted as follows:

Less than 115 kV	Increase the amount computed above in the Generation Capacity Charge by $1.55 per kW of Generation Capacity Demand.
Less than 13.8 kV	Increase the amount computed above in Customer Charge, Generation Capacity Charge, Energy Charge/Base Energy Charge, Reactive Demand Charge and Transmission and Ancillary Fees, including the Service Voltage Adjustment for Less than 115 kV, by 1%.

3.8 Annual True-up Adjustment

For Service Year 2011 and each Service Year thereafter, prior to June 30 of the year following each Service Year, the total difference in monthly billing amounts between the estimated and actual Generation Capacity Charge and Non-fuel Energy Charge component of the Base Energy Charge for the Service Year will be accumulated into a total dollar "true up" amount (positive or negative) for the year. Minnesota Power will bill or credit this amount to Customer in equal monthly installments for the term set forth in each Option below beginning with service on July 1 of each year. Prior to June 30 of each year, Customer will make a selection of a True-up Adjustment as defined in Attachment B according to one of the options listed below (A, B, C). If no option is selected, Option A will be applied.

Option A. Six Month Adjustment

Minnesota Power to apply annual True-up Adjustment using six equal monthly installments during the subsequent six months beginning in July of the year following the relevant Service Year (i.e. July of the year following the Service Year). Any such refund by Minnesota Power or payment by Customer using this method will include interest calculated at the prime rate over the six month payment period July-December. If there is a default of a monthly True-up Adjustment payment, the following monthly billing will require full payment of the remaining True-up Adjustment balance, including interest. Further delinquency will follow Minnesota Power's Regulations for Wholesale Service, Section VIII-Billing, No. 34-Delinquent Bills, attached to this Agreement. Upon termination of the agreement any remaining True-up Adjustment amount will be settled in full between Minnesota Power and Customer.

Option B. Twelve Month Adjustment

Minnesota Power to apply annual True-up Adjustment using twelve equal monthly installments during the subsequent twelve months beginning in July of the year following the relevant Service Year (i.e. July of the year following the Service Year through June). Any such refund by Minnesota Power or payment by Customer using this method will include interest calculated at the prime rate over the twelve month payment period July-June. If there is a default of a monthly True-up Adjustment payment, the following monthly billing will require full payment of the remaining True-up Adjustment balance, including interest. Further delinquency will follow Minnesota Power's Regulations for Wholesale Service, Section VIII-Billing, No. 34-Delinquent Bills, attached to this Agreement. Upon termination of the agreement any remaining True-up Adjustment amount will be settled in full between Minnesota Power and Customer.

Option C. Lump Sum Method

Customer has the right to make a one-time lump sum payment of the amounts owed, excluding interest. If there is a default of the True-up Adjustment payment, the following monthly billing will require full payment of the remaining True-up Adjustment balance including interest. Further delinquency will follow Minnesota Power's Regulations for Wholesale Service, Section VIII-Billing, No. 34-Delinquent Bills, attached to this Agreement. Upon termination of the agreement any remaining True-up Adjustment amount will be settled in full between Minnesota Power and Customer

3.9 SWLP Audit Rights

In approximately May of 2012 and each year thereafter, MP shall meet with SWLP regarding the Power Supply Formula Rates and provide to SWLP its Power Supply Formula Rate true-up for the prior Service Year. The purpose of the meeting will be to (i) review the formula calculations and the resulting actual rates for the current Service Year and (ii) review the formula calculations and resulting estimated rates, subject to true-up, that apply for the upcoming Service Year.

At the true-up meeting, Minnesota Power will:

(i) provide sufficient information to enable SWLP to verify the calculation of formula results from FERC Form No. 1 or other applicable accounting inputs and to compare that calculation to that of prior years;

(ii) identify any respects in which the formula rate's application to the prior Service Year materially differed from its application in the preceding year (e.g., due to changes in accounting procedures, the purchase or sale of major assets, or other such significant changes), and describe how such altered application has affected the formula output; and

(iii) identify the major reason(s) for the differences, if any, between (a) the actual rate and the estimated rate for the Service Year and (b) the actual rate and the preceding year's actual rate.

SWLP shall have the right to audit the actual Service Year data to verify the formula inputs, calculations, and resulting rates, and to verify that all formula inputs have been adjusted as appropriate so that the formula output reflects the fully allocated average embedded cost. Minnesota Power will provide such information as SWLP may reasonably request in order to understand the actual rate calculations and true-up calculations. SWLP shall be entitled to request Minnesota Power to adjust the true-up rates in the event that there is an error in the data or application of the formula rate used by Minnesota Power in performing the true-up calculations.

Any audit with respect to billings for a Service Year shall be completed by April 30th of the calendar year following the Service Year.

If SWLP does not object to the true-up calculations in writing by June 30th of the second calendar year following the Service Year, Minnesota Power's costs and rates for the Service Year shall be deemed final, shall not be subject to further dispute or challenge by the SWLP, and shall not be subject to refund or collection.

If SWLP and Minnesota Power fail to resolve the SWLP's objection within 60 days of such objection, the SWLP may file a complaint with FERC pursuant to Federal Power Act ("FPA") Sections 205 or 206. In any such filing, SWLP shall specify the portion(s) of the revenue collection subject to dispute. In any such proceeding, Minnesota Power shall bear the burden of proving that it has reasonably applied the terms of the Formula Rate; that the resultant rate is just, reasonable, and not unduly discriminatory; and that it followed the applicable procedures herein. If SWLP disputes the true-up rates, SWLP shall continue to pay its total bill on a monthly basis. If a refund is determined to be due to SWLP, it shall be paid to SWLP with interest calculated based upon the

process set forth in Section 35.19a of the Commission's regulations, 18 CFR 35.19a.

The following example illustrates the timeline contemplated by the preceding provisions.

- Service Year: July 1, 2011 through June 30, 2012
- Basis for estimated rates, prior to true-up:
  - Formula applied to projected calendar year 2011 data
- Basis for actual billing:
  - Formula applied to calendar 2011 FERC Form 1 data
- Filing of FERC Form 1 that will be used as basis for actual billing: April 2012
- True-up provided by Minnesota Power, subject to audit: On or before May 31, 2012
- End of SWLP audit period: April 30, 2013
- Deadline for SWLP objections to rate calculations: June 30, 2014

3.10 Changes to the Formula

If the formula must be changed to conform with changes in the format of FERC Form 1, the format of the Uniform System of Accounts, or other reasons of a similar nature that do not materially impact the results, Minnesota Power shall, absent extraordinary circumstances, provide SWLP with 30 days notice of Minnesota Power's intent to change such references or data sources in the formula and a full explanation of the changes. If such notice is given and SWLP does not present a good faith, written objection in response within 30 days, SWLP will be deemed to have consented to the change and the effective date necessary, including a retroactive effective date, to implement the formula as originally intended.

4. ALL REQUIREMENTS – EXCEPTION FOR ADDITIONAL GENERATION

SWLP agrees that the all electric service requirements commitment provided in this Agreement includes all electric power and energy to serve SWLP's loads. However, SWLP may choose to install up to a maximum of 2% of its previous year's 15 Minute Peak kW Demand but not greater than 2,000 kW of Renewable Generation (i.e. to achieve the 2,000 kW maximum of self-generation SWLP would need a 15 Minute Peak Demand of 100,000 kW) to offset some of the power used by the SWLP through SWLP's point of delivery. If outside participation in development of the renewable generation is being sought, MP has the right but not the obligation, to participate should the project prove to be economically feasible in MP's sole discretion. The selected Renewable Generating unit's nameplate rating will be used in determining the size and number of renewable generation unit(s) to be allowed for installation based on the 2% calculation. In the case of wind generation, the customer is required to prepare a one year minimum meteorological study at the proposed generation site as well as meet all MP interconnection requirements before any units are actually installed. MP approval is required if the selected renewable generator(s) nameplate capacity exceeds the 2% calculation.

5. DISTRIBUTED GENERATION

SWLP will maintain the limited right to participate in any SWLP customer owned generation or purchase the power and energy from such facility in accordance with the requirements of the State of Wisconsin. MP and SWLP agree to work jointly on any such project of significant size.

6. RENEWABLE RESOURCE REQUIREMENTS

SWLP and MP agree to work together to obtain the Renewable Energy Percentage required to meet SWLP's obligation under the applicable laws of the State of Wisconsin through the Term of this Agreement. These requirements may be met through SWLP's participation in qualified renewable energy projects, or through the purchase or assignment of Renewable Resource Credits from Minnesota Power. All customer-owned Renewable Resource Credits will be applied first toward meeting their annual Renewable Energy Percentage, with the remaining coming from Minnesota Power.

7. LOAD GROWTH

If SWLP total native electrical load served by MP increases by more than 50,000 kW in any year, MP reserves the right to adjust its Electric Service and Rate (from those set forth above) to incorporate the additional incremental cost of obtaining power supply to serve such an increase. For additional power requirements in excess of 50,000 kW in any 12 month period MP must be notified. The additional power requirements in excess of 50,000 kW in any 12 month period will be subject to a Surcharge for a period of five years from the date a binding Commitment Agreement to take the power is signed by the Customer. The Surcharge will be assessed to cover the additional cost of obtaining such power supply in excess of Company's Basic Capacity and Energy Costs. The Surcharge will not be less than zero. MP will advise the customer of the Company's Basic Capacity Costs per kW and Energy Cost per kW 30 days prior to the beginning of each year

8. ADJUSTMENTS

There shall be added to the monthly bill the applicable proportionate part of any taxes and assessments imposed by any governmental authority in excess of those in effect July 1, 2011, which are assessed on the basis of meters or customers, or the price of or revenues from electric energy or service sold, or the volume of energy generated, transmitted or purchased for sale or sold.

9. SERVICE CONDITIONS

9.1 Type of Service. SWLP will take service from MP at three phase, 60 hertz, at one standard transmission voltage of 115,000 volts.

9.2 Point(s) of Delivery and Metering. The Points of Delivery are described in Exhibit C of this agreement. The measurements obtained at each point of delivery will be combined for billing purposes so as to produce the same quantities as measurements obtained by a single-metering installation. Combining the metering in this manner will provide SWLP the benefit of any diversity which exists between the points of delivery and produce the equivalent maximum 15-minute demands (kW and KVAR) as would have been produced through metering the entire load at one metering point.

9.3 Equipment Ownership. SWLP shall own, operate and maintain all facilities necessary to reach MP's available transmission line of adequate capacity to handle SWLP's electric service requirements. Such facilities include any transformers, regulators, protective devices and other equipment needed to deliver electricity at SWLP's utilization or distribution voltage.

9.4 Demand Waiver after System Outage. For billing purposes, MP will waive SWLP Generation Capacity Demands and Coincident Peak Demands for one hour after any complete SWLP system outage. . If such hour is coincident with the MP system peak, SWLP's load during the first hour thereafter will be considered the Coincident Peak Demand for billing purposes.

10. REGULATION AND JURISDICTION

Electric service shall be available from MP at the rates and under the terms and conditions set forth in this Agreement. SWLP agrees to cooperate without waiver of substantive rights all regulatory filings made by MP with the FERC to implement this Agreement.

The agreement and all the rates and charges herein are subject to approval, amendment and change by any regulatory body having jurisdiction thereof. Both MP and SWLP reserve the right to seek amendments, changes, increases or decreases in the rates and charges set forth herein, in accordance with law, from any regulatory body having jurisdiction thereof.

Nothing contained herein shall be construed as affecting in any way the right of the party furnishing service under this Agreement to unilaterally make application to the Federal Energy Regulatory Commission for a change in rates, charges, classification, or service, or any rule, regulation or contract relating thereto under Section 205 of the Federal Power Act and pursuant to the Commission's Rules and Regulations promulgated thereunder, or any other regulation or authority granted MP allowing the Company to change rates.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by the duly authorized signatories the 15 day of July, 2013.

SUPERIOR WATER LIGHT AND POWER COMPANY

By: Bethany M. Owen
Bethany Owen
Title: President

By: Paul M. Holt
Paul Holt
Title: Treasurer

MINNESOTA POWER

By: Patrick K. Miller

Title: Vice President - Marketing

Exhibit A
MINNESOTA POWER
REGULATIONS FOR WHOLESALE ELECTRIC SERVICE

Attached to and made part of agreement with

_____ Dated _____

PURPOSE AND CONTENTS

These Service Regulations govern the supplying and taking of electric service. The regulations are designed to provide each Customer the greatest practicable latitude in the use of service consistent with reliable, economical and safe service to all Customers.

These Service Regulations and Rate Schedule are on file in the Company's various offices, and copies are obtainable by any Customer upon request made in person, by telephone or by mail, at any office of the Company.

SECTION I—DEFINITIONS

The following expressions when used in these Service Regulations, in Rate Schedules and in Service Agreements, shall, unless otherwise indicated, have the meanings given below:

1. **Customer:** A municipality or other wholesale customer having Company's electric service at any specified location.

2. **Company:** Minnesota Power.

3. **Electric Service:** The supplying of electric power and energy, or its availability, irrespective of whether any electric power and energy is actually used. Supplying of service by Company consists of the maintaining by it, at the point of delivery, of approximately the agreed voltage and frequency by means of facilities adequate for carrying Customer's contracted load.

4. **Customer's Installation:** In general, all wiring and apparatus of any kind or nature on Customer's side of the point of delivery (except Company's meter installation), useful in connection with Customer's ability to take electric service.

5. **Point of Attachment:** Point of delivery defined by Contract or the point at which Company's conductors connect to Customer's service conductors or dead end insulators.

6. **Service Conductors:** The wires provided by the Customer extending from Customer's main line switch or center at which circuits originate, to the Point of Attachment.

7. **Month:** An interval of approximately thirty days between successive meter reading dates.

8. **Service Agreement:** The agreement or contract between Company and Customer pursuant to which service is supplied and taken.

9. **Notice:** Unless otherwise specified, a written notification delivered personally or mailed by one party to the other, the period of notice being computed from the date of such personal delivery or mailing.

10. **Meter:** The meter or meters, together with auxiliary devices, if any, constituting the complete installation needed to measure the power and energy supplied to any Customer's point of delivery.

11. **Customer Extension:** Any branch from, or continuation of, an existing line to the point of delivery to Customer, including increases in capacity of any of Company's existing facilities, or the changing of any line to meet the Customer's requirements, and including all transformers, service connection to Point of Attachment and meters.

SECTION II—SERVICE AGREEMENTS

12. **Company's Right to Cancel Service Agreement or to Suspend Service:** Company, in addition to all other legal remedies, may terminate the Service Agreement, or suspend delivery of service, for any default or breach of the Service Agreement by the Customer, but no such termination or suspension will be made by Company without five (5) days written notice to Customer, stating in what particular the Service Agreement has been violated, except in cases of unlawful or unauthorized use of service by Customer, or dangerous leakage or short circuit on Customer's side of the point of delivery, or in case of utilization by Customer of service in such manner as to cause danger to persons or property. Failure of Company at any time to either suspend delivery of service or to terminate the Service Agreement, or to resort to any other legal remedy, or its adoption of either one or the other of such alternatives, shall not affect Company's right to resort to any of such remedies for the same or any future default or breach by Customer.

13. **Successors and Assigns:** Service Agreements inure to the benefit of and are binding upon the respective heirs, legal representatives, successors and assigns of the parties thereto; but no assignment by Customer shall be binding upon Company until accepted in writing by the latter.

SECTION III—SUPPLYING AND TAKING OF SERVICE

14. **Continuity of Service:** Company will endeavor to provide continuous service but does not guarantee a constant supply of electric energy and shall not be liable to Customer for damages occasioned by interruption from any cause other than gross negligence of Company. The Company shall not be liable for any loss of profits or special or consequential damages resulting from the use of service or any interruption or disturbance of service.

In the event of power shortage any curtailment among Customers shall be made as nearly as practical pro rata without liability on the part of Company to any Customer affected.

15. **Suspension of Service for Repairs and Changes:** When necessary to make repairs to or changes in its lines or system, Company may, without incurring any liability therefor, suspend service for such periods as may be necessary, and in such manner as to minimize inconvenience to Customer.

16. **Customer's Responsibility:** Customer assumes all responsibility on Customer's side of the point of delivery for the service supplied or taken, as well as for the electrical installation and apparatus used in connection therewith, and shall save Company harmless from and against all claims for injury or damage to persons or property occasioned by or in any way resulting from such service or the use thereof on Customer's side of the point of delivery.

17. Right-of-Way: Customer shall, without compensation, make or procure satisfactory conveyance to Company of right-of-way for Company's lines necessary and incidental to the furnishing of service to Customer and for continuing or extending said lines over, under, across or through the property owned or controlled by Customer in a manner deemed appropriate by the Company.

18. Access to Premises: The duly authorized agents of Company shall have access at all reasonable hours to the premises of Customer for the purpose of inspecting wiring and apparatus, inspecting, maintaining and repairing lines over, under, across or through said premises, removing, replacing, or reconstructing Company's property, reading of meter and all other purposes incident to the supplying of service.

19. Location of Point of Attachment: Customer's Point of Attachment is to be located at a point readily accessible to Company's distribution mains. Customer shall install and maintain a Point of Attachment for Company's conductors. Said Point of Attachment shall be of sufficient mechanical strength to support the wind and ice loaded weight of the conductors and shall be located as determined by the Company.

SECTION IV—CUSTOMER'S INSTALLATION

20. Inspection by Company: Company retains the right, but does not assume the duty, to inspect Customer's installation at any time and will refuse to commence or to continue service whenever it does not consider such installation to be in good operating condition, but Company does not in any event assume any responsibility whatever in connection with such matters.

21. Changes in Installations: As Company's service conductors, transformers, meters, and other facilities used in supplying service to Customer have a definite limited capacity, Customer shall give notice to Company, and obtain Company's consent, before making any material changes or increases in Customer's installation. Company as promptly as possible after receipt of such notice will give its approval to the proposed change or increase, or will advise Customer upon what conditions service can be supplied for such change or increase. Failure to secure Company's approval shall make Customer liable for any damage to Company's facilities.

SECTION V—COMPANY'S INSTALLATION

22. Installation and Maintenance: Except as otherwise provided in these Service Regulations, in Service Agreements or Rate Schedules, Company will install and maintain its lines and equipment on its side of the point of delivery, but shall not be required to install or maintain any lines or equipment, except meters, on Customer's side of the point of delivery. Only Company's agents are authorized to connect Company's service drop to Customer's service entrance conductors and to connect Company's meters.

(a) Electrical Permit: The Company is prohibited from connecting its service conductors to Customer's conductors until permitted by the governmental authority having jurisdiction.

(b) Standard Connection: The ordinary method of connection between Company's distributing mains and Customer's service conductors will be by overhead wires. If Customer desires to have connection made in any other manner, special arrangements will be made between Customer and Company by which the connection will be made and maintained at Customer's expense.

(c) Suitable Space: The Customer shall provide at no cost to Company a suitable room or space for Company's transformers and equipment specifically used in providing service to Customer when such room or space is deemed necessary by Company.

23. Protection by Customer: Customer shall protect Company's wiring and apparatus on Customer's premises and shall permit no one except Company's agents or persons authorized by law to inspect or handle same. In the event of any loss or damage to such property of Company or other person caused by or arising out of carelessness, neglect or misuse by Customer or other unauthorized persons, the cost of making good such loss or repairing such damage shall be paid by Customer.

Company shall not be responsible to Customer or any other party because of any damage resulting from such installations which are not readily subject to inspection from the ground and the exterior of the premises, or from the meter location, unless Customer shall have notified Company of a condition which, in the reasonable opinion of the Customer, requires attention and the Company shall have had a reasonable time within which to inspect and, if necessary, repair the same.

24. Customer Extensions: The Company, at its own expense, makes extensions where the revenue therefrom is sufficient, in Company's opinion, to justify the necessary expenditure.

Where the Company cannot be assured that the term of service will be of sufficient duration, where unusual expenditures are necessary to supply service because of location, size or character of installation, or where area requirements of regulatory bodies may control, Customer shall make arrangements satisfactory to Company dependent upon the particular conditions of each situation.

25. Relocation of Facilities: Company will, at its discretion, alter, relocate or remove Company's facilities as may be requested in writing by Customer. Customer shall pay Company for all costs associated with such alteration, relocation or removal including any new facilities required to provide service after the alteration, relocation or removal.

Customers requesting the alteration, relocation, or removal shall pay the estimated cost for the change, less salvage, of the facilities required to effect such change prior to Company committing funds for the work. Where the actual cost is different from the estimated cost upon which the advance payment was based, as determined upon completion of the requested alteration, relocation or removal, Company will refund any excess payment made by Customer or render a bill for any additional amount due.

SECTION VI—METERING

26. Installation: Company shall furnish and install the necessary meter or meters, and Customer shall provide and maintain a location, free of expense and satisfactory to Company, all in accordance with Company's Metering Standards.

27. Evidence of Consumption: Unless proven to be inaccurate, the registration of Company's meter shall be accepted and received at all times and places as prima facie evidence of the amount of power and energy taken by Customer.

28. Tests: Company tests its meters and maintains their accuracy of registration in accordance with good practice. On request of Customer, Company will make a special test which will be done at the expense of the Company. If the Customer requests another test before the expiration of a twelve-month period, the Customer shall bear the cost of the test if the meter is found to be in error by less than 2%, fast or slow. The average registration accuracy of a meter is taken as the mean of full load (100% of rated load) accuracy, and light load (5-10% of rated load) accuracy. At Company's discretion, tests may be made under average load conditions.

SECTION VII—PARALLEL GENERATION

29. Design: The Seller's electric generating equipment shall be designed (1) to operate in synchronization with Company's system and (2) to automatically disconnect the facility from Company's system in the event Company's system becomes de-energized. All synchronizing and protective devices to accomplish this mode of operation shall be provided and maintained by Customer.

30. Disconnection: The Seller shall provide and maintain a manual, lockable disconnect switch providing a visible open and capable of isolating the Customer's generator from the Company's electrical system. This disconnect switch shall be readily accessible to Company personnel at all times, shall include a provision for padlocking it in the open position, and shall meet all other reasonable requirements established by Company.

31. Customer Responsibility: The Seller shall pay for the cost of rebuilding and/or modifying Company facilities to provide adequate capacity for the parallel generation system and adequate protection for the Company's electrical system.

SECTION VIII—BILLING

32. Billing Periods: Bills ordinarily are rendered regularly at monthly intervals, but may be rendered more or less frequently at Company's option. Non-receipt of bills by Customer does not release or diminish the obligation of Customer with respect to payment thereof.

33. Adjustment for Inaccurate Meter Registration: In the event that any routine or special test of a Company meter discloses its average accuracy of registration to be in error by more than 2%, fast or slow, Company will refund the overcharge for a fast meter or charge for electricity consumed, but not included in the bills previously rendered for a slow meter. The refund or charge for both fast and slow meters will be based on corrected meter readings for a period equal to one-half the time elapsed since the last previous test but not to exceed six (6) months, unless it can be established that the error was due to some cause, the date of which can be fixed with reasonable certainty, in which case the refund or charge will be computed to that date, but in no event for a period longer than one (1) year.

34. Delinquent Bills: Bills become delinquent if not paid on or before the past due date as shown on bill and service may be discontinued upon five (5) days written notice to Customer after becoming delinquent.

35. Unlawful Use of Service: In any case of tampering with meter installation or interfering with the proper functioning thereof or any other unlawful use or diversion of service by any person, or evidence of any such tampering, interfering, unlawful use or service diversion, Customer is liable to immediate discontinuance of service, without notice, and to prosecution under applicable laws, and Company shall be entitled to collect from Customer at the appropriate rate for all power and energy not recorded on the meter by reason of such tampering, interfering, or other unlawful use or service diversion (the amount of which may be estimated by Company from the best available data), and also for all expenses incurred by the Company on account of such unauthorized act or acts.

36. Charge for Restoring Service: If service to Customer is discontinued by Company for valid cause, then before service is restored, Customer shall pay Company all permitted costs of discontinuing and restoring service. There will be no charge for reconnection when service has been discontinued in the event of a condition determined to be hazardous to Customer, to other Customers of Company, to Company's equipment, or to the public.

If Customer requests that service be discontinued and subsequently requests restoration of same service within twelve (12) months of discontinuance, the charge for restoring service will be the sum of minimum bills during the elapsed period but not less than all costs of discontinuing and restoring service.

37. Selection of Schedule: If, for any cause a Service Agreement is entered into in which is specified a Rate Schedule not applicable to the class of service taken, on discovery of the error all bills rendered during the preceding twelve (12) months will be recalculated in accordance with the properly applicable Rate Schedule and Company will refund to Customer any amount due, or will bill Customer for any amount owed, as the case may be.

38. Proration of Bills: Bills for energy used during a billing period that is longer or shorter than the normal billing period by more than five (5) days shall be prorated on a daily basis, but no billing will be made for three (3) or less days when no energy is used. However, in no event will the total length of service between initial and final service be taken as less than one (1) month.

No bill will be prorated for change in operating level within the billing period.

SECTION IX—MISCELLANEOUS REGULATIONS

39. Conflicts: In case of conflict between any provision of these Service Regulations, Customer's Service Agreement or a Rate Schedule, the provision of the Service Agreement takes precedence, followed by the provision of the Rate Schedule.

40. **Regulations and Jurisdiction:** Electric service shall be available from Company at the rates and under the terms and conditions set forth in the currently applicable Rate Schedule or other superseding Rate Schedules in effect from time to time. All the rates and regulations referred to herein are subject to amendment and change by Company. Any such amendments or changes are subject to approval by the Federal Energy Regulatory Commission or succeeding authority.

Attachment B - ALLETE, Inc., d/b/a Minnesota Power
POWER SUPPLY FORMULA RATE

I. Generation Capacity Charge

a. The Estimated Generation Capacity Charge for the Service Year shall be determined in accordance with the formula in the supporting workpapers included herein as Appendices A-1 through A-18, using projected cost and load information for the calendar year in which the Service Year begins.
b. The Actual Generation Capacity Charge for the Service Year shall be determined in May of the following year using cost and load information reported in the FERC Form 1 for the calendar year in which the Service Year begins. The calculation will use average rate base balances for the specified calendar year.
c. The Generation Capacity Charge True-up Adjustment is any difference between the sum of the monthly billings for the Service Year based upon the Estimated Generation Capacity Charge and the Actual Generation Capacity Charge and shall be refunded to or collected from the Customer in equal six-month, twelve-month or lump-sum amounts in the monthly bills for July through June of the year following the Service Year. Any such refund by Company or payment by the Customer shall be increased by interest if a six- or twelve-month payment or refund plan is selected vs. a lump-sum payment or refund.

II. Base Energy Charge

a. The Estimated Base Energy Charge for the Service Year shall be determined in accordance with the formula in the supporting workpapers included herein as Appendices A-1 through A-18, using projected cost and load information for the calendar year in which the Service Year begins. It shall be the sum of two components, the Fuel and Purchased Power Base and the Non-fuel Energy Charge.
b. The Actual Base Energy Charge for the Service Year shall be determined in May of the following year using cost and load information reported in the FERC Form 1 for the calendar year in which the Service Year begins. Only the Non-fuel Energy Charge shall be subject to change in the annual true-up calculation. The Fuel and Purchased Power Base and resulting Monthly Energy Adjustments shall not change as a result of the annual true-up calculation.
c. The Non-fuel Energy Charge True-up Adjustment is any difference between the sum of the monthly billings for the Service Year based upon the Estimated Non-fuel Energy Charge and the Actual Non-fuel Energy Charge and shall be refunded to or collected from the Customer in equal six-month, twelve-month or lump-sum amounts in the monthly bills for July through June of the year following the Service Year. Any such refund by Company or payment by the Customer shall be increased by interest if a six- or

twelve-month payment plan or refund is selected vs. a lump sum payment or refund.

III. Monthly Energy Adjustment

a. The Monthly Energy Adjustment shall be calculated each month as the difference (positive or negative) between Company's monthly fuel and purchased power cost and the Fuel and Purchased Power Base.
b. The Estimated Monthly Energy Adjustment is calculated each month for the upcoming calendar year (e.g., calculated in December 2010 for January 2011 - December 2011) based on projected monthly fuel and purchased power costs. In the month immediately following the service month (e.g., August 2011 for July 2011), when the actual costs of fuel and purchased power are known, the actual Monthly Energy Adjustment will be calculated, and a true-up to the actual costs is either billed or credited to Customer on that month's bill.

IV. Changes to Formula Methodology

a. The Power Supply Formula Rate formulas will be revised to include recovery of costs associated with MP's required pension plan contributions at such time when the Minnesota Public Utilities Commission approves inclusion of such costs for retail customer rate recovery.

V. Cost of Capital

a. The Cost of Capital used to determine the rate of return on investment will be calculated using a return on equity ("ROE") of 10.38 percent and over the term of this agreement will change to match the ROE established by the most recent final order of the Minnesota Public Utilities Commission in any MP rate proceeding. The capital structure will be initially fixed at 41 percent debt and 59 percent equity.

ALLETE, Inc., d/b/a Minnesota Power

Power Supply Formula Rate Calculation (Attachment B)

Summary of Two Changes Effective July 1, 2013:

#1 Production Tax Credits:
The purpose of the change is to flow through Production Tax Credits (PTCs) being generated by Minnesota Power's new wind generation assets in North Dakota. Credits are a result of federal tax legislation to encourage investment in wind assets. The following pages changed to incorporate these credits:

Page A-2 Determination of Energy-Related Costs and Energy Charges
Line added: 10. A Production Tax Credit (PTCs) generated. Reference column: page A-17, L11, Col. 3

Page A-6 Production Related Electric Plant in Service, footnote e/ Accumulated Deferred Income Taxes, FERC accounts 281,282,283, and 190. Include in the total balance Account 190 Accumulated Deferred Income Taxes Assets-Other the balance related to PTCs.

Page A-17 Production Related Income Tax
Line 11 ITC and PTC Adjustment, added column "PTC".

#2 Eliminate Two Footnotes that are shown for Informational Purposes Only:

Page A-6 - last footnote on the page (after footnote h/) System column (1) line 13 Accumulated Deferred Taxes – for Informational purposes only– delete footnote in its entirety since it is not used in the calculation.

Page A-15.1, Depreciation Rates – depreciation percentages are listed by asset account numbers. Delete this footnote in its entirety since it is not used in the calculation.

Exhibit B

ALLETE, Inc., d/b/a Minnesota Power

TOC	Cost-based Formula Rate Calculation Table of Contents:
A-1	Determination of Demand-Related Costs and Generation Capacity Charges
A-2	Determination of Energy-Related Costs and Energy Charges
A-3, A-3.1	CP Demand with Losses and NCP Demand @ Meter
A-4	Off-System Sales/Revenue Credits
A-5, A-5.1	Return on Production Related Investment
A-6	Production Related Electric Plant in Service
A-7	Production Related General Plant Allocation
A-8	Production Related Cash Requirement
A-9	Production Related Materials & Supplies
A-10	Production Related Administrative & General Expense Allocation
A-11	Composite Cost of Capital
A-12	Long Term Debt
A-13	[Intentionally Left Blank]
A-14	Production O&M Expenses
A-14(a)	Classification of Fixed and Variable Production Expenses
A-15	Production Related Depreciation Expense
A-16	Production Related Taxes Other than Income Taxes (TOTI)
A-17	Production Related Income Tax
A-18	Computation of Effective Income Tax Rate

For the period July 1, 2XXX to June 30, 2XXX

Cost-based Formulas - ALLETE, Inc. d/b/a Minnesota Power
A-1
Determination of Demand-Related Costs and Generation Capacity Charges
Twelve Months Ended December 31, 2XXX___-Actual

		Reference		Demand Related						
1.	Return on Capital Investment	pg A-5, L 18, Col 2	$							
2.	Operation & Maintenance Expense	pg A-14, L 7, Col 2	$							
3.	Depreciation Expense	pg A-15, L 6, Col 2	$							
4.	Taxes Other than Income Taxes	pg A-16, L 9, Col 3	$							
5.	Income tax	pg A-17, L 7, Col 2	$							
6.	Subtotal	Sum L1 thru L5	$							
7.	Less: Off-System Sales/Revenue Credits	pg A-4, L 1, Col 2	$							
8.	Less: Ancillary Service Revenues	Note 1	$							
9.	Annual Production Fixed Cost	L6 - L7 - L8	$							
10.	Total 12 Months System Peaks	FERC 1, p. 401b, Col d		XX,XXX/MW			Municipals		SWLP	
11.	Demand Cost at Generation	L9 / L10 / 1,000	$		/kw	$		/kw	$	/kw
12.	CP Demand with Losses (60 minutes)	A-3 col. (g) L18 a, L19					XXX.XXX			XXX.XXX
13.	Annual Demand Revenue Requirements	L11 X L12				$		/kw	$	/kw
14.	NCP Demand @ Meter Note 2	A-3.1 col (a) L18 a, L19					XXX.XXX			XXX.XXX
15.	Generation Capacity Cost	L13/L14				$		/kw	$	/kw
16.	Plus: Customer related Costs not in Cust. Charge	Docket ER08-397 Stmt BL						$0.15/kw		$0.10/kw
17.	Generation Capacity Charge					$		/kw	$	/kw

Note 1: Line 8 Ancillary Service Revenue for Municipal customers, SWL&P & Dahlberg from MP's OATT or equivalent MISO rate.

Note 2: Line 14 - Budgeted NCP Demand at Meter is based 60 min NCP. Actuals will be on 15 min NCP as reported in the FERC Form 1. CP Demand w/losses is 60 minutes for actuals and budgets.

Cost-based Formulas - ALLETE, Inc. d/b/a Minnesota Power
A-2
Determination of Energy-Related Costs and Energy Charges
Twelve Months Ended December 31, 2XXX___-Actual

		Reference	Energy Related
	Fuel & Purchased Power Base		
1.	Total fuel	pg A-14, L 10, Col 4	$
2.	Purchased power (555)	pg A-14, L 1, Col 4	$
3.	Subtotal fuel & purchased power	L1 + L2	$
4.	Less: Off-System Sales/Revenue Credits	pg A-4, L 1, Col 3	$
5.	Total Fuel & Purchased Power Base	L3 - L4	$
	Non-Fuel Energy Charge		
6.	Non-fuel energy production expense	pg A-14, L 4, Col 3	$
7.	Administrative and general expense	pg A-10, L 19, Col 5	$
8.	Return on capital investment	pg A-5, L 18, Col 3	$
9.	Depreciation Expense	pg A-15, L 6, Col 3	$
10.	Income tax	pg A-17, L 7, Col 3	$
10.A	Less: Production Tax Credit (PTC) generated	pg A-17, L11, Col 3	$
11.	Total Non-Fuel Energy Charge	Sum (L6:L10)	$
12.	Net MWh generated and purchased, less MWh sold	FERC 1, p. 401 a & b	XX,XXX,XXX/Mwh
13.	Non-Fuel Energy Charge	L11 / L12 / 1,000	.XXXX/kwh
14.	Fuel and Purchased Power Base	L5 / L12 / 1,000	.XXXX/kwh
15	Combined Non-Fuel Energy & Fuel/Purchased Power Base	L13 + L14	.XXXX/kwh

Cost-based Formulas - ALLETE, Inc. d/b/a Minnesota Power

A-3

ALLETE, Inc., d/b/a Minnesota Power
Cost-Based Formulas A-3
Demand Responsibility for Power Supply Costs Based on 12-Month Average CP Demands (MW)
2XXX

Line (No)		Lowest Level of Allocation (kV)	Demand at Meter (a)	Lowest Level of Allocation: Losses to Meter Point (b)	Lowest Level of Allocation: Demand at LLA (c)	Power Supply Transmission: Losses on Dist Bulk Del (d)	Power Supply Transmission: Demand at Trans (e)	Power Supply Production: Losses on Trans Sys (f)	Power Supply Production: Demand at Prod (g)
Group A - Full Requirement Customers									
1	Buhl	##	#.###	#.###	#.###	#.###	#.###	#.###	#.###
2	Gilbert	##	#.###	#.###	#.###	#.###	#.###	#.###	#.###
3	Keewatin	##	#.###	#.###	#.###	#.###	#.###	#.###	#.###
4	Mountain Iron	##	#.###	#.###	#.###	#.###	#.###	#.###	#.###
5	Nashwauk	##	#.###	#.###	#.###	#.###	#.###	#.###	#.###
6	Pierz	##	#.###	#.###	#.###	#.###	#.###	#.###	#.###
7	Randall	##	#.###	#.###	#.###	#.###	#.###	#.###	#.###
8	Biwabik	##	#.###	#.###	#.###	#.###	#.###	#.###	#.###
9	Ely	##	#.###	#.###	#.###	#.###	#.###	#.###	#.###
10	Aitkin	PST	#.###	#.###	#.###	#.###	#.###	#.###	#.###
11	Brainerd	PST	##.###	##.###	##.###	##.###	##.###	##.###	##.###
12	Grand Rapids	PST	##.###	##.###	##.###	##.###	##.###	##.###	##.###
13	Hibbing	PST	##.###	##.###	##.###	##.###	##.###	##.###	##.###
14	Proctor	PST	#.###	#.###	#.###	#.###	#.###	#.###	#.###
15	Two Harbors	PST	#.###	#.###	#.###	#.###	#.###	#.###	#.###
16	Virginia	PST	##.###	##.###	##.###	##.###	##.###	##.###	##.###
17	Group A - Total		###.###	###.###	###.###	###.###	###.###	###.###	###.###
Group B - Private Utilities									
18	Superior Water, Light & Power Company	PST	##.###	##.###	##.###	##.###	##.###	##.###	##.###
19	Group B - Total		##.###	##.###	##.###	##.###	##.###	##.###	##.###

Notes:
Demand at LLA (c) = (a) + (b).
Demand at Trans (e) = (c) + (d).
Demand at Prod (g) = (e) + (f).
Demand loss factors:
Secondary (%) @ 0.68
Line Transf (%) @ 1.69
Primary (%) @ 3.93
Distribution Subs (%) @ 0.33
Dist Bulk Delivery (%) @ 1.48
Transmission (%) @ 4.89
Transmission losses supplied through MISO and not allocated here.

Cost-based Formulas - ALLETE, Inc. d/b/a Minnesota Power

A-3.1

ALLETE, Inc., d/b/a Minnesota Power
Cost-Based Formulas A-3.1
2XXX Actual 12-Month Average NCP (15-min) Demands (MW)

Line (No)		Lowest Level of Allocation (kV)	NCP Demand at Meter (a)	Lowest Level of Allocation: Losses to Meter Point (b)	Lowest Level of Allocation: Demand at LLA (c)	Power Supply Transmission: Losses on Dist Bulk Del (d)	Power Supply Transmission: Demand at Trans (e)	Power Supply Production: Losses on Trans Sys (f)	Power Supply Production: Demand at Prod (g)
Group A - Full Requirement Customers									
1	Buhl	##	#.###	#.###	#.###	#.###	#.###	#.###	#.###
2	Gilbert	##	#.###	#.###	#.###	#.###	#.###	#.###	#.###
3	Keewatin	##	#.###	#.###	#.###	#.###	#.###	#.###	#.###
4	Mountain Iron	##	#.###	#.###	#.###	#.###	#.###	#.###	#.###
5	Nashwauk	##	#.###	#.###	#.###	#.###	#.###	#.###	#.###
6	Pierz	##	#.###	#.###	#.###	#.###	#.###	#.###	#.###
7	Randall	##	#.###	#.###	#.###	#.###	#.###	#.###	#.###
8	Biwabik	##	#.###	#.###	#.###	#.###	#.###	#.###	#.###
9	Ely	##	#.###	#.###	#.###	#.###	#.###	#.###	#.###
10	Aitkin	PST	#.###	#.###	#.###	#.###	#.###	#.###	#.###
11	Brainerd	PST	##.###	##.###	##.###	##.###	##.###	##.###	##.###
12	Grand Rapids	PST	##.###	##.###	##.###	##.###	##.###	##.###	##.###
13	Hibbing	PST	##.###	##.###	##.###	##.###	##.###	##.###	##.###
14	Proctor	PST	#.###	#.###	#.###	#.###	#.###	#.###	#.###
15	Two Harbors	PST	#.###	#.###	#.###	#.###	#.###	#.###	#.###
16	Virginia	PST	##.###	##.###	##.###	##.###	##.###	##.###	##.###
17	Group A - Total		###.###	###.###	###.###	###.###	###.###	###.###	###.###
Group B - Private Utilities									
18	Superior Water, Light & Power Company	PST	##.###	##.###	##.###	##.###	##.###	##.###	##.###
19	Group B - Total		##.###	##.###	##.###	##.###	##.###	##.###	##.###

Notes:
Demand at LLA (c) = (a) + (b).
Demand at Trans (e) = (c) + (d).
Demand at Prod (g) = (e) + (f).
Demand loss factors:
- Secondary (%) @ 0.68
- Line Transf (%) @ 1.69
- Primary (%) @ 3.93
- Distribution Subs (%) @ 0.33
- Dist Bulk Delivery (%) @ 1.48
- Transmission (%) @ 4.89

Transmission losses supplied through MISO and not allocated here.

Cost-based Formulas
A-4
Off-System Sales/Revenue Credits
Twelve Months Ended December 31, 2XXX___-Actual

	Ref.	Production		
		Total	Demand	Energy
1. Off-System Sales Revenues/Revenue Credits	a/	$	$	$

a/ See FERC Form 1 p 311.1 subtotal line non-RQ, column h. Also includes industrial economy, non-firm, and interruptible sales.

Economy Energy:	2XXX
Boise	$
Blandin	$
Sappi	$
Silver Bay	$
Total Economy Energy	$
Total other energy	$
Total off system sale	$

Cost-based Formulas - ALLETE, Inc. d/b/a Minnesota Power
A-5
Return on Production Related Investment
Twelve Months Ended December 31, 2XXX___-Actual

		Ref.	Production Total	Production Demand	Production Energy
1.	Electric plant				
2.	Gross plant in service	pg A-6, L 6, Col 2	$	$	$
3.	Accumulated depreciation	pg A-6, L 12, Col 2	$	$	$
4.	Accumulated Deferred Taxes	pg A-6, L 13, Col 2	$	$	-
5.	Net plant in service	L2 + L3 + L4	$	$	$
6.	ARO (net 2300 & 1832)	c/	$	$	-
7.	Construction work in progress a/	A-5.1	$	$	-
8.	Subtotal - Electric Plant	L5 + L6 + L7	$	$	$
9.	Working capital				
10.	Materials & supplies				
11.	Fuel	pg A-9, L 2	$	-	$
12.	Non-fuel	pg A-9, L 4	$	$	-
13.	Total M&S	L11 + L12	$	$	-
14.	Prepayments b/	b/	$	$	$
15.	Cash requirements	pg A-8, L11	$	$	$
16.	Total investment	L8 + L13 thru L15	$	$	$
17.	Composite cost of capital	pg A-11, L 4, Col 4		%	%	%
18.	Return on investment	L16 X L17	$	$	$

a/ Production amount only - "X #" Major 100% pollution control projects at page A-5.1.

b/ Classified and functionalized using General Pl

Prepayments	2XXX AVG Ending Bal		
FERC-1 p.111 L57	$		
A-7 line 16		%	Demand Related
Total Prepayments	$	%	$

c/ ARO Average Balance L6	12/31/2XXX	12/31/2XXX	Average Balance
FERC Form 1- p 112 line 34	$	$	$
FERC Form 1- p 232 line 3	$	$	$
Total above line 6	$	$	$

Cost-based Formulas

A-5.1

Construction Work in Progress

For Thirteen Months Ending December 31, 2XXX

Line No.	Month	BEC 4 Environmental Proj. # 103698	Less AFUDC	Net BEC 4 Environmental
1	December 2XXX	$	$	$
3	January 2XXX	$	$	$
5	February	$	$	$
7	March	$	$	$
9	April	$	$	$
11	May	$	$	$
13	June	$	$	$
15	July	$	$	$
17	August	$	$	$
19	September	$	$	$
21	October	$	$	$
23	November	$	$	$
25	December 2XXX	$	$	$
	Average	$	$	$
	100% Pollution Control		$	

Cost-based Formulas - ALLETE, Inc. d/b/a Minnesota Power
A-6
Production Related Electric Plant in Service
Twelve Months Ended December 31, 2XXX___-Actual

			Production			
			System	Total	Demand	Energy
			(1)	(2)	(3)	(4)
1.	Gross plant in service					
2.	Plant in service, excl G&I & Non-regulate	a/	$	$	$	-
3.	Plant in service		$	$	$	-
4.	GSUs included in accts 353 & 362 above	f/	$	$	$ -	
5.	General & intangible	pg A-7, L 18	$	$	$	$
6.	Total Adj. Gross Plant	L3 thru L 5	$	$	$	$
7.	Gross Plant allocator	L6/L6	%	%	%	%
8.	Accumulated Depreciation & Amortization					
9.	Plant in service, excl G&I & Non-regulate	c and h/	$	$	$	-
10.	GSUs included in accts 353 & 362 above	f	$	$	$	
11.	General & intangible	b/	$	$	$	$
12.	Total Adj. Accum. Deprec. & Amort.	L9+L10+L11	$	$	$	$
13.	Accumulated Deferred Taxes	e/	$ -	$	$	-

a/ Gross plant in service is the average of beginning and ending balances (FERC-1, p 206 & 207). See footnote g below.

b/ % from P A-7, L16

c/ Accumulated depreciation is the average of beginning and ending balances (FERC-1, p 219)

e/FERC accounts 281,282, 283 and 190 adjusted to exclude retail related deferred taxes and FAS 109 and FAS 133 deferred taxes.

Directly assigned demand related based on statements AF & AG and general plant allocated on gross plant.

Direct assignment Production only #281 tax credits	$	
#282 prop. tax	$	
#283-other cr	$	ADIT pension related liability removed
Total Deferred Income Tax Credits -production	$	
Direct assignment Production only #190	$	
Net accumulated deferred taxes 100% Production	$	
General Plant 281,282,283 total net of #190	$	
Allocation gross plant factor	%	
Net accumulated deferred taxes 100% Production	$	
Total Deferred Income Tax 100% demand	$	

f/ See FERC Form 1 p 206 Transmission Plant acct #353 transmission station equipment and acct #362 distribution station equipment.

These accounts contain generation step-up transformers (GSU's) located at MP's generating stations are sub functionalized to production demand and energy.

AVG acct #353	$
AVG acct #362	$
Total AVG GSU's Assets	$
Accum.depr.GSU's	$

g/ Plant in service is adjusted for non-regulated pla		System Column 1 above	Production Only Column 2 above
Average plant in service, excluding G&I	$		
less average non-regulated plant	$		
Plant in service, excl G&I & Non-regulate	$		

h/Accumulated Depreciation adjusted for non-regulated plant:

Plant in Service, excl. G & I	$	
less average accum deprec. non-regulated plant	$	
Total Adj. Accum. Deprec. & Amort.	$	

Cost-based Formulas - ALLETE, Inc. d/b/a Minnesota Power
A-7
Production Related General Plant Allocation
Twelve Months Ended December 31, 2XXX___-Actual

		General plant accounts 101 and 106				
	Total system	Allocator	Production	Demand	Energy	
1. General plant FERC Form 1 p 206 Lines 86-96						
2. 389 Land and land rights.	$					
3. 390 Structures and improvements.	$					
4. 391 Office furniture and equipment.	$					
5. 392 Transportation equipment.	$					
6. 393 Stores equipment.	$					
7. 394 Tools, shop and garage equipment.	$					
8. 395 Laboratory equipment.	$					
9. 396 Power operated equipment.	$					
10. 397 Communication equipment.	$					
11. 398 Miscellaneous equipment.	$					
12. Subtotal a/	$		% $	$	$	
13. Percent of subtotal		%	$	$	$	
14. 399 Other tangible property L-97		-			%	%
15. Total general plant	$			-	- $	
16. Percent of total		%		%	%	%
17. Intangible plant	$	FERC-1 p.204 L 5	$	$	$	
18. General and intangible plant	$		$	$	$	

a/ FERC-1, p. 354:Production payroll/Total payroll excl. A&G

b/ Allocation between demand and energy on production payroll:

Total production payroll	$		
Total production payroll-demand related	$		
		%	*

* "Total production payroll-demand related " is classified by FERC O&M acct numbers between demand and energy based on established FERC methodology used in rate cases. See separate file "2XXX labor only O&M.xls" for individual FERC. account classification between demand and energy.

Cost-based Formulas - ALLETE, Inc. d/b/a Minnesota Power
A-8
Production Related Cash Requirement
Twelve Months Ended December 31, 2XXX___-Actual

			Production	
	Ref	Amount	Demand	Energy
1. Fuel expense	pg A14, L10	$	-	$
2.				
3. Purchased power	pg A14, L1	$	$	$
4.				
5. Total O&M excluding fuel	pg A14, L5	$	$	$
6. Other O&M expenses (excl. fuel/purch power)	L5 - L3	$	$	$
7. Other O&M expenses cash requirements	L 6 * 1/8	$	$	$
8. Other cash requirements	L7	$	$	$
9. Administrative & general expense-	pg A10, L 19	$	$	$
10. A&G Cash requirements	L 9 * 1/8	$	$	$
11. Total Cash requirements	L8 + L10	$	$	$

Cost-based Formulas - ALLETE, Inc. d/b/a Minnesota Power
A-9
Production Related Materials & Supplies
Twelve Months Ended December 31, 2XXX___-Actual

	Reference	System	Allocator	Production	Demand	Energy
1. Materials & supplies						
2. Fuel - average balance a/	FERC-1 p.110 L 45	$	%	$	-	$
3. Plant materials (154) average balance b/	FERC-1 p.110 L 48	$	FERC-1 p 227	$	$	
4. Total non-fuel plant materials	line 3	$		$	$	-
5. Total materials & supplies	L2 + L3	$		$	$	$

a/ FERC account 151 excluding non-regulated. Average balance calculated by taking 12-31-XX balance (beginning balance) and 12-31-XX (ending balance) and dividing by 2.

b/ FERC account 154, excluding non-regulated materials. Average balance is calculated by taking 12-31-XX (beginning balance) and 12-31-XX (ending balance) and dividing by 2. See below:

	12/31/XX	12/31/XX	Avg Balance
Fuel Stock Inventory p 110 L 45	$	$	$
Plant Materials p 227 L7	$	$	$
deduct non-regulated sch p 227 p 450.1	$	$	$
Net Reg. Plant Materials	$	$	$

Cost-based Formulas - ALLETE, Inc. d/b/a Minnesota Power
A-10
Production Related Administrative & General Expense Allocation
Twelve Months Ended December 31, 2XXX___-Actual

		Reference		System (1)	Allocator (2)	Production (3)	Demand (4)	Energy (5)
1.	Administrative & general expense-							
2.	Operations:							
3.	920 Administrative and general salaries.	FERC-1 p.323 L 181	$					
4.	921 Office supplies and expenses.	FERC-1 p.323 L 182	$					
5.	922 Administrative expenses transferred— Credit.	FERC-1 p.323 L 183	$					
6.	923 Outside services employed.	FERC-1 p.323 L 184	$					
7.	925 Injuries and damages.	FERC-1 p.323 L 186	$					
8.	926 Employee pensions and benefits.	FERC-1 p.323 L 187	$					
9.	927 Franchise requirements.	FERC-1 p.323 L 188	$					
10.	929 Duplicate charges—Credit.	FERC-1 p.323 L 190	$					
11.	930.1 General advertising expenses.	FERC-1 p.323 L 191	$					
12.	930.2 Misc. general expense	FERC-1 p.323 L 192	$					
13.	931 Rents.	FERC-1 p.323 L 193	$					
14.	Subtotal a/	subtotal L3 to L13	$		%	$	$	$
15.	924 Property insurance.	FERC-1 p.323 L 185	$		%	$	$	$
16.	928 Regulatory commission expenses.	FERC-1 p.323 L 189	$		assigned	$	$	
17.	Reg comm exp FERC annual assessment	FERC-1, p. 351		-		-	-	
18.	935 Maintenance of general plant.	FERC-1 p.323 L 196	$		%	$	$	$
19.	Total	total L14 to L18	$			$	$	$

a/ General plant allocator based on production payroll at page A-7 line 12.

Cost-based Formulas - ALLETE, Inc. d/b/a Minnesota Power
A-11
Composite Cost of Capital
Twelve Months Ended December 31, 2XXX___-Actual

		Total company		
		Fixed	Cost	Wtd cost
	Reference	(2)	(3)	(4)
1. Long term debt	pg A-12	41%	%	%
2. Preferred stock		0%		%
3. Common equity	Note 1 below	59%	%	%
4. Total		100%		%

New customer contracts effective 7-1-2011 include a lower ROE of 10.38%. Not retroactive to Jan. 1, 2011.

Cost of Capital

The Cost of Capital used to determine the rate of return on investment will be calculated using a return on equity (ROE) that is matches the retail rate until June 30, 2019.
The capital structure will be fixed at 41% debt and 59% equity until June 30, 2019.

Cost-based Formulas - ALLETE, Inc. d/b/a Minnesota Power
A-12
Long Term Debt
Twelve Months Ended December 31, 2XXX___- Actual

		Debt Balances	
		Average Balance	
1. Total Long-term Debt	FERC-1 p.112 L 24 [(c)+(d)]/2	$	
2. Interest on Long-term Debt	FERC-1 p.117 L 62 col c	$	
3. Amort. Of Debt Disc. And Expense	FERC-1 p.117 L 63 col c	$	
4. Amortization of Loss on Reacquired Debt	FERC-1 p.117 L 64 col c	$	
5. Amort. Of Premium on Debt-Credit	FERC-1 p.117 L 65 col c	$	
6. Total Interest	L2+L3+L4+L5	$	
7. Cost of Long-term debt	L6/L1		%

Cost-based Formulas - ALLETE, Inc. d/b/a Minnesota Power
A-14
Production O&M Expenses
Twelve Months Ended December 31, 2XXX___-Actual

			Total company	Fixed	Variable	
					Non-fuel	Fuel
			(1)	(2)	(3)	(4)
1	555 Purchased power b/	FERC-1, p.327	$	$		$
2	556 System control and load dispatching.	FERC-1, p.321 L77	$	$		
3	557 Other expenses.	FERC-1, p.321 L78	$	$		
4	Other production expenses	pg A-14(a)	$	$	$	
5	Total production excluding fuel used in generation	L1 + L2 + L3 + L4	$	$	$	-
6	A&G expenses	pg A-10 L19 col (3)	$	$	$	-
7	Total O&M, excluding fuel	L5 + L6	$	$	$	-
8	501 Fuel a/	FERC-1 p.320 L 5	$			$
9	Less Gains on Disposition of Allowance	FERC-1 p 114 L 22	$			$
10	Total Fuel	L8 + L9	$		-	- $
11	Total Production O&M	L7 + L10	$	$	$	$

a/ FERC account 501, excluding non-regulated:

FERC Form 1, p. 320, line 5 Fuel	$
deducted non regulated fuel expense	$
Total regulated fuel expense at line 8 abov	$

b/Purchased power at page 327 is energy charges plus lines 11 + 14 other charges col (l) .

Cost-based Formulas - ALLETE, Inc. d/b/a Minnesota Power
A-14(a)
Classification of Fixed and Variable Production Expenses
Twelve Months Ended December 31, 2XXX___-Actual

			Demand	Energy
1	FERC-1 p.320 L 4	500 Operation supervision and engineering.	$	
2	FERC-1 p.320 L 5	501 Fuel		xx
3	FERC-1 p.320 L 5	501 Fuel-handling		
4	FERC-1 p.320 L 5	501 Fuel-sale of fly ash		
5	FERC-1 p.320 L 6	502 Steam expenses	$	
6	FERC-1 p.320 L 7	503 Steam from other sources.		$
7	FERC-1 p.320 L 8	504 Steam transferred—Credit.		
8	FERC-1 p.320 L 9	505 Electric expenses	$	
9	FERC-1 p.320 L 10	506 Miscellaneous steam power expenses	$	
10	FERC-1 p.320 L 11	507 Rents	-	
11	FERC-1 p.320 L 12	509 Allowances.		
12	FERC-1 p.114 L 22	Less: 411.8 Gains from Disposition of allowances		xx
13	FERC-1 p.114 L 23	Plus: 411.9 Losses from Disposition of allowances		xx
14	FERC-1 p.320 L 15	510 Maintenance supervision and engineering		$
15	FERC-1 p.320 L 16	511 Maintenance of structures	$	
16	FERC-1 p.320 L 17	512 Maintenance of boiler plant		$
17	FERC-1 p.320 L 18	513 Maintenance of electric plant		$
18	FERC-1 p.320 L 19	514 Maintenance of miscellaneous steam plant	$	
19		Total steam power generation		
20	FERC-1 p.320 L 24	517 Operation supervision and engineering		
21	FERC-1 p.320 L 26	519 Coolants and water		
22	FERC-1 p.320 L 27	520 Steam expenses		
23	FERC-1 p.320 L 28	521 Steam from other sources		
24	FERC-1 p.320 L 29	522 Steam transferred—Credit.		
25	FERC-1 p.320 L 30	523 Electric expenses		
26	FERC-1 p.320 L 31	524 Miscellaneous nuclear power expenses		
27	FERC-1 p.320 L32	525 Rents		
28		Total nuclear operating		
29	FERC-1 p.320 L 35	528 Maintenance supervision and engineering		
30	FERC-1 p.320 L 36	529 Maintenance of structures		
31	FERC-1 p.320 L 37	530 Maintenance of reactor plant equipment		
32	FERC-1 p.320 L 38	531 Maintenance of electric plant		
33	FERC-1 p.320 L 39	532 Maintenance of miscellaneous nuclear plant		
34		Total nuclear maintenance		
35	FERC-1 p.320 L 44	535 Operation supervision and engineering.	$	
36	FERC-1 p.320 L 45	536 Water for power.	-	
37	FERC-1 p.320 L 46	537 Hydraulic expenses	$	
38	FERC-1 p.320 L 47	538 Electric expenses	-	
39	FERC-1 p.320 L 48	539 Miscellaneous hydraulic power generation expenses	$	
40	FERC-1 p.320 L 49	540 Rents.		
41	FERC-1 p.320 L 53	541 Maintenance supervision and engineering	$	
42	FERC-1 p.320 L 54	542 Maintenance of structures	$	
43	FERC-1 p.320 L 56	543 Maintenance of reservoirs, dams and waterways	$	
44	FERC-1 p.320 L 58	544 Maintenance of electric plant		$
45	FERC-1 p.320 L 57	545 Maintenance of miscellaneous hydraulic plant	$	
46		Total hydraulic		
47	FERC-1 p.321 L 62	546 Operation supervision and engineering.	$	
48	FERC-1 p.321 L 63	547 Fuel.		$
49	FERC-1 p.321 L 64	548 Generation expenses		
50	FERC-1 p.321 L 65	549 Miscellaneous other power generation expenses	$	
51	FERC-1 p.321 L 66	550 Rents.	$	
52	FERC-1 p.321 L 69	551 Maintenance supervision and engineering	$	
53	FERC-1 p.321 L 70	552 Maintenance of structures	$	
54	FERC-1 p.321 L 71	553 Maintenance of generating and electric plant	$	
55	FERC-1 p.321 L 72	554 Maintenance of miscellaneous other power generation plant	$	
56	FERC-1 p.321 L 74	Total other power generation		
57	FERC-1 p.320 L 76	555 Purchased power.	xx	xx
58	FERC-1 p.320 L 77	556 System control and load dispatching	xx	
59	FERC-1 p.320 L 78	557 Other expenses.	xx	
60	L1 to L59	Total Demand and Total Energy	$	$

Cost-based Formulas - ALLETE, Inc. d/b/a Minnesota Power
A-15
Production Related Depreciation Expense
Twelve Months Ended December 31, 2XXX___-Actual

		Reference	Regulated Production related	Demand	Energy
1	Steam production (net of non-regulated utility)	FERC-1 p.336 L 2 (f)	$	$	
2	Other production (Hydro & Wind)	FERC-1 p.336 L 4 + 6 (f)	$	$	
3	Subtotal	L1 + L2	$	$	-
4	Production related G&I plant	a/	$	$	$
5	GSU-related depreciation expense	Actual @ b/	$	$	-
6	Total production depreciation expense.	L3 + L4 + L5	$	$	$

a/	General & Intangible Plant Depreciation Expense	FERC-1 p.336 (f) L 1+10	$	includes $	amortization intangible
	Allocator from General Plant A-7	A-7 line 12	%		
	Production Related General & Intangible Deprec Exp.		$		

b/	GSU's 20XX Depreciation Expense		$
			$
		Total	$

Cost-based Formulas - ALLETE, Inc. d/b/a Minnesota Power
A-16
Production Related Taxes Other than Income Taxes (TOTI)
Twelve Months Ended December 31, 2XXX___-Actual

Line	Description	Reference		System (1)	Allocator (2)		Production (3)
1	Unemployment	FERC -1, p 263 line 3+8 col (i)					
2	FICA	FERC -1, p 263 line 2 col (i)					
3	Total taxes related to wages & salaries	L1+ L2	$		%	$	
4	Real and personal property tax	Direct assignment Prod.	$		assigned	$	
5	MN Wind Assessment on production	Direct assignment Prod.	$		100%	$	
6	MN Air Quality Emission Fee	Direct assignment Prod.	$		100%	$	
7	Total taxes related to property & Other	L4 +L5 +L6	$			$	
8	Total taxes other than income taxes	L3 + L7	$				
9	Total TOTI	sum above	$			$	
10	Difference	L9-L11			-		
11	Total TOTI	FERC-1 p.114 L 14	$				

(1) System - FERC-1, p. 262-263
(2) Allocator:
Total taxes related to wages & salaries - Wages & salaries - A-7

Line 4 Real and personal property taxes are related to production only

Steam	$
Hydro	$
Wind	$
Total Production	$

Cost-based Formulas - ALLETE, Inc. d/b/a Minnesota Power
A-17
Production Related Income Tax
Twelve Months Ended December 31, 2XXX___-Actual

Line	Description	Reference	Total (1)	Demand (2)	Energy (3)
1	Total Rate Base Investment	pg A-5, L16	$	$	$
2	Weighted return on L T Debt + Equity	pg A-18	%	%	%
3	Return	L1 X L2	$	$	$
4	Combined income tax factor	pg A-18	$	$	$
5	Subtotal	L3 X L4	$	$	$
6	ITC Adjustment	line 11 below	$	$	$
7	Total Income Tax		$	$	$
8	Amortized Investment Tax Credit				PTC
9	1/(1 - T) from line 1 @ A-18		1.7056		1.7056
10	Amortized Investment Tax Credit	Ref @ Note 1	$		$
11	ITC and PTC Adjustment	L9 * L10	$		$

Note 1: This calculation method is consistent with FERC approved MISO Attachment O.

Note 1: FERC Form 1 p 266, column (f) line 8 less transmission and distribution related ITC.

Total Company ITC	$
Less Transmission and Distribut	$
Net Production related ITC	$

Cost-based Formulas - ALLETE, Inc. d/b/a Minnesota Power
A-18
Computation of Effective Income Tax Rate
Twelve Months Ended December 31, 2XXX___-Actual

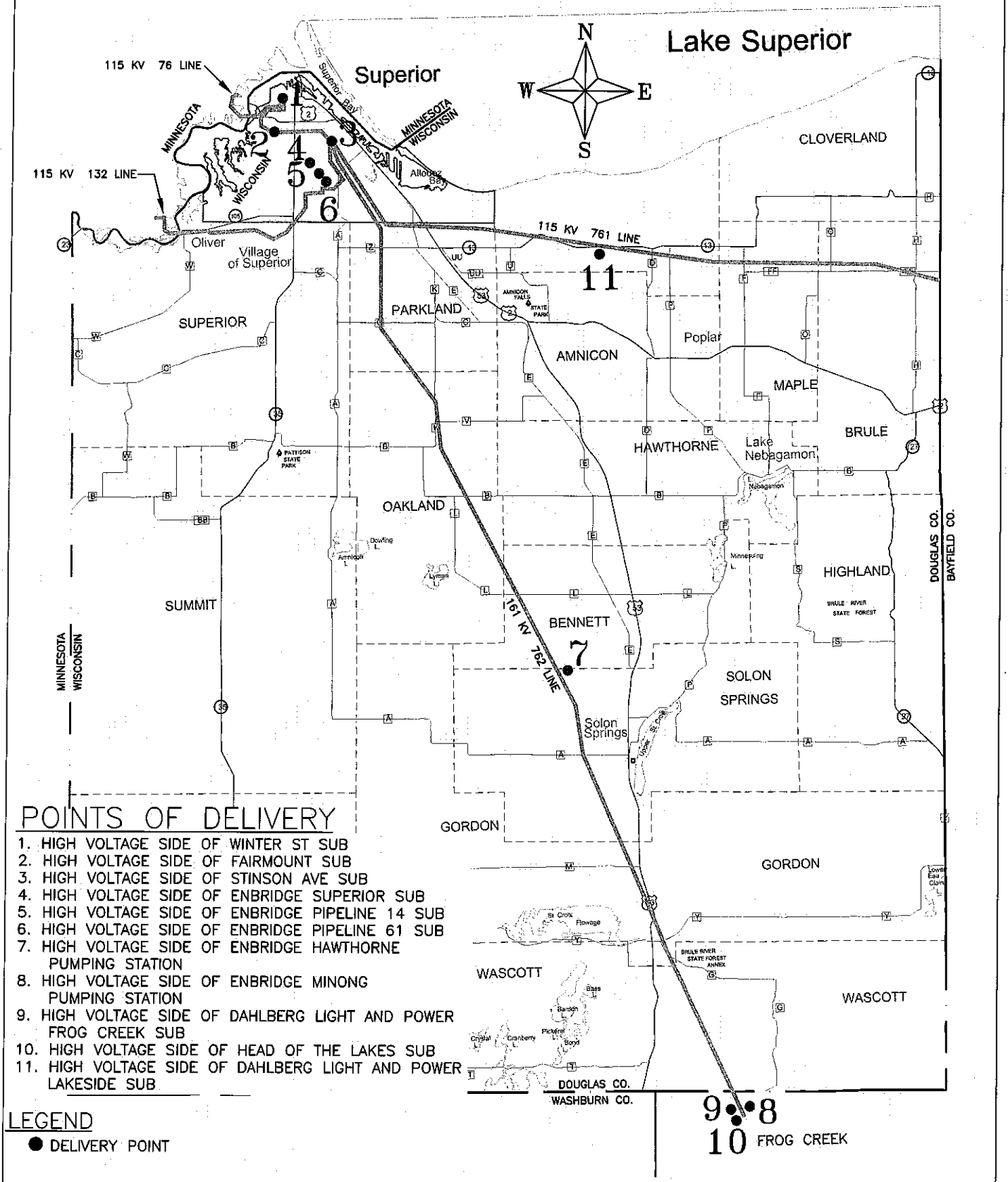
Tax Calculation from Transmission Formula:

1	T=1 - {[(1 - SIT) * (1 - FIT)] / (1 - SIT * FIT * p)} =	41.37%
2	CIT=(T/1-T) * (1-(WCLTD/R)) =	%
	where WCLTD=(A-11, line 1 col 4) and where	
	R= (A-11, line 4 col 4)	
	and where FIT, SIT & p are as given below.	
	1 / (1 - T) = (from first line of tax calc)	

where FIT rate =	0.3500
where SIT rate =	0.0980
where p= (percentage of federal income tax deductible for state purpo	0.0000
where WCLTD = (A-11, line 1. Weighted Cost Long Term Debt)	%
where R = (A-11 line 4. Total weighted cost long term debt + equity)	%

Note: The above method is consistent with the MISO Schedule O calculation of Effective Income Tax Rate and the Combined Income Tax Factor.

Exhibit C



POINTS OF DELIVERY

1. HIGH VOLTAGE SIDE OF WINTER ST SUB
2. HIGH VOLTAGE SIDE OF FAIRMOUNT SUB
3. HIGH VOLTAGE SIDE OF STINSON AVE SUB
4. HIGH VOLTAGE SIDE OF ENBRIDGE SUPERIOR SUB
5. HIGH VOLTAGE SIDE OF ENBRIDGE PIPELINE 14 SUB
6. HIGH VOLTAGE SIDE OF ENBRIDGE PIPELINE 61 SUB
7. HIGH VOLTAGE SIDE OF ENBRIDGE HAWTHORNE PUMPING STATION
8. HIGH VOLTAGE SIDE OF ENBRIDGE MINONG PUMPING STATION
9. HIGH VOLTAGE SIDE OF DAHLBERG LIGHT AND POWER FROG CREEK SUB
10. HIGH VOLTAGE SIDE OF HEAD OF THE LAKES SUB
11. HIGH VOLTAGE SIDE OF DAHLBERG LIGHT AND POWER LAKESIDE SUB

LEGEND

● DELIVERY POINT

DRAWN RMB	DATE 4-23-08	SUPERIOR WATER, LIGHT & POWER SUPERIOR, WISCONSIN	SWLP/MN POWER TRANSMISSION LEASE AGREEMENT 2013 POINTS OF DELIVERY	DRAWING NUMBER EXHIBIT A
SCALE NOT TO SCALE				SHEET 3 OF 3
UPDATED BY BJK				REVISED 7-19-2013

Attachment 3

VERIFICATION

STATE OF MINNESOTA)
) ss
COUNTY OF ST. LOUIS)

Donald W. Stellmaker, being first duly sworn, deposes and says that he is the Vice President – Corporate Treasurer of ALLETE, Inc.; that he has read the foregoing Petition and knows the contents thereof; that he has read the Restated Electric Service Agreement attached hereto as Attachment 2; and that, the statements in the Petition and the copies of the Agreement are true and correct to the best of his knowledge and belief.

Donald W. Stellmaker

Subscribed and sworn to before me
this 21st day of October, 2013

Kristie J Lindstrom
Notary Public, State of Minnesota

KRISTIE J. LINDSTROM
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2015

STATE OF MINNESOTA	)	AFFIDAVIT OF SERVICE VIA
	) ss	ELECTRONIC FILING
COUNTY OF ST. LOUIS	)	

Kristie Lindstrom of the City of Duluth, County of St. Louis, State of Minnesota, says that on the 21st day of October, 2013, she served Minnesota Power's Petition for Approval of an Affiliated Interest with Superior Water, Light and Power Company to the Minnesota Public Utilities Commission and the Energy Resources Division of the Minnesota Department of Commerce via electronic filing. The remaining parties on the attached service list were served as so indicated on the list.

/s/ Kristie Lindstrom

Subscribed and sworn to before
me this 21st day of October, 2013.

/s/ Sheryl A Miskowski

Notary Public - Minnesota
My Commission Expires Jan. 31, 2015

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Christopher	Anderson	canderson@allete.com	Minnesota Power	30 W Superior St Duluth, MN 558022191	Electronic Service	Yes	GEN_SL_Minnesota Power_GEN_SL_Minnesota Power_Minnesota Power General Service List
Julia	Anderson	Julia.Anderson@ag.state.mn.us	Office of the Attorney General-DOC	1800 BRM Tower 445 Minnesota St St. Paul, MN 551012134	Electronic Service	Yes	GEN_SL_Minnesota Power_GEN_SL_Minnesota Power_Minnesota Power General Service List
Sharon	Ferguson	sharon.ferguson@state.mn.us	Department of Commerce	85 7th Place E Ste 500 Saint Paul, MN 551012198	Electronic Service	Yes	GEN_SL_Minnesota Power_GEN_SL_Minnesota Power_Minnesota Power General Service List
Elizabeth	Goodpaster	bgoodpaster@mncenter.org	MN Center for Environmental Advocacy	Suite 206 26 East Exchange Street St. Paul, MN 551011667	Electronic Service	No	GEN_SL_Minnesota Power_GEN_SL_Minnesota Power_Minnesota Power General Service List
Burl W.	Haar	burl.haar@state.mn.us	Public Utilities Commission	Suite 350 121 7th Place East St. Paul, MN 551012147	Electronic Service	No	GEN_SL_Minnesota Power_GEN_SL_Minnesota Power_Minnesota Power General Service List
Margaret	Hodnik	mhodnik@mnpower.com	Minnesota Power	30 West Superior Street Duluth, MN 55802	Electronic Service	No	GEN_SL_Minnesota Power_GEN_SL_Minnesota Power_Minnesota Power General Service List
Lori	Hoyum	lhoyum@mnpower.com	Minnesota Power	30 West Superior Street Duluth, MN 55802	Electronic Service	No	GEN_SL_Minnesota Power_GEN_SL_Minnesota Power_Minnesota Power General Service List
Michael	Krikava	mkrikava@briggs.com	Briggs And Morgan, P.A.	2200 IDS Center 80 S 8th St Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Minnesota Power_GEN_SL_Minnesota Power_Minnesota Power General Service List
Douglas	Larson	dlarson@dakotaelectric.com	Dakota Electric Association	4300 220th St W Farmington, MN 55024	Electronic Service	No	GEN_SL_Minnesota Power_GEN_SL_Minnesota Power_Minnesota Power General Service List
James D.	Larson	james.larson@avantenergy.com	Avant Energy Services	220 S 6th St Ste 1300 Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Minnesota Power_GEN_SL_Minnesota Power_Minnesota Power General Service List
John	Lindell	agorud.ecf@ag.state.mn.us	Office of the Attorney General-RUD	1400 BRM Tower 445 Minnesota St St. Paul, MN 551012130	Electronic Service	Yes	GEN_SL_Minnesota Power_GEN_SL_Minnesota Power_Minnesota Power General Service List

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Susan	Ludwig	sludwig@mnpower.com	Minnesota Power	30 West Superior Street Duluth, MN 55802	Electronic Service	No	GEN_SL_Minnesota Power_GEN_SL_Minnesota Power_Minnesota Power General Service List
Pam	Marshall	pam@energycents.org	Energy CENTS Coalition	823 7th St E St. Paul, MN 55106	Paper Service	No	GEN_SL_Minnesota Power_GEN_SL_Minnesota Power_Minnesota Power General Service List
David	Moeller	dmoeller@allete.com	Minnesota Power	30 W Superior St Duluth, MN 558022093	Electronic Service	Yes	GEN_SL_Minnesota Power_GEN_SL_Minnesota Power_Minnesota Power General Service List
Andrew	Moratzka	apmoratzka@stoel.com	Stoel Rives LLP	33 South Sixth Street Suite 4200 Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Minnesota Power_GEN_SL_Minnesota Power_Minnesota Power General Service List
Thomas	Scharff	thomas.scharff@newpagecorp.com	New Page Corporation	P.O. Box 8050 610 High Street Wisconsin Rapids, WI 544958050	Electronic Service	No	GEN_SL_Minnesota Power_GEN_SL_Minnesota Power_Minnesota Power General Service List
Ron	Spangler, Jr.	rlspangler@otpco.com	Otter Tail Power Company	215 So. Cascade St. PO Box 496 Fergus Falls, MN 565380496	Electronic Service	No	GEN_SL_Minnesota Power_GEN_SL_Minnesota Power_Minnesota Power General Service List
Eric	Swanson	eswanson@winthrop.com	Winthrop Weinstine	225 S 6th St Ste 3500 Capella Tower Minneapolis, MN 554024629	Electronic Service	No	GEN_SL_Minnesota Power_GEN_SL_Minnesota Power_Minnesota Power General Service List
Karen	Turnboom	karen.turnboom@newpagecorp.com	NewPage Corporation	100 Central Avenue Duluth, MN 55807	Electronic Service	No	GEN_SL_Minnesota Power_GEN_SL_Minnesota Power_Minnesota Power General Service List
Laurance R.	Waldoch		Lindquist & Vennum	4200 IDS Center 80 South 8th Street Minneapolis, MN 554022274	Paper Service	No	GEN_SL_Minnesota Power_GEN_SL_Minnesota Power_Minnesota Power General Service List