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July 30, 2015

VIA ELECTRONIC FILING

Mr. Daniel P. Wolf, Executive Secretary
MN Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, MN 55101-2147

RE: Minnesota Power's Petition for Approval of Affiliated Interests Between
ALLETE, Inc. and ALLETE Clean Energy
Docket No: E015/AI-15-_____

Dear Mr. Wolf:

Please find attached for filing with the Minnesota Public Utilities Commission ("Commission") Minnesota Power's Petition for Approval of Affiliated Interests Between ALLETE and ALLETE Clean Energy.

Yours truly,

Christopher D. Anderson

CDA:sr
Enc.

**STATE OF MINNESOTA
BEFORE THE
MINNESOTA PUBLIC UTILITIES COMMISSION**

In the Matter of Minnesota Power's
Petition for Approval of
Affiliate Interest Between
ALLETE and ALLETE
Clean Energy

Docket No. E-015/AI-15-____
PETITION FOR APPROVAL

SUMMARY OF FILING

Minnesota Power hereby files this Petition seeking Minnesota Statute 216B.48 authorization for a new Lease Agreement between ALLETE Clean Energy and ALLETE for office space in Duluth, Minnesota.

**STATE OF MINNESOTA
BEFORE THE
MINNESOTA PUBLIC UTILITIES COMMISSION**

In the Matter of Minnesota Power's
Petition for Approval of
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ALLETE and ALLETE
Clean Energy

Docket No. E-015/AI-15-____
PETITION FOR APPROVAL

I. Introduction

ALLETE Clean Energy was organized on July 27, 2011 to serve as an independent, second-tier subsidiary that intends to acquire or develop generation projects throughout North America that deliver energy with minimal environmental impact. ALLETE Clean Energy is a Federal Energy Regulatory Commission (FERC) jurisdictional utility marketing energy in the national wholesale energy market, and is a non-regulated (not retail rate regulated) entity subject to state affiliate interest regulations to the extent it has or will deal with ALLETE.

ALLETE Clean Energy was authorized by the Commission to lease its administrative business office space from ALLETE in Docket No. E015/AI-11-868 via an Order issued June 23, 2012. Since that time, ALLETE Clean Energy has grown such that the former space has become unworkable, and has moved across Superior Street to the Lake Superior Place building (which is also owned by ALLETE). The resulting new office space lease is subject to Minnesota Statute 216B.48.

II. Background on ALLETE Clean Energy

ALLETE Clean Energy has been successfully executing its growth strategy since being formed in 2011. ALLETE Clean Energy aimed at acquiring or developing capital projects that create energy solutions by way of wind, solar, biomass, hydro, natural gas, shale resources, clean coal technology and other emerging energy innovations.

In January 2014, ALLETE Clean Energy acquired wind energy facilities located in Lake Benton, Minnesota (Lake Benton), Storm Lake, Iowa (Storm Lake II) and Condon, Oregon (Condon) from The AES Corporation (AES) for \$26.9 million.

Lake Benton, Storm Lake II and Condon have 104 MW, 77 MW and 50 MW of generating capability, respectively. Lake Benton and Storm Lake II began commercial operations in 1999, while Condon began operations in 2002. All three wind energy facilities have PPAs in place for their entire output, which expire in various years between 2019 and 2032.

In November 2014, ALLETE Clean Energy acquired a business for \$27.0 million to develop a wind facility near Hettinger, North Dakota. ALLETE Clean Energy is developing and constructing a 107 MW wind facility consisting of 43 turbines, which was approved to be sold to Montana-Dakota Utilities by the North Dakota Public Service Commission on June 30, 2015 for approximately \$200 million. Construction is expected to be completed in December 2015.

In December 2014, ALLETE Clean Energy acquired a wind energy facility in Storm Lake, Iowa (Storm Lake I) from NRG Energy, Inc. for \$15.1 million. Storm Lake I has 108 MW of generating capability and is located adjacent to Storm Lake II. The wind energy facility began commercial operations in 1999 and has a PPA in place for its entire output which expires in 2018.

On April 15, 2015, ALLETE Clean Energy acquired wind energy facilities in southern Minnesota (Chanarambie/Viking) from EDF Energy Holdings Limited for \$47.9 million, subject to a working capital adjustment. The facilities have 97.5 MW of generating capability and are located near our Lake Benton facility. The wind energy facilities began commercial operations in 2003 and have PPAs in place for their entire output, which expire in 2018 (12 MW) and 2023 (85.5 MW).

On July 1, 2015, ALLETE Clean Energy acquired a wind energy facility located near Troy, Pennsylvania (Armenia Mountain) from The AES Corporation (AES) and a non-controlling interest from a minority shareholder for \$108.0 million, plus the assumption of existing debt. The agreement with AES is subject to a purchase price adjustment. The facility has 100.5 MW of generating capability, began commercial operations in 2009, and has PPAs in place for its entire output, which expire in 2025.

ALLETE Clean Energy was established as a “non-regulated” (not retail rate regulated) renewable business and as a separate subsidiary from the Minnesota Power operating division that is part of ALLETE. ALLETE Clean Energy has obtained market based rate authority as a public utility under FERC regulations, and the majority of its wind farm facilities qualify as exempt wholesale generators (EWGs) under FERC regulations. ALLETE Clean Energy’s renewable energy developments have been separate and distinct from any Minnesota Power project and are held in a separate corporate structure; no energy or capacity from the ALLETE Clean Energy developments have been utilized by Minnesota Power ratepayers.

In order to ensure that there is adequate separation of business activities and ensure that there is no co-mingling of regulated and non-regulated resources, services provided by ALLETE personnel to ALLETE Clean Energy have been tracked through specific work orders with direct costs charged to ALLETE Clean Energy. Minnesota Power’s Cost Allocation and Accounting Methodology Docket procedures govern the allocation of costs and direct charges to ALLETE Clean Energy. That allocation methodology has been consistently reported to the Commission in the annual compliance

filing in the Cost Allocation and Accounting Methodology Docket. In addition, FERC regulations have been adhered to relating to the separation of a marketing affiliate from a regulated utility operation. It is for that reason that ALLETE Clean Energy entered into a separate lease agreement within the General Office Building in Duluth to ensure that there is a separate location, separate computer services and separate file systems available to ALLETE Clean Energy. The attached Lease Agreement supersedes the original lease arrangement between the parties.

III. Procedural Matters

A. General Filing Information

Pursuant to Minn. rule 7829.1300, Minnesota Power provides the following required general filing information.

1. Summary of Filing (Minn. Rule 7829.1300, subp.1)

A one-paragraph summary accompanies this Petition.

2. Service on Other Parties (Minn. Rule 7829.1300, subp. 2)

Pursuant to Minn. Stat. §216.17, subd. 3 and Minn. Rules 7829.1300, subp. 2, Minnesota Power eFiles the Petition on the Minnesota Department of Commerce – Division of Energy Security and the Residential Utilities Division of the Office of Attorney General. A summary of the filing prepared in accordance with Minn. Rules 7829.1300, subp. 1 is being served on Minnesota Power’s general service list.

3. Name, Address and Telephone Number of Utility (Minn. Rule 7829.1300, subp. 4(A))

Minnesota Power
30 West Superior Street
Duluth, MN 55802
(218) 722-2641

4. Name, Address and Telephone Number of Utility Attorney (Minn. Rule 7829.1300, subp. 4(B))

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canderson@allete.com

5. Date of Filing and Date Proposed Rate Takes Effect (Minn. Rule 7829.1300, subp. 4(C))

Minnesota Power makes this filing on July 30, 2015. There is no requirement for an effective date of the Commission's Order in this Docket.

6. Statute Controlling Schedule for Processing the Filing (Minn, Rule 7829.1300, subp. 4(D))

Minnesota Statute 216B.48.

7. Utility Employee Responsible for Filing (Minn. Rule 7829.1300, subp. 4(E))

Herbert G. Minke
Director, Regulatory Affairs
Minnesota Power
30 West Superior Street
Duluth, MN 55802
(218) 723-3919
hminke@mnpower.com

8. Impact on Rates and Services (Minn. Rule 7829.1300, subp. 4(F))

This request will have no effect on Minnesota Power's base rates.

9. Service List (Minn. Rule 7829.0700)

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IV. Affiliate Interest Requirements

A. A heading that identifies the type of transaction.

The affiliate interests that this Petition seeks authorization for a new Lease Agreement between ALLETE Clean Energy and ALLETE for office space in Duluth, Minnesota.

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

The affiliated parties under this Petition are ALLETE, Inc. and its wholly owned second-tier subsidiary ALLETE Clean Energy, Inc.

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

ALLETE Clean Energy has entered into a standard commercial lease with ALLETE, Inc. for 5,540 square feet of office space in the Lake Superior Place Building at 21 West Superior Street in Duluth. This lease was not subject to bidding because there is abundant office space available in downtown Duluth, and ALLETE Clean Energy is paying a similar rate as other third-party leaseholders in the building. The lease is a ten-year term beginning July 1, 2015 and terminating on June 30, 2025. The initial monthly rent is \$6,925 per month. This amount may be increased pursuant to a Consumer Price Index amount annually each July 1, beginning in 2016. The lease agreement is virtually identical to other third party lease agreements entered into by ALLETE for use of space within its General Office Building and Lake Superior Place. Like all other third-party leases in the two buildings, ALLETE's contracted property manager

(Oneida Realty Company) assisted the Company in negotiating the lease terms and provided the justification for the reasonableness of this market rate arrived at for the leased space.

D. 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.

The Commission previously approved (in part) an affiliate interest agreement between ALLETE and ALLETE Clean Energy, which included the original office space lease between the parties, in Docket No. E015/AI-11-868 via an Order issued June 23, 2012.

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

The Lease Agreement allows ALLETE to lease space available in its Lake Superior Place building on a long-term basis at a market rate with no negative impact on Minnesota power ratepayers. ALLETE Clean Energy also vacates current space within the General Office Building for any growth or expansion of Minnesota Power or other corporate activity. The lease further facilitates the separation of office space and employee interaction and activities pursuant to FERC regulations, while retaining the positive aspect of sharing an IT network and lowering certain “common costs” across the ALLETE enterprise.

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

The lease is a ten-year term beginning July 1, 2015 and terminating on June 30, 2025. The initial monthly rent is \$6,925 per month. This amount may be increased pursuant to a Consumer Price Index amount annually each July 1, beginning in 2016. This lease was not subject to bidding because there is abundant office space available in downtown Duluth, and ALLETE Clean Energy is paying a similar rate as other third-party

leaseholders in the building, and in downtown Duluth in general. Like all other third-party leases in the two buildings, ALLETE's contracted property manager (Oneida Realty Company) assisted the Company in negotiating the lease terms and provided the justification for the reasonableness of this market rate arrived at for the leased space.

- G. 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.**

There are no goods or services being acquired by Minnesota Power from ALLETE Clean Energy under this requirement of the Commission's rules. The lease agreement is at a market rate consistent with other tenants in the Minnesota Power General Office Building, Lake Superior Place and downtown Duluth.

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

This Petition includes an executed copy of the Lease Agreement between ALLETE Clean Energy and ALLETE.

- I. 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.**

ALLETE Clean Energy has not and will not have any access to Minnesota Power's customer information or demographic information. Such information is not required in the course of performance under the Agreement. All relations with utility customers continue to be directly maintained by Minnesota Power notwithstanding the existence of, or interaction with, ALLETE Clean Energy.

- J. The filing must be verified.**

A verification of this Petition is attached hereto.

VIII. Conclusion

Minnesota Power requests the Commission approve the Lease Agreement between ALLETE Clean Energy and ALLETE for separate office space within the Lake Superior Place building at 21 West Superior Street in Duluth, Minnesota. This Petition has established that the lease is at a market rate negotiated by a third-party, that there will be no negative impact on Minnesota Power or its customers as a result of the agreement, and that the clear separation in business operations between the two companies will be adhered to in satisfaction of the public interest standard.

Dated: July 30, 2015

Respectfully submitted,



Christopher D. Anderson
Associate General Counsel
Minnesota Power
30 W. Superior Street
Duluth, MN 55802

**LEASE
AGREEMENT**

THIS LEASE AGREEMENT, (the "Lease") effective as of the 1st day of May, 2015, by and between ALLETE, Inc., f/k/a Minnesota Power & Light Company, (hereinafter referred to as "Lessor"), and ALLETE Clean Energy, Inc., (hereinafter referred to as "Lessee").

WITNESSETH:

1. **PREMISES & TERMS:** In consideration of the obligation of Lessee to pay rent as herein provided, and in consideration of the other terms, provisions and covenants hereof, Lessor hereby demises and leases to Lessee, and Lessee hereby takes from Lessor, certain premises (hereinafter referred to as the "Leased Premises") situated within the County of St. Louis, State of Minnesota, consisting of approximately 5,540 square feet of net rentable area as outlined in red on the floor plans attached hereto as Exhibit A and made a part hereof on the 2nd floor of the building commonly known as **Lake Superior Place**, (hereinafter referred to as the "Building") located at 21 West Superior Street, together with all rights, privileges, easements, appurtenances and immunities belonging to or in any way pertaining to the Leased Premises, and together with the right to use in common with Lessor and other Lessees in the Building, and its and their employees, agents, representatives and invitees, any common areas and facilities of the Building.

To have and to hold for a term of 10 years, commencing on the 1st day of May, 2015, and ending on the 30th day of April, 2025. Lessee and Lessor each have the right to terminate this Lease upon six (6) months' prior written notice to the other party during the term of this Lease. Lessee acknowledges that it has inspected the Leased Premises and accepts them in their present condition as suitable for the purpose for which they are leased, and further acknowledges that no representations as to the repair of the Leased Premises nor promises to alter, remodel or improve the Leased Premises have been made by Lessor.

Lessee shall notify Lessor in writing of its intention to (1) renew this Lease or, (2) vacate at the termination date, as the case may be, one hundred twenty (120) days prior to the termination date of this Lease.

2. **RENT:** Lessee shall pay to the Lessor as a monthly rent for said premises \$6,925.00, said monthly rent to be paid in advance on the first day of each and every month commencing July 1, 2015 through the initial term (except as provided in Section 9) and on the first day of each and every month during any extended terms (if an extended term is mutually agreed to by Lessor and Lessee), at the office and to the order of ONEIDA REALTY COMPANY at 1605 Alworth Building, Duluth, Minnesota 55802, or at such other place as may from time to time be designated by the Lessor in writing. A prorated monthly installment shall be paid at the then current rate for any fraction of a month if the term shall begin on any day except for the first day or shall be terminated on any day except the last day of any month.

3. **ADJUSTMENTS TO RENT:** Starting May 1, 2016 and continuing on May 1st of each year thereafter, Lessor shall have the right to increase the base rent by the same percentage increase in the CPI - U (Consumer Price Index for all urban consumers and for urban wage earners), or a similar index if the CPI - U has been discontinued, from the preceding year.

4. **USE:** The Leased Premises shall be used for the purpose of General Business Office and storage only. No part of the Leased Premises shall be used for any purpose which constitutes a nuisance or which is illegal, offensive, termed extra hazardous by insurance companies or which may make void or voidable any insurance on the Building or which may increase the premiums therefore, or which will interfere with the general safety, comfort and convenience of the Lessor and other Lessees of the Building. There shall be no sale of food or beverages by any means without the prior written consent of Lessor. Lessee shall not permit intoxicating liquors to be kept or sold in the Leased Premises.

5. **BUSINESS HOURS:** Usual business hours as used herein shall mean the hours between 7:00 A.M. and 6:00 P.M., Monday through Friday, and between 8:00 A.M. and 1:00 P.M. Saturday, holidays excepted. All persons entering or leaving the Building between the hours of 6:00 P.M. and 7:00 A.M., Monday through Friday, or after 1:00 P.M. Saturday, or anytime on Sundays or holidays, may be required to do so under such regulations as the Lessor may impose.

The Lessor may exclude or expel any peddler.

6. **REPAIRS BY LESSOR:** Lessor shall at its expense maintain the roof, foundation and the structural soundness of the exterior walls of the Building, heating, air conditioning, plumbing, elevator and electrical systems located within, the Leased Premises, in good repair, reasonable wear and tear excepted. Lessee shall repair and pay for any damage caused by the act or negligence of Lessee or Lessee's employees, agents, representatives or invitees, or caused by Lessee's default hereunder. Lessee shall immediately give Lessor written notice of defect or need for repairs, after which Lessor shall have reasonable opportunity to repair same or cure such defect. Lessor's liability hereunder shall be limited to the cost of such repairs or curing such defect.

7. **REPAIRS BY LESSEE:** Lessee shall at its own cost and expense maintain all other parts of the Leased Premises in good repair, reasonable wear and tear excepted, and shall take good care of the Leased Premises and its fixtures and permit no waste. Lessee will keep the whole of the Leased Premises in a clean, sanitary and safe condition, and will at the expiration of the term of this Lease or other termination of the term of this Lease, surrender the same to Lessor, broom clean, and in the same order and condition as they were in at the commencement of the term of this Lease, reasonable wear and tear excepted.

8. **ALTERATIONS BY LESSOR:** Lessee shall permit Lessor to make such alterations, renovations, improvements, restorations and/or repairs as, in the judgment of Lessor, may be deemed necessary or desirable for the Leased Premises, for any other premises in the Building, or for the Building itself (including access to distribution systems above the ceiling of the Leased Premises). Lessor shall use reasonable efforts to not unreasonably interfere with the conduct of Lessees' business, but Lessor shall in no event be liable to Lessee for any damages in connection with such entry.

9. **ALTERATIONS BY LESSEE:** Lessee at its sole cost and expense will make alterations to the Leased Premises during the month of May 2015 (the "Initial Alterations"). Such Initial Alterations will be reviewed with Lessor and are subject to Lessor's consent. The completed Initial Alterations will be as depicted on the schematic attached as Exhibit B. Lessor will not charge Lessee rent for the month of May 2015.

Lessee shall not make any alterations of or additions to, the Leased Premises without the prior written consent of Lessor. Lessee will not permit any mechanics', laborers' or materialmen's liens to stand against the Leased Premises or the Building for any labor or material furnished to or for the account of Lessee, or claimed to have been so furnished in connection with any work performed or claimed to have been performed in, on or about the Leased Premises.

All movable office furnishings and trade fixtures installed by Lessee may be removed by Lessee at the termination of this Lease if Lessee so elects, and shall be removed if required by Lessor. All such removals and restoration shall be accomplished in a good and workmanlike manner so as not to damage the primary structure or structural qualities of the Leased Premises. Personal property remaining in the Leased Premises at the expiration or termination of the term of this Lease shall be deemed abandoned, and Lessor may dispose of the same as Lessor deems expedient.

Notwithstanding anything to the contrary contained in this Lease, Lessor shall in all events have the right to prescribe the weight and position of any safes and other heavy equipment placed in or on the Leased Premises by Lessee. Any and all damage or injury to the Leased Premises or the Building caused by moving the property of Lessee in or out of the Leased Premises, or due to the same being in or on the Leased Premises, shall be repaired by Lessee at its sole cost and expense. No equipment, fixtures, furniture or other bulky matter will be received into or carried in the Building, except in or at such places and in such manner as are approved by Lessor, and all moving of Lessee's property in or out of the Leased Premises shall be done only under the direct control and supervision of Lessor; provided, however, that Lessor shall not be responsible for any damage to, or charges for moving such property.

10. **SIGNS:** The Lessee shall not display, inscribe, print, maintain, or affix on any place in or about the Building any sign, notice, legend, direction, figure or advertisement, except on the doors of the Leased Premises and on the Building Directory, and then only such name(s) and matter, and in such color, size, style, place and materials, as shall first have been approved by the Lessor. The listing of any name other than that of the Lessee, whether on the doors of the Leased

Premises, on the Building Directory, or otherwise, shall not operate to vest any right or interest in this Lease or in the Leased Premises or be deemed to be written consent of the Lessor, it being expressly understood that any such listing is a privilege extended by Lessor revocable at will by written notice to Lessee. Lessor shall designate all sources furnishing sign painting and lettering, used on the Leased Premises or in the Building. The Lessor also reserves the right to name the Building and to change the name or street address of the Building. Further, Lessor shall have the right to install and maintain a sign or signs on the exterior or interior of the Building.

11. **ACCESS BY LESSOR:** Lessor, its agents and representatives shall be entitled to keep pass keys to the Leased Premises and shall have the right to enter and inspect the Leased Premises at any time for the purpose of ascertaining the condition thereof or in order to make such repairs as may be required to be made by Lessor under the terms of this Lease or as Lessor may deem necessary. During the period that is six (6) months prior to the end of the term hereof, Lessor and Lessor's agents and representatives shall have the right to enter the Leased Premises at reasonable times for the purpose of showing the Leased Premises and shall have the right to erect on the Leased Premises a suitable sign indicating that the Leased Premises are available. Any such entry by Lessor shall never be deemed an eviction or disturbance of Lessee's possession of the Leased Premises, or render Lessor liable to Lessee for damages, or relieve Lessee from the performance of Lessee's obligations under this Lease. The right of entry reserved shall not be deemed to impose any greater obligation on Lessor to clean, maintain, repair or change the Leased Premises than is specifically provided in this Lease. The Lessor, its agents and representatives may at any time in case of emergency enter the Leased Premises and do such acts as Lessor may deem proper in order to protect the Leased Premises, the Building, or any occupants of the Building.

12. **UTILITIES AND SERVICES:**

a. **AIR CONDITIONING AND HEAT:** Lessor shall furnish air conditioning, and heat for normal purposes only, to provide in Lessor's judgment comfortable occupancy Monday through Friday from 7:00 A.M. to 6:00 P.M. and Saturday between 8:00 A.M. and 1:00 P.M., holidays excepted. Lessee agrees not to use any apparatus or device, in or upon or about the Leased Premises, which in any way may increase the amount of such services usually furnished or supplied to the Leased Premises, and Lessee further agrees not to connect any apparatus or device with the conduits or pipes, or other means by which such services are supplied, for the purpose of using additional or unusual amounts of such services, without written consent of Lessor. Should Lessee use such services to excess or request the use of such services at other than operating hours listed above, Lessor reserves the right to charge for such services. The charge shall be payable as additional rental. Should Lessee fail to make payment upon demand of Lessor, such failure shall constitute a breach of the obligation to pay rent under this Lease and shall entitle Lessor to the rights hereinafter granted for such breach.

b. **ELECTRICAL SERVICE:** Lessor shall maintain electrical facilities to provide sufficient power for lighting, typewriters and other office machines of similar low electrical consumption, for which power the Lessee shall pay to Lessor such amounts determined under Section 12.h., in addition to the monthly rent. Lessor shall have no obligation to provide electricity required for electronic data processing equipment, special lighting in excess of building standard, and any other item of electrical equipment which (singly) consumes more than .5 kilowatts per hour at rated capacity or requires a voltage other than one hundred twenty (120) volts single phase; and provided that if the installation of said electrical equipment requires additional air conditioning capacity above that provided by the building standard system, then the additional air conditioning installation and operating costs will be the obligation of Lessee. It is understood that Lessee will use reasonable judgment in preventing waste.

c. **LIGHTING:** Lessee agrees to reimburse Lessor for the cost and expense of maintaining and replacing lamps, bulbs, starters and ballasts within the Leased Premises.

d. **KEYS OR MAGNETIC CARDS:** Lessor shall furnish Lessee up to thirty (30) keys or magnetic cards for each corridor door entering the Leased Premises, and additional keys or magnetic cards ordered by Lessee at a charge by Lessor. All such keys or magnetic cards shall remain the property of Lessor. No additional locks shall be allowed on any door of the Leased Premises without Lessor's written permission, and Lessee shall not make, or permit to be made, any duplicate keys or magnetic cards, except those furnished by Lessor. Upon termination of this Lease, Lessee shall surrender to Lessor all keys or magnetic cards to the Leased Premises, and give to Lessor the combination of all locks for safes, safe cabinets and vault doors, if any, in the Leased Premises.

e. **ELEVATORS:** Lessor shall furnish passenger elevator service whenever the Building is open. Lessor shall have the right to stop the operation of said elevators whenever alterations, improvements or repairs therein or in the machinery or appliances connected therewith shall be necessary or desirable and shall not be liable for damages for any such stoppage of service.

f. **JANITORIAL:** Lessor shall furnish such janitor service as, in the sole judgment of Lessor, is necessary for the comfortable use and occupancy of the Leased Premises, except on Saturdays, Sundays and holidays. All janitorial services shall be performed in accordance with work schedules established by the Lessor.

g. **WATER:** Lessor shall provide water for kitchen, lavatory and toilet purposes.

h. **UTILITIES:** The Lessor shall supply the Leased Premises with water, heat, air conditioning and elevator services during ordinary business hours and during the time and in the manner customary in said building. The Lessee hereby agrees to light said premises with electricity only, and in addition to the rent above stipulated, to pay one-twelfth (1/12) monthly of an amount equal to 75 cents (\$0.75) per square foot of Lessee's occupied space for the utilities. Starting May 1, 2016 and continuing on May 1st of each year, the Lessor may increase the amount set forth above by an amount not greater than 5% of the amount in effect immediately prior to the effective date of the increase. It is understood that Lessor does not warrant that any of the services referred to above will be free from interruption from causes beyond the reasonable control of Lessor. Such interruption of service shall never be deemed an eviction or disturbance of Lessee's use and possession of the Leased Premises or any part thereof or render Lessor liable to Lessee for damages by abatement of rent or otherwise or relieve Lessee from performance of Lessee's obligations under this Lease

i. **WASTE:** Lessee shall not waste electricity, water, heat or air conditioning or any other utility, and shall cooperate fully with Lessor to insure the most effective operation of the Building's heating and air conditioning, which shall include closing venetian blinds and drapes and keeping all windows closed and shall refrain from attempting to adjust any controls other than room thermostats, if any, installed for Lessee's use.

j. **TEMPORARY INTERRUPTION OF SERVICES:** Lessor shall not be liable to Lessee, its agents, employees, representatives, customers or invitees for any inconvenience, loss or damage or for any injury to any person or property caused by or resulting from any casualties, riots, strikes, picketing, accidents, breakdowns or any cause beyond Lessor's reasonable control, or from any temporary failure or lack of services and Lessee shall indemnify Lessor and hold Lessor harmless from any claim or damage because of such inconvenience, loss, damage or injury. No variation, interruption or failure of such services incident to the making of repairs, alterations or improvements or due to casualties, riots, strikes, picketing, accidents, breakdowns or any cause beyond Lessor's reasonable control or temporary failure or lack of such services shall be deemed an eviction of Lessee or relieve Lessee from any of Lessee's obligations hereunder.

13. **ASSIGNMENT AND SUBLETTING:** Lessee shall not have the right to assign this Lease, or to sublet the whole or any part of the Leased Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Upon each request made by Lessee to Lessor for Lessor's consent hereunder, Lessee shall pay to Lessor a processing fee not to exceed, in each instance, \$250.00. Notwithstanding any permitted assignment or subletting, Lessee shall at all times remain fully responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under the terms, provisions and covenants of this Lease. Lessor shall have the right to assign any of its rights under this Lease, and upon any such assignment, and provided that the assignee assumes all of Lessor's obligations hereunder, Lessor shall be relieved of any and all such obligations.

14. **FIRE AND OTHER CASUALTY:** If the Building or any part thereof is damaged or destroyed by fire or other casualty, the Lessor shall have the right to terminate this Lease, provided it gives written notice thereof to the Lessee within ninety (90) days after such damage or destruction. Such notice shall state Lessor's intention to terminate this lease not less than ninety (90) days after Lessee's receipt of such notice. If a portion of the Leased Premises is damaged by fire or other casualty and this Lease is not thereby terminated, the Lessor shall, at its expense, restore the Leased Premises, exclusive of any improvements or other changes made to the Leased Premises by the Lessee, to as near the condition which existed immediately prior to such damage or destruction as reasonably possible, and rent shall abate during such period of time as the Leased Premises are untenable in the proportion that the untenable portion of the Leased

Premises bears to the entire Leased Premises. The Lessor shall not be responsible to the Lessee for damage to, or destruction of, any furniture, equipment, improvements or other changes made by the Lessee in, on or about the Leased Premises regardless of the cause of the damage or destruction. In the event of fire or other casualty which renders the space un-tenantable Lessor agrees to work with Lessee to help relocate Lessee.

15. SUBROGATION:

a. Lessor and Lessee each hereby release the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage casualties covered by the insurance maintained hereunder, provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such times as the releasor's policies shall contain a clause or endorsement to the effect that any release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder. Unless Lessor and Lessee are covered by the same insurance policy, Lessor and Lessee each agrees that it will request its insurance carriers to include in its policies such a clause or endorsement.

b. Lessor covenants and agrees to maintain standard fire and extended coverage insurance covering the Building in an amount not less than eighty percent (80%) of the replacement cost thereof. Lessee covenants and agrees to maintain standard fire and extended covering insurance covering its property located in on or about the Leased Premises.

c. Lessee assumes responsibility for protecting the Leased Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Leased Premises closed and secured after normal business hours.

16. **LIABILITY:** With the exception of those claims arising out of Lessor's negligence or willful misconduct, Lessor shall not be liable to Lessee, or those claiming through or under Lessee, for injury, death or property damage occurring in, on or about the Building and appurtenances thereto, and Lessee shall indemnify Lessor and hold it harmless from any claim or damage arising out of any injury, death or property damage occurring in, on or about the Leased Premises to Lessee or an employee, customer or invitee of Lessee. Without limiting Lessee's liability hereunder, Lessee agrees, at its own cost and expense to carry commercial general liability insurance in the minimum amount of \$2,000,000 per occurrence and \$4,000,000 in the aggregate, and (unless Lessor and Lessee are covered by the same insurance policy) will have Lessor named as an additional insured party. Lessee shall also carry Workers Compensation insurance coverage in amounts required by law and Employers Liability insurance coverage in the minimum amount of \$1,000,000. Lessee shall provide Lessor with evidence of this insurance coverage and Lessee shall not cancel such policies without 30 days' written notice to Lessor. It is the duty of Lessor and Lessee to maintain insurance or self-insurance on their own property.

17. **EMINENT DOMAIN:** If the entire Building is taken by eminent domain, this Lease shall automatically terminate as of the date of taking. If a portion of the Building is taken by eminent domain, Lessor shall have the right to terminate this Lease by giving written notice thereof to Lessee within ninety (90) days after the date of taking. Such notice shall state Lessor's intention to terminate this lease not less than ninety (90) days after Lessee's receipt of such notice. If a portion of the Leased Premises is taken by eminent domain and this Lease is not thereby terminated, Lessor shall, at its expense, restore the Leased Premises, exclusive of any improvements or other changes made to the Leased Premises by Lessee, to as near the condition which existed immediately prior to the date of taking as reasonably possible, and rent shall abate during such period of time as the Leased Premises are untenable, in the proportion that the untenable portion of the Leased Premises bears to the entire Leased Premises. All damages awarded for a taking under the power of eminent domain, whether for the whole or a part of the Leased Premises, shall belong to, and be the property of, Lessor, whether such damages shall be awarded as compensation for diminution in value to the leasehold estate hereby created or to the fee of the Leased Premises provided, however, that Lessor shall not be entitled to any award made to Lessee for loss of business, fair value of, and cost of removal of stock and fixtures. The term "eminent domain" shall include the exercise of any similar governmental power and any purchase or other acquisition in lieu of condemnation.

18. **HAZARDOUS SUBSTANCES:** As used herein, the term "Hazardous Substance" shall mean and include any element, compound, mixture, solution or substance regulated by a federal, state or local law, rule or regulation because of its toxicity, corrosiveness, reactivity, ignitability or carcinogenic effect and shall include petroleum, natural gas and

derivatives and synthetics thereof. Lessee shall not cause or permit any Hazardous Substance to be brought upon, kept, or used in or about the Leased Premises by Lessee, its agents, employees, contractors, or invitees, except for such Hazardous Substance as is necessary to Lessees' business. Any Hazardous Substance permitted on the Leased Premises, as provided in the previous sentence, and all containers therefore, shall be used, kept, stored, and disposed of in a manner that complies with all federal, state and local laws, rules and regulations applicable to the Hazardous Substance and Lessee shall not discharge, leak or emit any Hazardous Substance except in compliance with all federal, state and local laws, rules and regulations applicable to the Hazardous Substance. Lessee hereby agrees that it shall be fully liable for all costs and expenses related to the use, storage and disposal of Hazardous Substance kept or allowed on the Leased Premises by the Lessee and Lessee shall give immediate notice to the Lessor of any violation or potential violation of the provisions of this Article. Lessee shall defend, indemnify and hold Lessor and its agents harmless from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses (including, without limitation, attorneys' fees and consultants' fees, court costs and litigation expenses) of whatever kind or nature arising out of the violation of any provision of this Article. This provision shall survive the termination of this Lease.

19. **HOLDING OVER:** Should Lessee, or any of its successors in interest, hold over the Leased Premises or any part thereof, after the expiration of the term of this Lease, such holding over shall constitute and be construed as a tenancy from month to month only. The inclusion of the preceding sentence shall not be construed as Lessor's permission for Lessee to hold over. The monthly rent during such month-to-month tenancy shall be at one and one half (1½) times the amount set forth in Article 2 "Rent" as most recently adjusted in accordance with Article 3.

20. **QUIET ENJOYMENT:** Lessor represents and warrants that it has full right and authority to enter into this Lease and that Lessee, upon paying the rental herein set forth and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Leased Premises for the term hereof without hindrance or molestation from Lessor, subject to the terms and provisions of this Lease.

21. **EVENTS OF DEFAULT:** The following events shall be deemed to be events of default by Lessee under this Lease:

- a. Lessee shall fail to pay any installment of the rent hereby reserved or any other charge payable hereunder within five days of the respective due date.
- b. Lessee shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.
- c. Lessee shall file or have filed against it a petition under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof, or Lessee shall be adjudged bankrupt or insolvent in proceedings filed against Lessee thereunder.
- d. A receiver or trustee shall be appointed for all or substantially all of the assets of Lessee.
- e. Lessee shall desert or vacate any substantial portion of the Leased Premises.
- f. Lessee shall fail to comply with any term, provision or covenant of this Lease (other than the foregoing in this Article) and shall not cure such failure within ten (10) days, after written notice thereof to Lessee.

22. **DEFAULT:** Lessee hereby agrees that in case Lessee shall default in making its payments hereunder or in performing any of the other agreements, terms, and conditions of this Lease, then, in any such event, in addition to all other rights and remedies available to Lessor by law or by other provisions hereof, at Lessor's option, Lessor may annul and cancel this Lease as to all future rights of Lessee. Lessee further agrees that in case of any such termination Lessee will indemnify the Lessor against all loss of rents and other damage which Lessor may incur by reason of such termination, including, but not limited to, costs of restoring and repairing the Leased Premises and putting the same in rentable condition, costs of renting the Leased Premises to another Lessee, loss or diminution of rents and other damage

which Lessor may incur by reason of such termination and all reasonable attorney fees and expenses incurred in enforcing any of the terms of this Lease. Neither acceptance of rent by Lessor, with or without knowledge of breach, nor failure of Lessor to take action on account of any breach hereof, or to enforce its rights hereunder shall be deemed a waiver of any breach, and absent written notice or consent, said breach shall be a continuing one.

In the event Lessee fails to pay any installment of rent hereunder as and when such installment is due, or any other charge payable hereunder as and when such charge is due, Lessee, if permitted by law, shall pay to Lessor on demand a late charge in an amount equal to five percent (5%) of such installment or other such charge, and failure to pay such late charge within ten (10) days after demand therefore shall be an event of default hereunder. The provision for such late charge shall be in addition to all Lessor's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Lessor's remedies in any manner.

23. **SUBORDINATION OF LEASE:** The rights of Lessee under this Lease shall be and are subject and subordinate at all times to all ground leases, and or underlying leases, if any, now or hereafter in force against the Building, and to the lien of any mortgage or mortgages now or hereafter in force against such leases and/or the Building, and to all advances made or hereafter to be made upon the security thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof; provided, however, that Lessee's rights under this Lease and possession of the Leased Premises shall not be disturbed so long as Lessee is not in default hereunder. This Article 23 is self-operative and no further instrument of subordination shall be required. In confirmation of such subordination Lessee shall promptly execute such further instruments as may be requested by the Lessor. Lessee at the option of any mortgagees, or the Lessor under any such ground lease or underlying lease, agrees to attorn to such mortgagee or Lessor in the event of a foreclosure sale or deed in lieu thereof or termination by the Lessor of any such lease. Failure of the Lessee to execute any of the above instruments within fifteen (15) days of written request so to do by Lessor, shall constitute a breach of this Lease and the Lessor may, at its option, cancel this Lease and terminate the Lessee's interest therein.

24. **NOTICES:** Each provision of this instrument or of any applicable governmental laws, ordinances, regulations and other requirements with reference to the sending, mailing or delivery of any notice or the making of any payment by Lessor to Lessee or by Lessee to Lessor shall be deemed to be complied with, when and if, the following steps are taken;

a. All rent and other payments required to be made by Lessee to Lessor hereunder shall be payable to Lessor at the address hereinbelow set forth or at such other address as Lessor may specify from time to time by written notice delivered in accordance herewith.

b. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, certified or registered mail, addressed to the parties hereto at the respective addresses set out opposite their names below, or at such other address as they have theretofore specified by written notice delivered in accordance herewith:

Lessor:

Oneida Realty Company
1605 Alworth Building
306 West Superior Street
Duluth, MN 55802

Lessee:

ALLETE Clean Energy, Inc.
Suite 200
21 West Superior Street
Duluth, MN 55802

c. Any notice or document required or permitted to be delivered hereunder by Lessor to Lessee also shall be deemed to be delivered if and when delivered personally to Lessee at the Leased Premises.

25. **RULES AND REGULATIONS:** Lessee shall observe such rules and regulations as set forth in Exhibit D or which from time to time may be put in effect by Lessor for the general safety, comfort and convenience of Lessor, occupants and lessees of said Building.

26. **ENERGY; GOVERNMENTAL ACTION:** Wherever in this Lease any terms, covenants or conditions are required to be kept or performed by the Lessor, the Lessor shall be deemed to have kept and performed such terms,

covenants and conditions notwithstanding any action taken by the Lessor, if such action is pursuant to any governmental regulations, requirements, or directives. Without limiting the generality of the foregoing, the Lessor may reduce the quantity and quality of all utility and other services and impose such regulations as the Lessor deems necessary in order to conserve energy, and may change the normal hours of operation of the Building if such action is taken pursuant to any governmental regulations, requirements, or directives. Utility in the sense of this paragraph includes, but is not limited to heating, cooling, electricity, water and all the sources of energy needed to provide such.

27. **LIGHT, AIR & VIEW:** Lessee has no right to light, air, or view over any premises adjoining the Building.

28. **BROKERAGE FEES:** Lessee represents and warrants that it has dealt with no broker, agent or other person in connection with this Lease other than Oneida Realty Company and Lessee hereby indemnifies and holds Lessor harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Lessee with regard to this Lease. The provisions of this Article shall survive the expiration or termination of this Lease.

29. **LESSOR'S USE:** It is understood that Lessor may occupy portions of the Building in the conduct of the Lessor's business. In such event, all references herein to other lessees of the Building shall be deemed to include Lessor as an occupant or lessee.

30. **MISCELLANEOUS TAXES:**

a. Lessee shall pay prior to delinquency all taxes assessed against or levied upon its occupancy of the Leased Premises, or upon the fixtures, furnishings, equipment and personal property of Lessee located in the Leased Premises, and when possible, Lessee shall cause said fixtures, furnishings, equipment and personal property to be assessed and billed separately from the property of Lessor. In the event any or all of Lessee's fixtures, furnishings, equipment and personal property, or Lessee's occupancy of the Leased Premises, shall be assessed and taxed with the property of Lessor, Lessee shall pay to Lessor its share of such taxes within ten (10) days after delivery to Lessee by Lessor of a statement in writing setting forth the amount of such taxes applicable to Lessee's fixtures, furnishings, equipment or personal property, or occupancy of the Leased Premises.

b. If, under the laws of the United States or the State of Minnesota or any political subdivision in which the Leased Premises are situated, a tax or excise on rents or other tax, however described, is levied or assessed against Lessor or the rent reserved hereunder, in lieu of or as a substitute in whole or in part for taxes and assessments commonly known as real estate taxes, Lessee shall pay and discharge such tax or excise on rents or other tax, but only to the extent of the amount thereof which is lawfully assessed or imposed upon Lessor, and which was so assessed or imposed as a direct result of Lessor's ownership of the Leased Premises or of this Lease, or of the rental accruing under this Lease.

31. **ESTOPPEL CERTIFICATE:** Lessee agrees, within ten (10) days after request of Lessor, to deliver to Lessor, or Lessor's designee, including without limitation, the present or any future holder of any mortgage(s) and/or deed(s) of trust and/or ground lease(s) and/or underlying lease(s) on the Leased Premises, or any prospective purchaser of the Leased Premises, an estoppel certificate stating that this Lease is in full force and effect, the date to which rent and other charges have been paid, the unexpired term of this Lease, whether or not Lessor is in default hereunder, and the nature of any such default, and such other matters pertaining to this Lease as may be reasonably requested by Lessor.

32. **MISCELLANEOUS:**

a. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

b. The terms, provisions and covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors, permitted sublessees, and permitted assigns, except as otherwise herein expressly provided.

c. Failure of Lessor to insist, in any one or more instances, upon strict performance of any term, covenant or

condition of this Lease, or to exercise any option herein contained shall not be construed as a waiver, or a relinquishment for the future, of such term, covenant, condition or option, but the same shall continue and remain in full force and effect. The receipt by Lessor of rents with knowledge of a breach in any of the terms, covenants or conditions of the Lease to be kept or performed by Lessee shall not be deemed waiver of such breach, and Lessor shall not be deemed to have waived any provision of this Lease unless expressed in writing and signed by Lessor.

d. The captions of this Lease are for convenience and reference only, and in no way define, limit or describe its scope or content.

e. All preliminary and contemporaneous negotiations are merged and incorporated into this Lease. This Lease contains the entire understandings between Lessor and Lessee and shall not be modified or amended in any manner except by an instrument in writing executed by Lessor and Lessee.

f. Time is of the essence.

33. **INVALIDITY OF PARTICULAR PROVISIONS:** If any Article or provision of this Lease is or becomes illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, effective during its term, the intention of the parties hereto is that the remaining parts of this Lease shall not be affected thereby unless such illegality, invalidity, or unenforceability is, in the sole determination of Lessor, essential to the rights of both parties in which event Lessor has the right to terminate this Lease on written notice to Lessee.

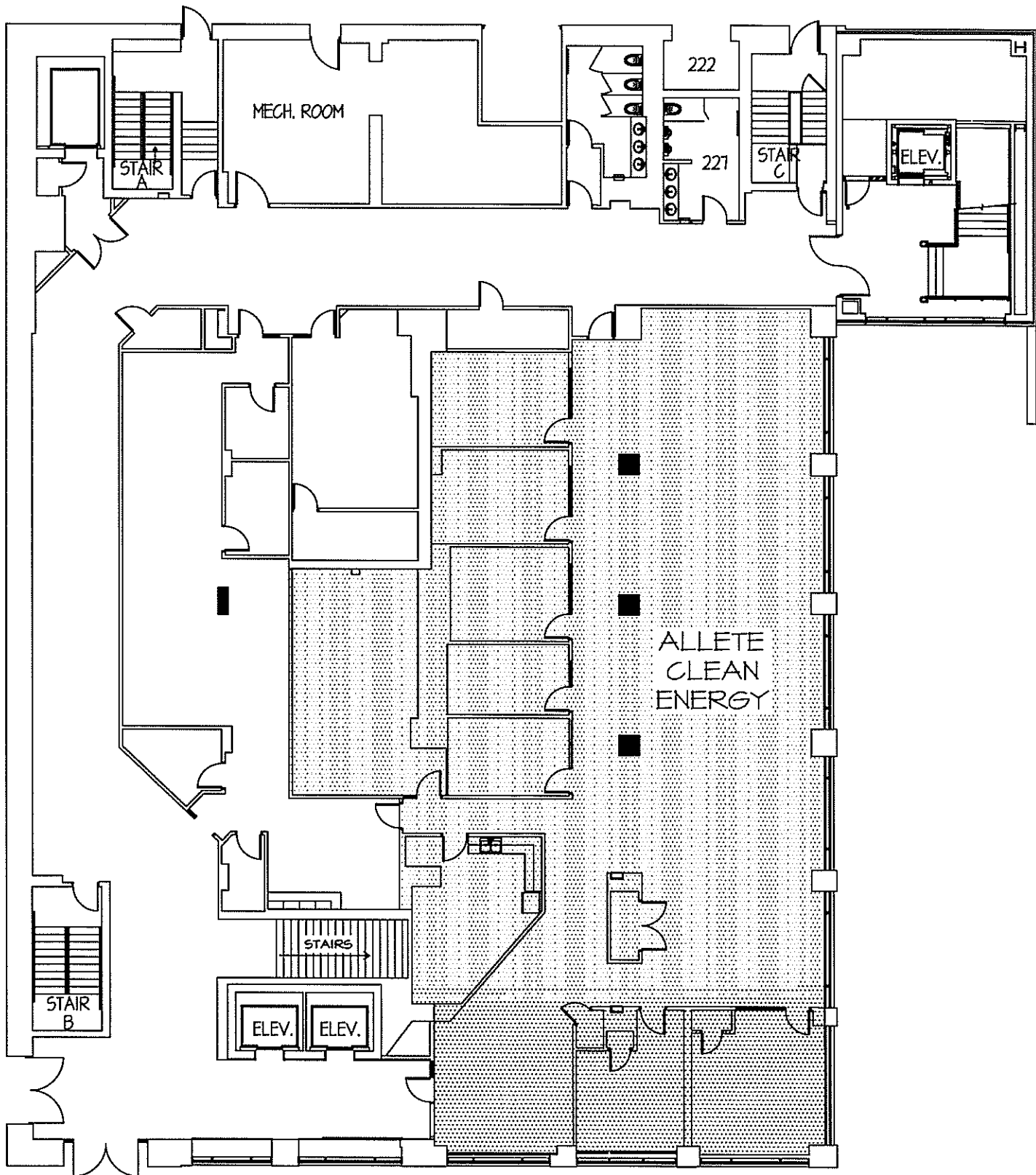
IN WITNESS WHEREOF, the Lessor and Lessee have duly signed and sealed these presents the day and year first hereinbefore written.

**ALLETE CLEAN ENERGY, Inc.,
LESSEE**

By: Louise Alholm
Its Vice President

**ALLETE, Inc.,
LESSOR**

By: [Signature]
Its Controller



SECOND FLOOR LAKE SUPERIOR PLACE
EXHIBIT A

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

AFFIDAVIT OF SERVICE VIA
ELECTRONIC FILING

Susan Romans of the City of Duluth, County of St. Louis, State of Minnesota, says that on the **30th** day of **July, 2015**, she served Minnesota Power's Petition for a new Lease Agreement between ALLETE Clean Energy and ALLETE to the Minnesota Public Utilities Commission and the Office of Energy Security via electronic filing.



Susan Romans

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
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_Minnesota Power General Service List
Christopher	Anderson	canderson@allete.com	Minnesota Power	30 W Superior St Duluth, MN 558022191	Electronic Service	Yes	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_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_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_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_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_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_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_Minnesota Power General Service List
Susan	Ludwig	sludwig@mnpower.com	Minnesota Power	30 West Superior Street Duluth, MN 55802	Electronic Service	No	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	Electronic Service	No	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
Herbert	Minke	hminke@allete.com	Minnesota Power	30 W Superior St Duluth, MN 55802	Electronic Service	No	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_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_Minnesota Power General Service List
Jennifer	Peterson	jjpeterson@mnpower.com	Minnesota Power	30 West Superior Street Duluth, MN 55802	Electronic Service	No	GEN_SL_Minnesota Power_Minnesota Power General Service List
Susan	Romans	sromans@allete.com	Minnesota Power	30 West Superior Street Legal Dept Duluth, MN 55802	Electronic Service	No	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_Minnesota Power General Service List
Ron	Spangler, Jr.	rlspangler@otpc.com	Otter Tail Power Company	215 So. Cascade St. PO Box 496 Fergus Falls, MN 565380496	Electronic Service	No	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_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_Minnesota Power General Service List
Daniel P	Wolf	dan.wolf@state.mn.us	Public Utilities Commission	121 7th Place East Suite 350 St. Paul, MN 551012147	Electronic Service	No	GEN_SL_Minnesota Power_Minnesota Power General Service List