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December 15, 2022

**VIA E-FILING**

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

Re: **In the Matter of Minnesota Power's Petition for  
Approval to Recover Reagent Costs through the  
Fuel and Purchased Energy Rider  
Docket No. E015/M-22-547  
Reply Comments**

Dear Mr. Seuffert:

Minnesota Power respectfully submits these Reply Comments in response to the Initial Comments submitted on November 10, 2022, by the Minnesota Department of Commerce, Division of Energy Resources in the above referenced Docket.

Please contact me at (218) 355-3455 or [hcreurer@allete.com](mailto:hcreurer@allete.com) if you have any questions regarding this filing.

Kind Regards,

Hillary A. Creurer  
*Regulatory Compliance Administrator*

HAC:sr  
Attach.

**PUBLIC DOCUMENT  
TRADE SECRET DATA EXCISED**

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

In the Matter of the Petition for Approval of Minnesota Power's  
Incremental Reagent Costs Recovery through  
the Fuel and Purchased Energy Rider

Docket No. E015/M-22-547  
**MINNESOTA POWER'S  
REPLY COMMENTS**

**I. INTRODUCTION**

On November 10, 2022, the Minnesota Department of Commerce, Division of Energy Resources ("Department") submitted its Comments in the above-referenced Docket. In these Reply Comments, Minnesota Power (or the "Company") provides responses to the additional information requested by the Department.

**II. RESPONSES TO REQUESTED INFORMATION**

**A. Provide the amount of reagent costs the Company expects to be included in base rates in Docket No. E015/GR-21-335 and explain if the amount is from the Company's proposed 2022 Test Year amount or if any intervening parties in the Petition recommended adjustments to reagent costs.**

In Minnesota Power's 2021 Rate Case approximately \$2.6 million (total company) of reagent costs are included in FERC Account 502 in the 2022 test year budget. The Company did not receive any recommended adjustments to this amount from any intervening parties in the 2021 Rate Case.

**B. Provide the amount of actual 2022 reagent costs used, by month, through at least September 30, 2022 or October 31, 2022 if available, and forecasts for the remainder of 2022.**

Table 1 below provides the actual 2022 reagent costs by month for January through October and the forecasted amount for November and December.

<b>Table 1: 2022 Reagent Costs</b>		
	Boswell Unit 3	Boswell Unit 4 /1
January 2022 Actuals	\$126,199	\$172,405
February 2022 Actuals	\$143,637	\$342,503
March 2022 Actuals	\$233,723	\$382,102
April 2022 Actuals	\$150,544	\$66,298
May 2022 Actuals	\$177,519	\$6,506
June 2022 Actuals	\$240,733	\$-
July 2022 Actuals	\$179,079	\$272,503
August 2022 Actuals	\$229,335	\$295,206
September 2022 Actuals	\$32,784	\$303,942
October 2022 Actuals	\$160,833	\$350,736
November 2022 Forecasted	\$57,424	\$140,110
December 2022 Forecasted	\$89,375	\$165,448
<b>Total Costs</b>	<b>\$1,821,185</b>	<b>\$2,497,759</b>

/1 Minnesota Power only, excludes WPPI.

As Minnesota Power stated in its Initial Petition the Company proposes reagent costs incurred on or after January 1, 2023 be incorporated into the Fuel and Purchased Energy ("FPE") Rider and removed

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from base rates, with any rate design impacts reflected with the implementation of final rates. Therefore, Minnesota Power is not seeking to recover reagent costs for 2022 through the FPE Rider and is not asking for known under-collection balances to be recovered. However, actual 2022 costs are an example of the variable nature of reagent costs when compared to the 2022 test year budget of \$2.6 million (total company).

**C. Provide the price paid for ammonia prior to July 1, 2022 and contracts prior to July 1, 2022 for Ammonia, broken out by fuel surcharge, commodity price, etc.**

The following attachments include the requested contract support for Ammonia prior to July 1, 2022.

- Attachment 1: Reagent Agreement
- Attachment 2: Monthly Pricing Sheets

Table 2 below provides a summary of the monthly price for ammonia from 2016 through November 2022. The price list [TRADE SECRET DATA BEGINS [REDACTED] TRADE SECRET DATA ENDS].

Table 2: Ammonia Pricing (\$/lb)							
	2016	2017	2018	2019	2020	2021	2022
	[TRADE SECRET DATA BEGINS [REDACTED] TRADE SECRET DATA ENDS]						
January	[REDACTED]						
February							
March							
April							
May							
June							
July							
August							
September							
October							
November							
December							
	[TRADE SECRET DATA ENDS]						

**D. Provide the Company's calculation for the price increase for lime for 2023.**

The 2023 budget for lime is based on the contracted price from 2022 plus a [TRADE SECRET DATA BEGINS [REDACTED] TRADE SECRET DATA ENDS] based on the recommendation from Minnesota Power's vendor. The [TRADE SECRET DATA BEGINS [REDACTED] TRADE SECRET DATA ENDS] is due to current impacts on commodity prices and logistics within the supply chain.

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TRADE SECRET DATA EXCISED**

**E. Provide the Company's anticipated contract or purchase arrangement for lime after February 23, 2023.**

Minnesota Power is not able to provide an anticipated contract or purchase arrangement for lime after February 23, 2023, as the Company is currently in the contract negotiation process.

**F. Provide itemized costs for each reagent (i.e., broken down by product name, shipping costs, fuel surcharge, etc.) for 2016 through 2021 actuals and 2022 through 2026 forecasts.**

Minnesota Power's accounting system does not track reagent costs by the information requested above and it would be administratively burdensome to analyze each individual invoice to obtain the requested data. In addition, when forecasting reagent costs the Company does not evaluate it as individual price components.

**G. Provide the annual net generation (net MWh), for BEC3 and BEC4 from 2016 to 2021 actuals and from 2022 to 2026 forecasts.**

Table 3 below includes the annual net generation for Boswell Energy Center Unit 3 ("BEC3") and Boswell Energy Center Unit 4 ("BEC4") as requested; however, it is important to note the consumption of reagents, although directly correlated to generation levels, is impacted by the variability in unit dispatch and fuel conditions. As a unit is dispatched up and down, as directed by the Midcontinent Independent System Operator ("MISO"), the amount of reagents utilized will fluctuate in order to ensure emission levels are within Minnesota Power's permitted levels.

<b>Table 3: Annual Net Generation</b>				
	<b>Boswell Unit 3</b>		<b>Boswell Unit 4 /1</b>	
	<b>Budgeted MWhs</b>	<b>Actual MWhs</b>	<b>Budgeted MWhs</b>	<b>Actual MWhs</b>
	<b>[TRADE SECRET DATA BEGINS</b>			
2016				
2017				
2018				
2019				
2020				
2021				
2022 Test Year				
2022 Actual – Oct 2023				
2022 Forecast				
2023 Forecast				
2024 Forecast				
2025 Forecast				
2026 Forecast				
	<b>TRADE SECRET DATA ENDS]</b>			

/1 Minnesota Power only, excludes WPPI.



**H. Provide the reasoning and support for requesting to change recovery of reagent costs through the instant Petition as opposed to a general rate case proceeding.**

Minnesota Power requested to change the recovery method for reagents through this petition as opposed to a general rate case proceeding due to recent changed circumstances, including: the continuing shift in the Company's generation mix and increase in economic dispatch, leading to greater generation variability at Boswell; higher energy market prices driving greater than anticipated dispatch at Boswell, resulting in greater variability in reagent use; and the Commission's Order granting Otter Tail Power Company's request to recover reagent costs through its fuel clause in its recent rate case<sup>1</sup>. Although Minnesota Power is seeking to move reagent costs to the fuel clause through this petition instead of through a general rate case, like in the case of Otter Tail Power, the underlying reason provided in Otter Tail Power's case for allowing reagent cost recovery through a rider equally apply to Minnesota Power because both utilities' generation dispatch is based on market demand and economics that are outside of the utilities' control.

In Minnesota Power's 2016 Rate Case the Company requested permission to recover reagent costs through the Fuel and Purchased Energy Rider ("FPE"). However, at that time the Department of Commerce ("Department") opposed moving reagent costs to the FPE and the Commission denied Minnesota Power's request, noting its reasoning was that limiting recovery of reagent costs to base rates gave Minnesota Power an incentive to minimize these costs between rate cases.

The Department's assertion that recovery of reagent costs should not be moved to the FPE Rider because Minnesota Power over-collected \$19.7 million in base rates from 2016 through 2021 for reagent costs is not a fair evaluation. As a primary matter, Minnesota Power has consistently taken the position that reagent costs should be recovered through the FPE Rider. Had the Commission agreed with this position in the 2016 Rate Case rather than adopting the Department's position that reagent costs should be included in base rates, Minnesota Power would not have "over-collected" \$19.7 million from customers from 2016 to 2021. The significant variability (both up and down) of reagent costs noted by the Department over the past six years underscores the reason that they should be recovered through the FPE Rider instead of remaining a fixed cost included in base rates.

Additionally, the Department's focus on the perceived over-collection of a single expense should not be persuasive regarding whether recovery of that expense is more appropriate through base rates or a rider. A test year budget is a snap shot in time of expenses anticipated to be incurred while operating

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<sup>1</sup> In the Matter of the Application of Otter Tail Power Company for Authority to Increase Rates for Electric Service in the State of Minnesota, in Docket No. E017/GR-20-719.

and, unless the costs included in the test year are fixed costs, there are going to be differences that occur in any variable cost component. The test year for every expense is representative, and the Commission does not make decisions on the amount of future costs recoverable in a particular expense category based upon whether there was a perceived over or under recovery in that category compared to the test year in the last rate case.

Further, in the 2016 Rate Case, reagent costs were only one variable cost component of FERC Account 502. A comparison of the 2016 adjusted test year to actual costs in FERC Account 502 from 2016 through 2021 shows there was an under-collection in this expense category. Table 4 below shows actual FERC Account 502 costs for 2016 through 2021 and a comparison to the 2016 adjusted test year used to establish base rates.

<b>Table 4: 2016 Test Year Costs Less Actual Costs</b>		
	<b>FERC Account 502</b>	<b>Test Year Costs Less Actual Costs</b>
2016 Adjusted Test Year	\$8,840,851	
2016 Actuals	\$16,121,960	(\$7,281,109)
2017 Actuals	\$11,393,393	(\$2,552,542)
2018 Actuals	\$10,562,658	(\$1,721,807)
2019 Actuals	\$9,312,167	(\$471,316)
2020 Actuals	\$9,329,249	(\$488,398)
2021 Actuals	\$9,903,345	(\$1,062,494)
<b>Total</b>	<b>\$66,622,772</b>	<b>(\$13,577,666)</b>

Over the past several years there has been significant volatility in the market, which has been challenging to predict but is also the main driver for the fluctuations Minnesota Power is experiencing in generation levels and associated variable costs. As the Department noted in its comments, Minnesota Power is seeing an increase in reagent costs for 2022 and anticipates market pricing remaining strong in 2023, which will ultimately impact Boswell generation, and therefore reagent use. The forecasted amounts provided for 2024 through 2026 are based off of a number of assumptions such as market pricing, demand for Boswell generation, unit outages, commodity pricing, and previous year reagent use and pricing. The almost certain differences between reality and these assumptions, as suggested by the significant unpredictability over the recent past, will likely result in substantial variation in actual reagent costs compared to these forecasts.

The unpredictability and volatility of reagent costs, along with the inability of Minnesota Power to meaningfully affect the amount of those costs and the Commission's previous decision on Otter Tail Power Company's recovery of reagent costs, favors recovery through the FPE rather than base rates.

The FPE is a mechanism to ensure Minnesota Power's customers would not be over- or under-charged for reagent costs, and has multiple review periods (forecasted rates and true-up rates). If reagent costs do begin to rise disproportionately, the Minnesota Public Utilities Commission would have the ability to investigate further and modify recovery.

### **III. CONCLUSION**

Minnesota Power continues to believe its proposal to recover reagent costs through the FPE is warranted as a result of the increased variability in operations, current market condition, and a changing generation mix.

Dated: December 15, 2022

Respectfully Submitted,

A handwritten signature in black ink, reading "Hillary A. Creurer". The signature is fluid and cursive, with the first name "Hillary" being the most prominent part.

Hillary A. Creurer  
*Regulatory Compliance Administrator*  
*Minnesota Power*  
*30 W. Superior Street*  
*Duluth, MN 55802*  
*(218) 355-3455*  
*hcreurer@allete.com*

## AMENDMENT NO. 4 TO CHEMICAL SUPPLY AGREEMENT

This Amendment No. 4 ("Amendment") is entered into by and between Hawkins, Inc. ("Hawkins") and ALLETE, Inc. ("ALLETE") to be effective as of April 1, 2021 ("Amendment Effective Date").

WHEREAS, ALLETE and Hawkins are parties to that certain Chemical Supply Agreement dated September 1, 2011 ("Agreement"); and

WHEREAS, the parties desire to amend the Agreement as contained in this Amendment.

NOW THEREFORE, In consideration of the mutual promises and covenants contained in this Amendment, the sufficiency of such consideration which is acknowledged by the parties, ALLETE and Hawkins agree as follows:

1. Section 2. Term. Section titled Term is hereby deleted in its entirety and replaced with the following The "Term" of this Agreement shall begin on the Effective Date and shall continue thereafter to and including March 31, 2022 unless extended or earlier terminated in accordance with this Agreement.
2. The capitalized terms used herein that are not defined in this Amendment shall have the meaning given to them in the Agreement.
3. All of the terms of the Agreement remain in full force and effect except as expressly amended by this Amendment.

IN WITNESS WHEREOF, ALLETE and Hawkins have caused this Amendment to be executed by their duly authorized representatives.

ALLETE, Inc.

By: Rachel Kritzeck  
Name: Rachel Kritzeck  
Title: Procurement Analyst

Hawkins, Inc.

By: David J. Mangine  
Name: David J. Mangine  
Title: Sales Manager

### AMENDMENT NO. 3 TO CHEMICAL SUPPLY AGREEMENT

This Amendment No. 3 ("Amendment") is entered into by and between Hawkins, Inc. ("Hawkins") and ALLETE, Inc. ("ALLETE") to be effective as of March 26, 2020 ("Amendment Effective Date").

WHEREAS, ALLETE and Hawkins are parties to that certain Chemical Supply Agreement dated September 1, 2011 ("Agreement"); and

WHEREAS, the parties desire to amend the Agreement as contained in this Amendment.

NOW THEREFORE, In consideration of the mutual promises and covenants contained in this Amendment, the sufficiency of such consideration which is acknowledged by the parties, ALLETE and Hawkins agree as follows:

1. Section 2. Term. The section titled Term has been deleted in its entirety and replaced with the following: The "Term" of this Agreement shall begin on the Effective Date and shall continue thereafter to and including March 31<sup>st</sup> 2021 unless extended or earlier terminated in accordance with this Agreement.
2. The capitalized terms used herein that are not defined in this Amendment shall have the meaning given to them in the Agreement.
3. All of the terms of the Agreement remain in full force and effect except as expressly amended by this Amendment.

IN WITNESS WHEREOF, ALLETE and Hawkins have caused this Amendment to be executed by their duly authorized representatives.

ALLETE, Inc.

By: \_\_\_\_\_



Digitally signed by tmattfield@minnpower.com  
DN: cn=tmattfield@minnpower.com  
Date: 2020.03.31 09:10:32 -0500

Name: Tracey Mattfield

Title: Contract Administrator Sr.

Hawkins, Inc.

By: \_\_\_\_\_



Name: David J. Mangione

Title: Sales Manager



**CHEMICAL SUPPLY AGREEMENT  
For ALLETE, Inc. and Hawkins, Inc.**

This CHEMICAL SUPPLY AGREEMENT (this "Agreement") is made and entered into as of the first day of September, 2011 (the "Effective Date"), by and between Hawkins, Inc., a Minnesota Corporation ("Seller"), and ALLETE, Inc., a Minnesota corporation ("Buyer"). Together, Seller and Buyer are "Parties" to this Agreement and either Seller or Buyer individually is a "Party" to this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and obligations stated in this Agreement, the receipt and sufficiency of which the Parties acknowledge, Seller and Buyer hereby agree as follows:

**SECTION 1. SALE AND PURCHASE OF PRODUCT**

Subject to the terms and condition of this Agreement, Seller shall sell to Buyer, and Buyer shall purchase from Seller from time to time, each of the product(s) set forth below in the amounts and at the price set forth below:

<b>Product(s)</b>	Those Products listed in Exhibit A
<b>Destination</b>	Buyer location-specific requirements are attached herein as Exhibit C.
<b>Other</b>	The Product's Specification is attached herein as Exhibit B. No changes to this specification will be allowed without prior written consent by Seller and Buyer. Delivery requirements, including but not limited to timing, shall be included in Exhibit B.

**SECTION 2 TERM**

The "Term" of this Agreement shall begin on the Effective Date and shall continue thereafter to and including December 31<sup>st</sup>, 2013 unless extended or earlier terminated in accordance with this Agreement.

**SECTION 3. CHEMICAL ORDERS**

Buyer may submit to Seller, via e-mail or fax, a written order for a specific amount of the chemicals listed in Exhibit A to be purchased by Buyer and delivered by Seller ("Order").

Orders shall be sent to: E-mail [customer.service@hawkinsinc.com](mailto:customer.service@hawkinsinc.com) or called in at 1-800-328-5460.

Acknowledgements/Notices of shipment shall be sent to the specific individual and site listed as the contact person in Exhibit A for each chemical.

With a copy to:

ALLETE, Inc  
30 West Superior Street  
Duluth, MN 55802  
Attention: Bryan J Maslowski  
Phone: 218-355-3419  
Fax: 218-723-3984  
E-mail: [bmaslowski@allete.com](mailto:bmaslowski@allete.com)

Seller may change its contact information for Orders, and Buyer may change its contact information for acknowledgements and notices of shipment, in each case by written Notice to the other Party.

As more fully set forth in Section 20 (Complete Agreement), the terms and conditions of this Agreement will prevail notwithstanding any different, conflicting, or additional terms and conditions that may appear on any purchase order, invoice, acknowledgements or any such form or document even if signed by both Parties hereto.

#### **SECTION 4. WARRANTY**

**4.1 Warranty.** Seller represents warrants that the goods and services furnished will be free from defects in materials and workmanship, merchantable and in full conformity with the applicable specifications set forth in Exhibit B, and Seller's description, promises or samples, and that such goods will be fit for the Buyer's intended use provided Seller has reason to know of such use, and that Seller will convey the good title to the goods, free and clear from all liens, claims and encumbrances. No implied warranties of Seller are excluded or disclaimed. Seller shall give prior notice to Buyer of any significant change(s) in materials, manufacturing processes, or test methods for mutual assessment of the probable effect on Buyer's processes or product performance. Seller warrants that the manufacture of the goods and any component part hereunder, and the use or resale of such goods do not infringe the claims of any U.S. or foreign patent, copyright, trademark or trade secret. Seller represents and warrants that the production and furnishing of the goods hereunder comply with all applicable laws, permits, rules and regulations, and further, that the delivery of such goods complies with all applicable laws, permits, rules and regulations regarding packaging, marking and shipping of the goods. Seller also represents and warrants that the goods are listed on the TSCA Inventory maintained by the U.S. Environmental Protection Agency under the Toxic Substances Control

Act, and that Seller shall provide Buyer with documentation confirming such listing upon request.

**4.2 Compliance.** Seller represents and warrants that, if Seller is legally required to comply with the provisions of the following, all goods and services furnished under this Agreement shall be produced in compliance with and Seller shall abide by provisions of the following which are incorporated herein by reference to the extent that such provisions are applicable to Seller and this Agreement: Employee Non-Discriminatory and Equal Opportunity requirements contained in Executive Orders No. 11246, 11758 and any subsequent related orders; Certification of Nonsegregated Facilities, as required by Order of the U.S. Secretary of Labor cited at 32 Federal Register 7437 and any subsequent related orders; Employer Information Report (EEO-1, Standard Form 100) under Section 60-1.7 of Title 41 of the Code of Federal Regulations and any subsequent related regulations; Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era as mentioned in 38 United States Code Section 1787 and the Vietnam Era Veterans Readjustment Act and subsequent related law; laws relating to Utilization of Minority Business Enterprises and Minority Business Enterprises Subcontractor Program as provided in Section 800 of Title 10 of the Code of Federal Regulations and any subsequent related regulations and orders; and laws relating to Employment of the Handicapped under Section 503 of the Rehabilitation Act of 1973 and subsequent related law.

**4.3 Environmental Laws.** Seller shall observe and comply with all federal, state or local laws, statutes, codes enactments, ordinances, rules, regulations, permits, consents, approvals, authorizations, licenses, judgments, orders, writs, decrees, injunctions, common laws (including without limitation the common law respecting nuisance and tortious liability), or other requirements having the force and effect of law or regulation, relating to the protection of human health and safety, occupational health and safety, the environment, or natural resources and wildlife, including, without limitation (i) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), (ii) the Solid Waste Disposal Act, (iii) the Resource Conservation and Recovery Act (RCRA), (iv) the Toxic Substances Control Act (TSCA), (v) the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA), (vi) the Clean Water Act, (vii) the Clean Air Act, (viii) the Occupational Safety and Health Act (OSHA), (ix) the Safe Drinking Water Act, (x) the Minnesota Environmental Response and Liability Act (MERLA), and (xi) the Department of Transportation rules on hazardous materials, all as amended and in effect from time to time ("Environmental Laws").

Seller shall consult with the Buyer in all cases where there is a question, or additional clarification is needed regarding compliance with Environmental Laws or permits.

**4.4 Safety and Health.** Seller specifically represents and warrants that all goods and services provided herein meet current safety standards established and promulgated under the Federal Occupational Safety and Health Act (OSHA) of 1970, or under any applicable law of a state in lieu thereof, for the protection of employees who will be affected by the use or performance of said articles and services. In Minnesota the rules governing safety include, but are not limited to, the Minnesota Occupational Safety and Health Codes and the Minnesota



Manual on Uniform Traffic Control Devices, Appendix B. Additionally, the Contractor shall abide by and be signatory to Minnesota Power's *Contractor Safety Orientation Manual*. A copy of Minnesota Power's *Safety Manual* is available upon request.

**4.5 Buyer's Property.** Buyer has a strong regard for environmental stewardship and human health and safety. Consistent with this policy, Seller is responsible for conducting its activities on Buyer's property in such a manner as to protect human health and safety and the physical environment which may be associated with the Agreement. Seller represents and warrants that all operations, products, services and reports are conducted or completed in compliance with all applicable Environmental Laws.

Seller has a duty to understand when its actions or contemplated actions may have an effect on any environmental requirements stated or implied herein, and shall demonstrate competency in environmental compliance.

**4.6 Remedy.** In the event Seller (i) offers or supplies any defective goods or services or any goods or services not in accordance with Buyer's location-specific requirements, specifications, or Seller's express or implied warranties hereunder, (ii) breaches any warranties or covenants, or (iii) fails to timely supply conforming goods or services hereunder, Buyer may, at its option: (a) reject such goods or services; (b) terminate this Agreement or any part hereof, including but not limited to a product-specific termination or a location-specific termination; (c) return such goods and charge Seller all costs, expenses and damages related to the return; (d) cover and charge Seller for any loss, costs and damages incurred; (e) require Seller to replace or otherwise correct, without expense to Buyer, any such goods or services; or (f) retain such goods and charge Seller for any damages. All rights and remedies stated herein shall be in addition to any rights and remedies provided by law, and shall survive any inspection, test, acceptance and payment. In addition to the rights set forth in this Section 4, Buyer may upon written notice to Seller, terminate this Agreement in whole or part, including but not limited to a product-specific termination or a location-specific termination (a) if reasonable grounds for insecurity arise as to Seller's expected performance (including timely performance) within ten (10) days after Buyer's written demand for adequate assurance.

## **SECTION 5. SHIPPING AND DELIVERY; ACCEPTANCE**

**5.1 Information to be Provided by Seller.** Upon execution of the Agreement, Seller shall provide to Buyer the following information:

- (i) Seller's safety training program
- (ii) Seller's certifications applicable to the goods and services provided hereunder
- (iii) Seller's transportation and delivery spill response plans
- (iv) Seller's driver training program applicable to the goods and services to be provided hereunder
- (v) A list of personal protective equipment for the transportation vehicles to be used for delivery of the goods to be furnished hereunder

**5.2 Packaging, Packing Lists and Bills of Lading.** Seller shall be responsible for proper packaging, loading and tie-down, as applicable, to prevent damage during transportation. Seller must bill all returnable containers on a separate memo invoice; return transportation charges will be collect and for Seller's account. Buyer's weight and/or count will be accepted as final and conclusive on all shipments not accompanied by such packing list.

**5.3 Timing of Delivery.** Time is of the essence. Seller shall furnish sufficient labor and management forces, plant and equipment and shall work such hours (including night shift, overtime, weekend and holiday work) as may be required to assure timely delivery as set forth in Exhibit B.

**5.4 Title and Risk of Loss.** Title and risk of loss and damage to all goods shall remain in Seller until receipt of the goods at Buyer's location. Title shall pass to Buyer upon Buyer's acceptance of goods at Buyer's location.

**5.5 Inspection and Acceptance.** All goods furnished to Buyer hereunder shall be subject to Buyer's inspection and acceptance or rejection within a reasonable time after delivery irrespective of payment date. The making or failure to make any inspection of, payment for, or acceptance of the goods shall in no way impair Buyer's right to reject or revoke its acceptance of non-conforming goods or to avail itself of any other remedies to which Buyer may be entitled, notwithstanding knowledge of the nonconformity, its substantiality or ease of discovery. Buyer shall have a reasonable time to submit claims of count, weight, quantity, loss or damage to delivered goods.

**5.6 Testing and Lab Analyses.** Buyer reserves the right to sample all goods furnished hereunder to ensure the goods are compliant with specifications set forth in Exhibit B. Seller shall provide Buyer Seller's quarterly quality assurances and quality control lab analyses.

## **SECTION 6. TAXES, FEES AND ROYALTIES**

All taxes, fees and royalties are included in the price of the goods and services as set forth in Exhibit A, other than any applicable state sales tax, which shall be to Buyer's account.

## **SECTION 7. INVOICING AND PAYMENT**

Seller shall invoice Buyer for each shipment of goods hereunder, and, unless otherwise specified, payment shall be net 30 days after receipt of invoice. Buyer shall timely pay all undisputed portions of each disputed invoice. All amounts due hereunder shall be subject to setoff and recoupment. Payment shall not constitute acceptance for goods and services or waiver of any claims related thereto.

## **SECTION 8. INSURANCE**

Without limiting any of the other obligations or liabilities of Seller, Seller shall provide and maintain such insurance as shall protect Seller and Buyer from claims which may in any way arise out of or be in any manner connected with the performance of the Agreement, whether such claims arise out of the act of failure to act of Seller, Buyer, or of the direct or indirect delegee, appointee or employee of either. Such insurance shall be as specified below unless additional insurance is required by the purchase order, and, except for worker's compensation, all insurance policies shall name Buyer and its Indemnitees under Section 11.2 as additional insureds with insurance companies rated A- or better by A.M. Best rating service in amounts not less than:

Type of Coverage	Limits
(i) Workers' Compensation Coverage, including coverage under the United States Longshoremen's and Harbor Workers' Compensation Act, the Jones Act and the Federal Employers' Liability Act, where applicable.	Statutory
(ii) Employers' Liability Coverage	\$1,000,000
(iii) Commercial General Liability, occurrence form, providing bodily injury, personal injury, and property damage liability coverage, including but not limited to Broad Form Property Damage with no explosion, collapse and underground (XCU) exclusions, contractual liability coverage for the indemnity promise contained herein, and including MCS-90.	
General Aggregate	\$4,000,000
Products - Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$2,000,000
Each Occurrence	\$2,000,000
Contractual	\$2,000,000
Fire Damage (any one fire)	\$50,000
Medical Expense (any one person)	\$5,000
(iv) Comprehensive Automobile Liability, covering all automobiles, trucks, tractors, trailers, motorcycles, mobile equipment or other automotive equipment whether owned, hired, or leased or used by the Seller, and including MCS-90.	
Bodily Injury/Property Damage	\$1,000,000
Combined Single Limit	

(v)	Professional Liability	\$1,000,000
(vi)	Pollution Liability	\$5,000,000

All dollar amounts of coverage set forth above shall be per occurrence and in the aggregate and include a cross liability and severability of interest clause. The policies described herein shall (a) be endorsed to show that the insurers waive subrogation against Buyer, its affiliates, directors, officers and employees, (b) the insurance is primary and non-contributory, and (c) not expire, terminate or otherwise discontinue coverage except upon not less than thirty (30) days prior written notice to Buyer. Seller shall, before commencing work under this Agreement, deliver to Purchasing and Contracts, ALLETE, Inc., 30 West Superior Street, Duluth, Minnesota 55802, certification of insurance coverage completed by its insurance carrier(s) or agent(s) certifying that minimum insurance coverages as required herein are in effect.

## SECTION 9. TERMINATION

**9.1 Termination for Convenience.** Buyer shall have the right to terminate the Agreement or any part thereof, including but not limited to a product-specific termination or a location-specific termination, upon sixty (60) days written Notice to Seller; provided, however, that such termination shall not be effective as to any Orders placed prior to such termination.

**9.2 Termination by Buyer for Default.** Buyer shall have the right to terminate or suspend this Agreement, by written Notice to Seller, in whole or in part, including but not limited to a product-specific termination or a location-specific termination, in the case of a breach of this Agreement by Seller, if such breach is not cured by the later of (i) seven (7) days after written Notice from Buyer and (ii) the expiration of a time period established in a plan provided by Seller to Buyer within three (3) days of Seller's receipt of such Notice, and acceptable to Buyer in its sole discretion, to commence a cure within seven (7) days after receipt of such Notice and diligently and continuously pursue a cure thereafter (a "Seller Event of Default"). Seller shall have the right to terminate or suspend this Agreement, by written Notice to Buyer, in whole or in part, in the case of (a) a failure by Buyer to make any payment due hereunder (other than the disputed portion of any amount due hereunder that is being disputed in good faith) if such failure is not cured within ten (10) days after written Notice from Seller. For the purpose of this Section 9.2, Seller shall be conclusively deemed to have breached this Agreement in the event Seller becomes insolvent or makes an assignment for the benefit of a creditor or commits an act of bankruptcy or files or has filed against it a petition in bankruptcy or reorganization proceedings.

## SECTION 10. FORCE MAJEURE

**10.1 Definition of Force Majeure.** "Force Majeure" means an event or condition that prevents or delays the performance by a Party of its obligations under this Agreement to the

extent beyond the reasonable control, and without the fault or negligence, of the Party claiming relief, and which by the reasonable exercise of due diligence such claiming Party is unable to prevent or overcome. Force Majeure is defined as fire, floods, earthquake, hurricane, tornado, explosion, accident, war or war-like operations (whether or not a state of war is declared), riot, Acts of God, acts of terrorism, insurrection, enactment of new applicable law or order, or changes in applicable law that prevent performance, and breakdowns of or damage to Buyer's plants, equipment, facilities, or power systems interconnected with generating stations (including shutdowns for unplanned maintenance as may be necessary to mitigate or eliminate the imminent threat of such breakdowns or damage). Force Majeure shall not include delays caused by unfavorable weather that is not abnormal for the season and geographic area, unsuitable ground conditions, inadequate construction force, strikes or labor disturbances involving the personnel of Seller or any of its subcontractors, market conditions or the failure of either Party to place orders for equipment or materials sufficiently in advance to ensure delivery when needed.

**10.2 Effect of Force Majeure.** If Force Majeure prevents either Party from performing any of its obligations under this Agreement, and if such Party gives to the other Party Notice of the Force Majeure (which Notice (i) shall identify the event of Force Majeure and, to the extent known, the expected length of time during which the event of Force Majeure will be in effect and the plan of the Party experiencing the Force Majeure to correct or remove it and (ii) be delivered promptly after the start of the Force Majeure event), then the obligations of the Party giving such Notice are excused to the extent made necessary by the Force Majeure and during its continuance, which time period shall be called the "Force Majeure Period." An event of Force Majeure shall excuse the obligations of the notifying Party only to the extent that the Party takes all commercially reasonable actions necessary to overcome the Force Majeure with all reasonable dispatch. Only the Party suffering a Force Majeure may claim Force Majeure relief; provided, however, that the other Party shall be excused from its obligations that depend upon the performance of the obligations excused by the Force Majeure event. An attempt by the Party suffering an event of Force Majeure to perform its obligations notwithstanding the Force Majeure shall not constitute a waiver of the right to claim Force Majeure if such attempt proves unsuccessful. Notwithstanding the foregoing, the Party affected by Force Majeure, in its sole discretion, shall not be required to submit to unreasonable conditions or restrictions imposed by any governmental authority or contract counterparty, or to make significant capital expenditures, to overcome the Force Majeure. In the event, and to the extent, a Force Majeure prevents Buyer from accepting goods and services, Seller's sole remedy shall be an extension of the Term of this Agreement for the time period lost by reason of the Force Majeure.

## **SECTION 11. INDEMNIFICATION**

**11.1 Intellectual Property.** Seller shall, at its own expense, hold harmless, protect and defend Buyer against any claim, suit or proceeding brought against Buyer which is based on a claim, whether rightful or otherwise, that the goods or any part thereof, furnished under this Agreement, constitute(s) an infringement of any U.S. intellectual property rights, and Seller shall pay all damages, costs, and expenses arising from such claim.

**11.2 General Indemnification by Seller.** Seller shall completely indemnify, defend, and hold Buyer, its officers, agents and representatives ("Buyer Indemnitees") harmless from and against all claims for personal injury, property damage, wrongful death or other damages, losses and expenses, including attorneys' fees ("Claims"), arising out of, or resulting from, Seller's negligence or willful misconduct. It is expressly understood and agreed that this obligation to completely indemnify, defend and hold harmless shall apply and be enforceable for all Claims except to the extent caused by the negligence or willful misconduct of the Buyer Indemnitees. If a Claim is made by an employee of Seller against a Buyer Indemnatee, Seller shall and hereby agrees to indemnify the Buyer Indemnatee to the same extent as if the Claim was made by a non-employee of the Seller without regard to any limitation on Seller's liability for injuries to its employees, whether established by judicial decision, statute or otherwise. This provision shall also be enforceable in addition to and beyond any insurance coverages required for the protection of Buyer as permitted by law.

## **SECTION 12. CHOICE OF LAW; VENUE**

This Agreement and the rights of all parties hereunder shall be construed under and governed by the laws of the State of Minnesota. The Parties agree to submit to the exclusive jurisdiction of the State and Federal courts sitting in St. Louis County, Minnesota, and waive any objections to such location based on jurisdiction, venue or inconvenient forum.

## **SECTION 13. ASSIGNMENTS**

Buyer reserves the right to assign this Agreement to successors, assigns, affiliates or subsidiaries without further notice to or consent of Seller. No part of this Agreement may be assigned or subcontracted by Seller without Buyer's written consent.

## **SECTION 14. CONFIDENTIALITY**

Except as permitted or directed in writing by Buyer, Seller shall not during the term of this Agreement or thereafter divulge, furnish or make accessible to anyone or use in any way any confidential, trade secret, or proprietary information (including but not limited to personnel, financial or other matters) of Buyer that Seller has acquired or become acquainted with in the performance of any of its obligations under this Agreement, whether such information is developed by the Seller or others. Seller shall promptly notify Buyer of any request by any entity for information covered by this Agreement. Unless otherwise agreed to by the Parties in writing, all information of Buyer that Seller acquires or becomes acquainted with in the performance of any duty under this Agreement shall be considered confidential, trade secret or proprietary information belonging to Buyer.

## **SECTION 15. NOTICES**

Except as otherwise specifically provided by this Agreement, any notice provided for pursuant to this Agreement or given or made in connection with this Agreement ("Notice") shall be in writing and shall be deemed properly and sufficiently given or made if delivered in person with receipt acknowledged in writing by the recipient, or sent by registered or certified mail return receipt requested, to the respective Parties at the addresses specified below:

If to Seller, addressed to:

Hawkins, Inc.  
3100 East Hennepin Avenue  
Minneapolis, MN 55413  
Attn: Dave Mangine

If to Buyer, addressed to:

ALLETE, Inc.  
30 West Superior Street  
Duluth, Minnesota 55802  
Attn: Manager of Purchasing and Contracts

#### **SECTION 16. SELLER AS AN INDEPENDENT CONTRACTOR**

It is agreed and understood that during the performance of this Agreement, Seller shall be considered an independent contractor, and not an agent of Buyer.

#### **SECTION 17. WAIVERS**

The failure of either Party to require strict performance of any provision of this Agreement by the other Party, or the forbearance to exercise any right or remedy under this Agreement shall not be construed as a waiver by such Party of the right to require strict performance of any such provision or the relinquishment by such Party of any such right or remedy it might have with respect to any subsequent breach of such provisions. All waivers shall be signed in writing, designated a waiver, and signed by the waiving Party, and shall recite the rights waived.

#### **SECTION 18. HEADINGS AND SECTION NUMBERS; CONSTRUCTION**

**18.1 Headings Not to Affect Construction.** The headings of the sections of this Agreement are inserted for convenience only and shall have no effect on the construction, interpretation or meaning of this Agreement.

**18.2 References to Section Numbers.** All references in this Agreement to a section of this Agreement will be interpreted to refer to the entire section, including subsections.

## **SECTION 19. AMENDMENTS**

Any and all amendments, supplements and modifications to this Agreement shall be effective only if in writing and signed by the Parties.

## **SECTION 20. COMPLETE AGREEMENT**

This Agreement is the complete and total expression of all agreements, contracts, covenants and other promises between Seller and Buyer related to the sale of goods and services set forth herein to Buyer. The terms and conditions of this Agreement will prevail notwithstanding any different, conflicting, or additional terms and conditions that may appear on any purchase order, invoice, acknowledgement or any other such form or document even if signed by both Parties. No preprinted terms and conditions or other preprinted provisions contained in or attached to or referred to in any purchase order submitted by Buyer or in any order acknowledgment, acceptance, or invoice issued by Seller shall operate to amend, modify, supplement or supersede the provisions contained in this Agreement, and any provision or statement in any purchase order issued by Buyer or in any order acknowledgment, acceptance, or invoice issued by Seller that purports to make the terms of such document exclusive or binding shall be void as it relates to this Agreement.

## **SECTION 21. COUNTERPARTS**

Buyer and Seller may execute this Agreement in two or more counterparts, each of which shall constitute an original document and all of which taken together shall constitute a single Agreement.

## **SECTION 22. SURVIVAL**

The provisions of Sections 4 (Warranty), 5, (Shipping and Delivery; Acceptance), 6 (Taxes, Fess and Royalties), 7 (Invoicing and Payment), 8 (Insurance), 11 (Indemnification), 12 (Choice of Law; Venue), 13 (Assignments), 14 (Confidentiality), 15 (Notices), 16 (Seller as Independent Contractor), 18 (Headings and Section Numbers; Construction), 20 (Complete Agreement), 22 (Survival), and 23 (Severability) .

## **SECTION 23. SEVERABILITY**

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Agreement shall be reformed, construed and enforced in such




jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.


**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement in their respective corporate names as of the 26th day of August, 2011.

**HAWKINS, Inc. , as Seller**

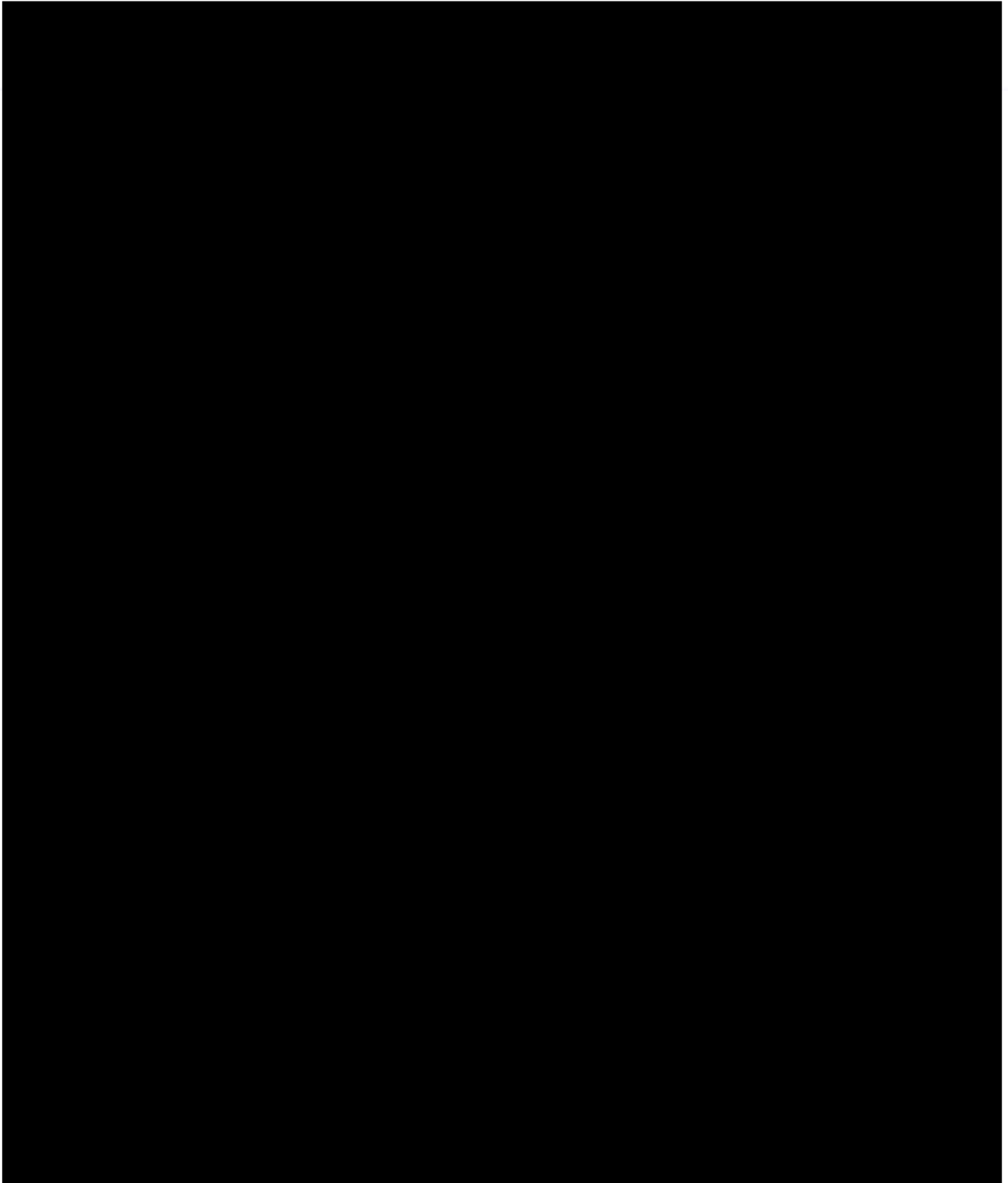
By:   
Name: JOHN SEVENSON  
Title: VP

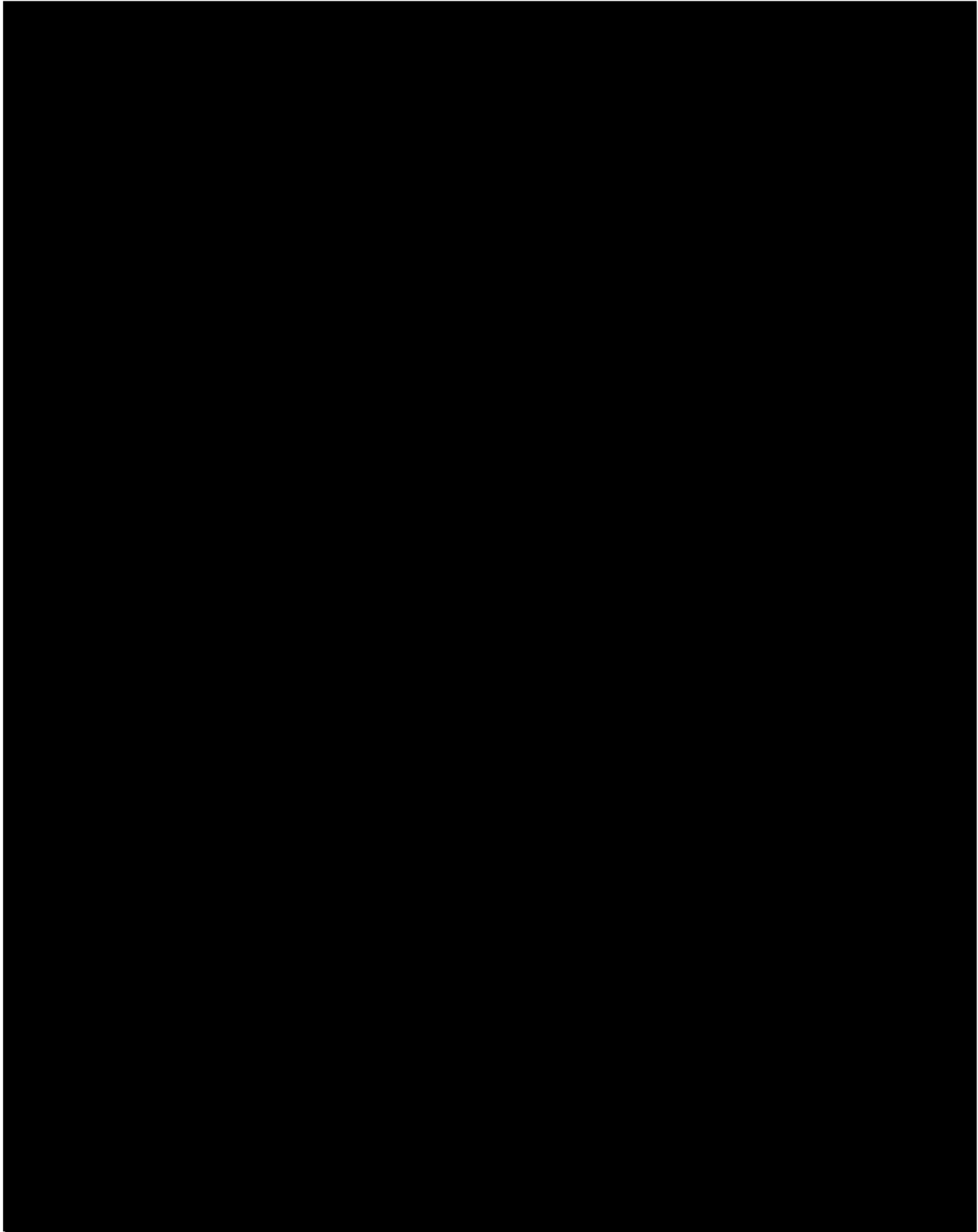
**ALLETE, Inc., as Buyer**

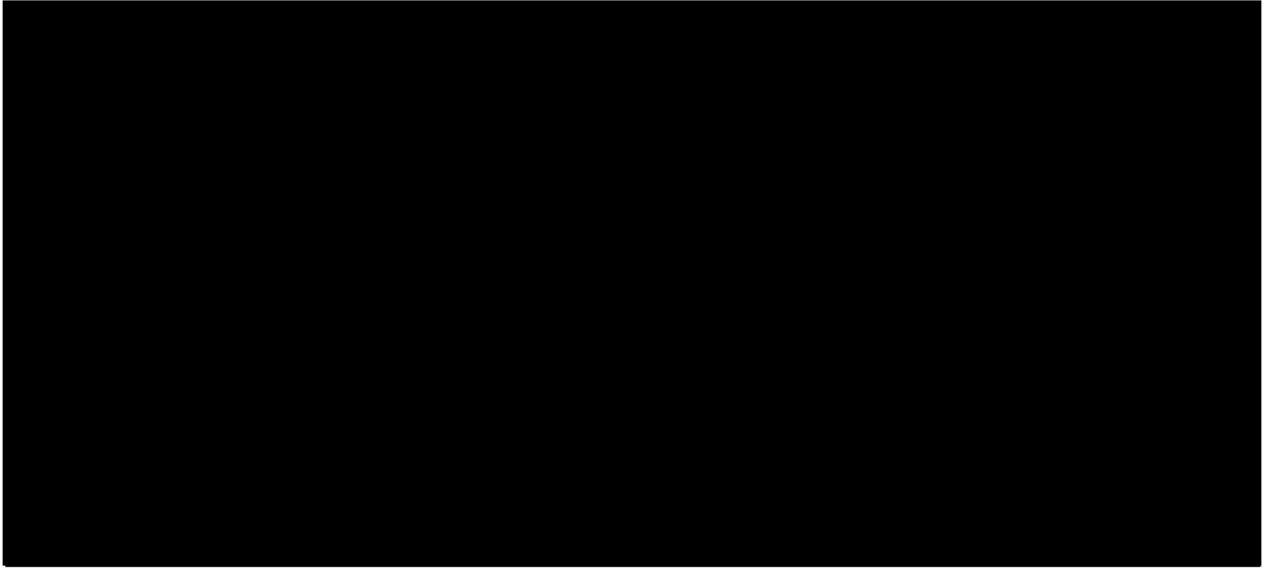
By:   
Name: Bryan J Maslowski  
Title: Procurement Analyst

**EXHIBIT A**

**PRICING**







## EXHIBIT B

### PRODUCT SPECIFICATIONS

#### Urea 42% Liquid Product Specifications:

Component	Specification
Urea Strength, wt. %	41.0 – 43.0
Free Ammonia, wt. %	0.25 max.
Biuret, wt. %	0.3 max.
Specific Gravity @ 70°F	1.118 – 1.128
pH @ 95°F	9.0 – 9.5
Salt-Out Temperature, °F	~39

#### Ammonia Hydroxide (19%) Product Specifications:

Component	Specification
Ammonia, wt%	18.5-19.5
Specific Gravity (60° F)	0.92
Appearance	Clear
Chloride (Cl)	1ppm max.
Carbonate (as CO2)	5 ppm mx.

#### Calcium Bromide Product Specifications:

Component	Specification
Calcium Bromide, wt %	52%
Bulk Density	14.2lbs / gal.
Clarity	Clear
Color	30 APHA max.
Odor	None
Crystallization Temperature	20°F
Turbidity	6 NTU max.

#### Sulfuric Acid Product Specifications:

Component	Specification
Vapor Pressure	0.0016 mm Hg
Physical State	Liquid
Vapor Density (Air=1)	3.4
Color	Colorless
Odor	Odorless
Solubility	100% in water
pH @ 25°C (77°F)	0.3 for a 1.0 N solution
% H2SO4	93-94%
Fe (ppm)	50 ppm
SO2 (ppm)	50 ppm
POM (mL KMnO4)	5 mL
Color (APHA)	50 APHA

Burner Grade

### Sodium Hypochlorite Product Specifications:

Component	Specification
Form	Liquid
Color	Greenish-yellow
Appearance	Clear
pH neat	>10
Odor	Characteristic hypochlorite odor
Specific gravity @ 72°F	1.185 – 1.210
Weight % sodium hypochlorite	11.9 – 13.12%
Weight % available chlorine	11.35 – 12.5%
% H <sub>2</sub> SO <sub>4</sub>	93-94%
Fe (ppm)	50 ppm
SO <sub>2</sub> (ppm)	50 ppm
POM (mL KMnO <sub>4</sub> )	5 mL
Color (APHA)	50 APHA

Hawkins, Inc. registered name "AZONE 15"

EPA Reg. No. 7870-5

Azone-15 is a 12.5% solution of sodium hypochlorite (NaOCl), 12.5% by weight (NaOCl).

Synonyms: bleach, liquid chlorine

### Sodium Hydroxide, 50% Product Specifications:

Component	Specification
Specific Gravity (60/60°F)	1.5256 – 1.5444
Sodium Hydroxide, wt.% as NaOH	49.5 – 51.5
Sodium Oxide, wt.% as Na <sub>2</sub> O	38.3 – 40.0
Sodium Carbonate, wt.% as Na <sub>2</sub> CO <sub>3</sub>	≤ 0.05
Sodium Chloride, wt.% as NaCl	≤ 0.01
Sodium Chlorate, wt.% as NaClO <sub>3</sub>	≤ 0.001
Sodium Sulfate, wt.% as Na <sub>2</sub> SO <sub>4</sub>	≤ 0.003
Iron, ppm as Fe	≤ 3.0

Membrane grade – low salt

Synonyms: caustic soda

Meets requirements of the *Food Chemicals Codex*, Fifth Edition.

Certified to ANSI/NSF Standard 60.

## EXHIBIT C

### BUYER LOCATION-SPECIFIC REQUIREMENTS

#### Boswell Energy Center

All truck drivers hauling chemicals to Boswell Energy Center are directed to pull into the Information Center and park prior to the site access gate. Either the truck driver or Information Center Personnel will contact an Environmental Systems Operator for assistance and access to the site and unloading assistance. If a delivery arrives after Information Center receiving hours, contact #'s are posted on signs at the Information Center. Drivers are prohibited from entering the site (passing thru the gate) without an ESO escort.

#### Contact List for an ESO Chemical Unloading Escort

Minnesota Power Site	Chemical	Onsite Contact Position	Contact #	Unloading Hours
Boswell Energy Center	Ammonia	Unit 3 Control Room Operator	218-313-4660	Daylight Hours only No exceptions Prior to 2:30 PM preferred
Boswell Energy Center	Sulfuric #3 Cooling Tower	Unit 3 Control Room Operator	218-313-4660	Daylight Hours only No exceptions Prior to 2:30 PM preferred
Boswell Energy Center	Sulfuric #4 Cooling Tower	Unit 4 Control Room Operator	218-313-4661	Daylight Hours only No exceptions Prior to 2:30 PM preferred
Boswell Energy Center	Urea ½	Unit 1/2 Control Room Operator	218-313-4659	Daylight Hours only No exceptions Prior to 2:30 PM preferred
Boswell Energy Center	Bleach (Bulk)	Unit 4 Control Room Operator	218-313-4661	Daylight Hours only No exceptions Prior to 2:30 PM preferred
Boswell Energy Center	Bleach (Totes)	Unit 1/2 Control Room Operator	218-313-4659	Daylight Hours only No exceptions Prior to 2:30 PM preferred
Boswell Energy Center	Caustic (Bulk)	Unit 4 Control Room Operator	218-313-4661	Daylight Hours only No exceptions Prior to 2:30 PM preferred
Boswell Energy Center	Sulfuric Acid Totes (40%)	Unit 4 Control Room Operator	218-313-4661	Daylight Hours only No exceptions Prior to 2:30 PM preferred
Boswell Energy Center	Hydrochloric Acid	Unit 1/2 Control Room Operator	218-313-4659	Daylight Hours only No exceptions Prior to 2:30 PM preferred

**NOTE:** If there any environmental concerns or questions please contact one of the following individuals:



**Contact List for any Environmental Questions or Concerns**

Name	Extension	Phone #	Email
Andrew Paul	4706	218-259-9708	apaul@mnpower.com
Larry Grossman	4738	218-393-0285	lgrossman@mnpower.com
Misty Hanson	5446	218-398-0090	mahanson@mnpower.com

**Taconite Harbor Energy Center**

**Contact List for a Plant Attendant Chemical Unloading Escort**

Minnesota Power Site	Chemical	Onsite Contact Position	Contact #	Unloading Hours
Taconite Harbor Energy Center	Calcium Bromide	Control Room Operator	218-406-6800	24/7
Taconite Harbor Energy Center	Urea	Control Room Operator	218-406-6800	24/7

**NOTE:** if there any environmental concerns or questions please contact one of the following individuals:

**Contact List for any Environmental Questions or Concerns**

Name	Extension	Phone #	Email
Brian W Smith	6881	218-406-6881	bwsmith@mnpower.com
Eric Beck	5609	218-406-5609	ebeck@mnpower.com
Correy Merritt	5611	218-406-5611	cmerritt@mnpower.com
Mike Ross	6864	218-406-6864	mross@mnpower.com

When arriving at Taconite Harbor drivers are to contact the control room operator at extension 6800. The CRO will have an Auxiliary Operator meet the driver and direct him to the proper connection for unloading. All areas for transferring chemicals are either inside the building or are well lighted so deliveries can be made 24/7.

**Rapids Energy Center**

**Contact List for a Plant Attendant Chemical Unloading Escort**

Minnesota Power Site	Chemical	Onsite Contact Position	Contact #	Unloading Hours
Rapids Energy Center	Sulfuric Acid	Rick Fannin or Control Room Operator	218-256-0457 or 218-326-3801	Daylight Hours Only 7:00am to 6:30pm
Rapids Energy Center	Sodium Hydroxide	Rick Fannin or Control Room Operator	218-256-0457 or 218-326-3801	Daylight Hours Only 7:00am to 6:30pm

**NOTE:** If there any environmental concerns or questions please contact one of the following individuals:

**Contact List for any Environmental Questions or Concerns**

Name	Extension	Phone #	Email
Rick Fannin	6927	218-256-0457	rfannin@mnpower.com
Larry Grossman	4738	218-393-0285	lgrossman@mnpower.com
Andrew Paul	4706	218-259-9708	apaul@mnpower.com

Hibbard Renewable Energy Center

**Contact List for a Plant Attendant Chemical Unloading Escort**

Minnesota Power Site	Chemical	Onsite Contact Position	Contact #	Unloading Hours
Hibbard Renewable Energy Center	Sulfuric Acid	Control Room Operator	218-628-3627 x5732	Daylight Hours Only 7:00am to 5:00pm
Hibbard Renewable Energy Center	Sodium Hydroxide	Control Room Operator	218-628-3627 x5732	Daylight Hours Only 7:00am to 5:00pm

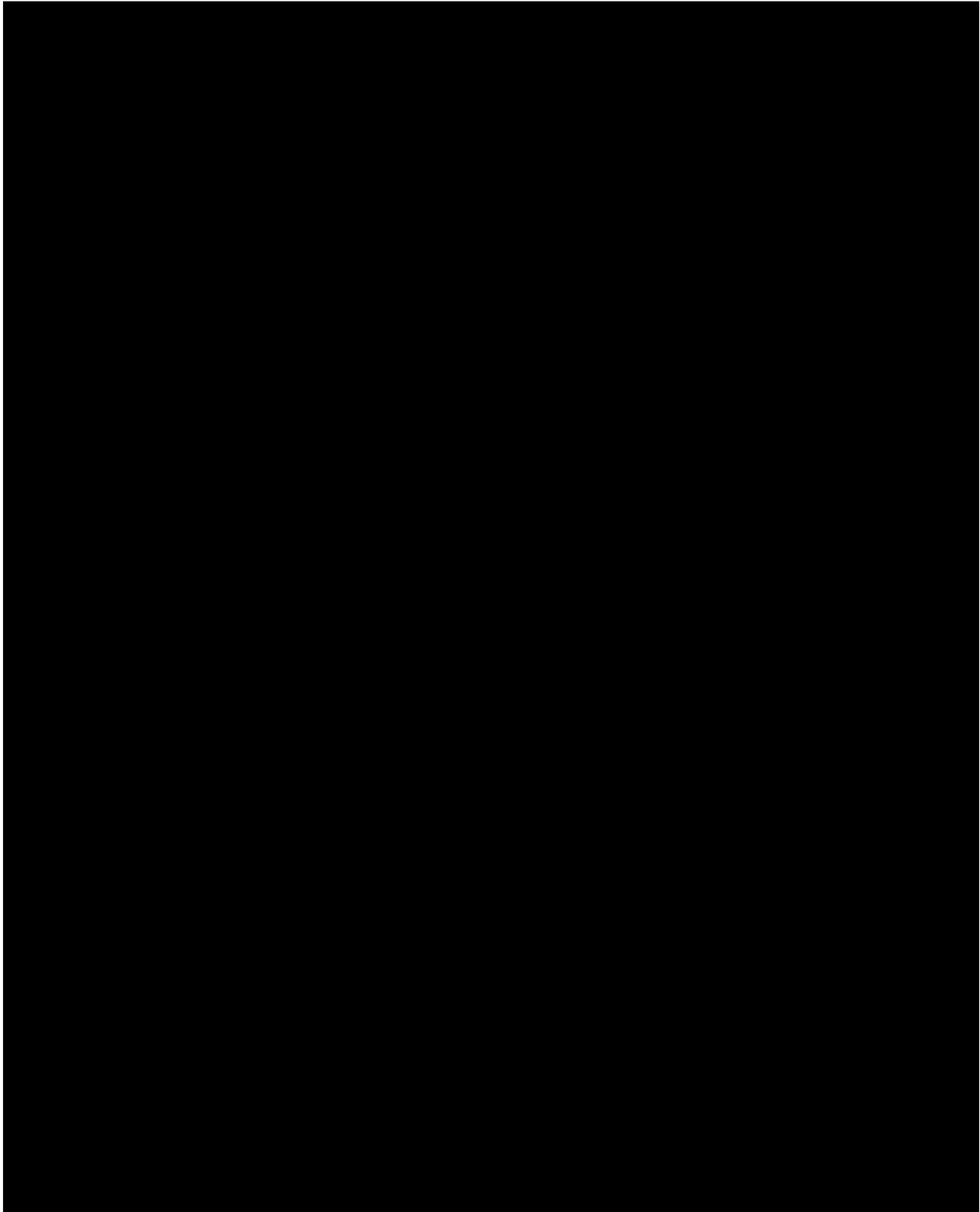
**NOTE:** If there any environmental concerns or questions please contact one of the following individuals:

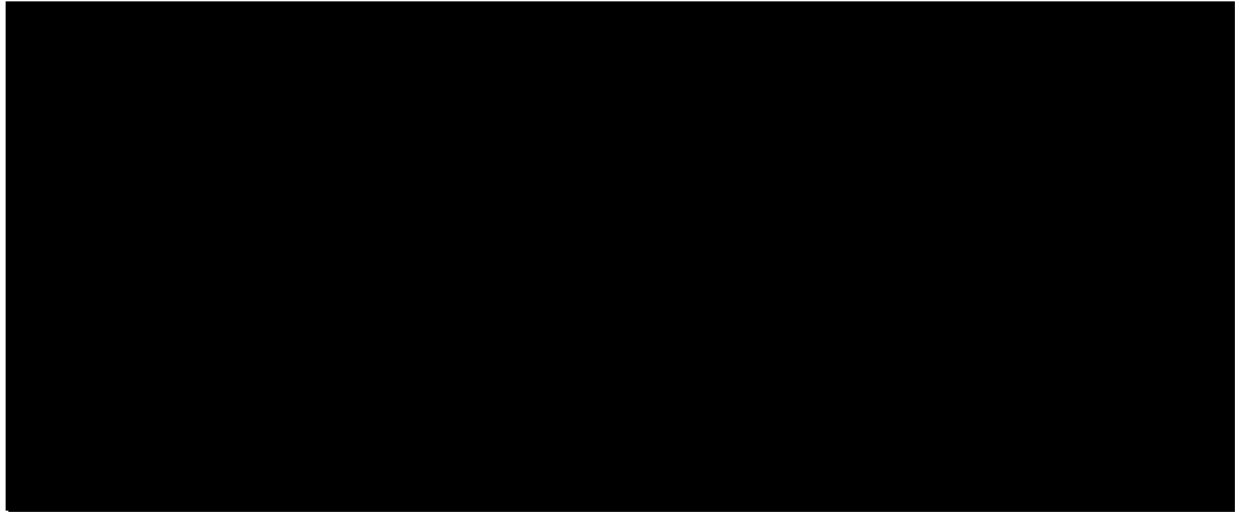
**Contact List for any Environmental Questions or Concerns**

Name	Extension	Phone #	Email
Mike Gustafson	5726	218-628-3627	mgustafson@mnpower.com
William Fraundorf	3817	218-343-1317	wfraundorf@mnpower.com
Gregory Prom	3191	218-461-6856	gprom@mnpower.com

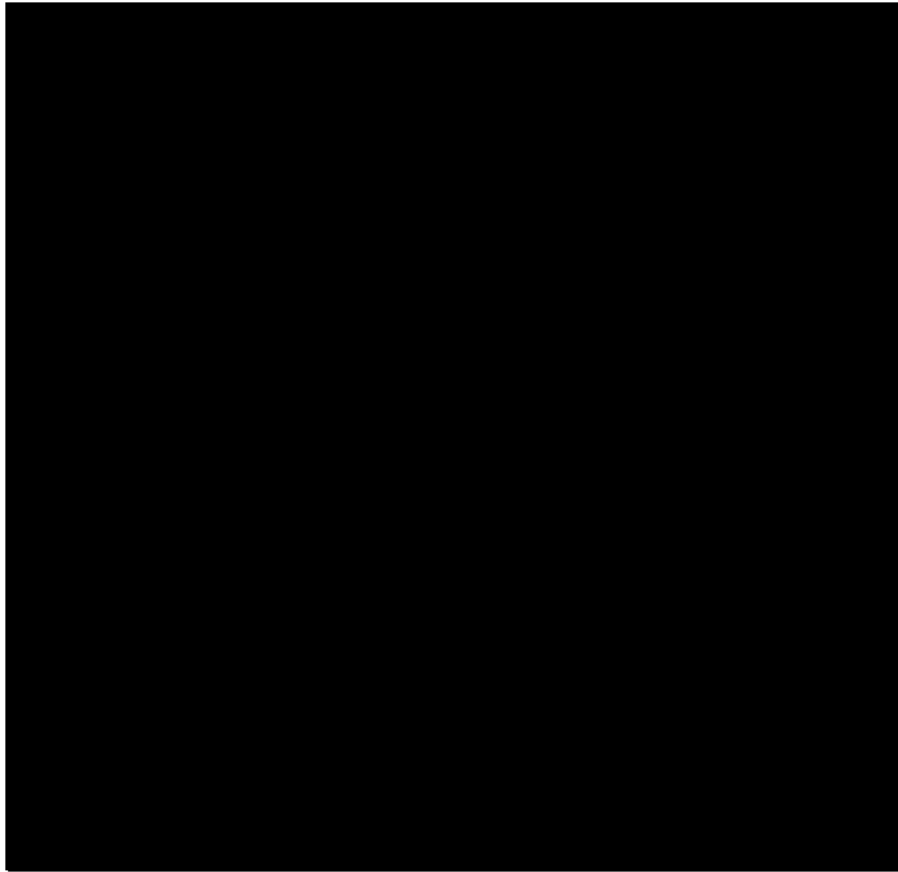
**EXHIBIT D**

**FUEL SURCHARGE**





**Exhibit E**



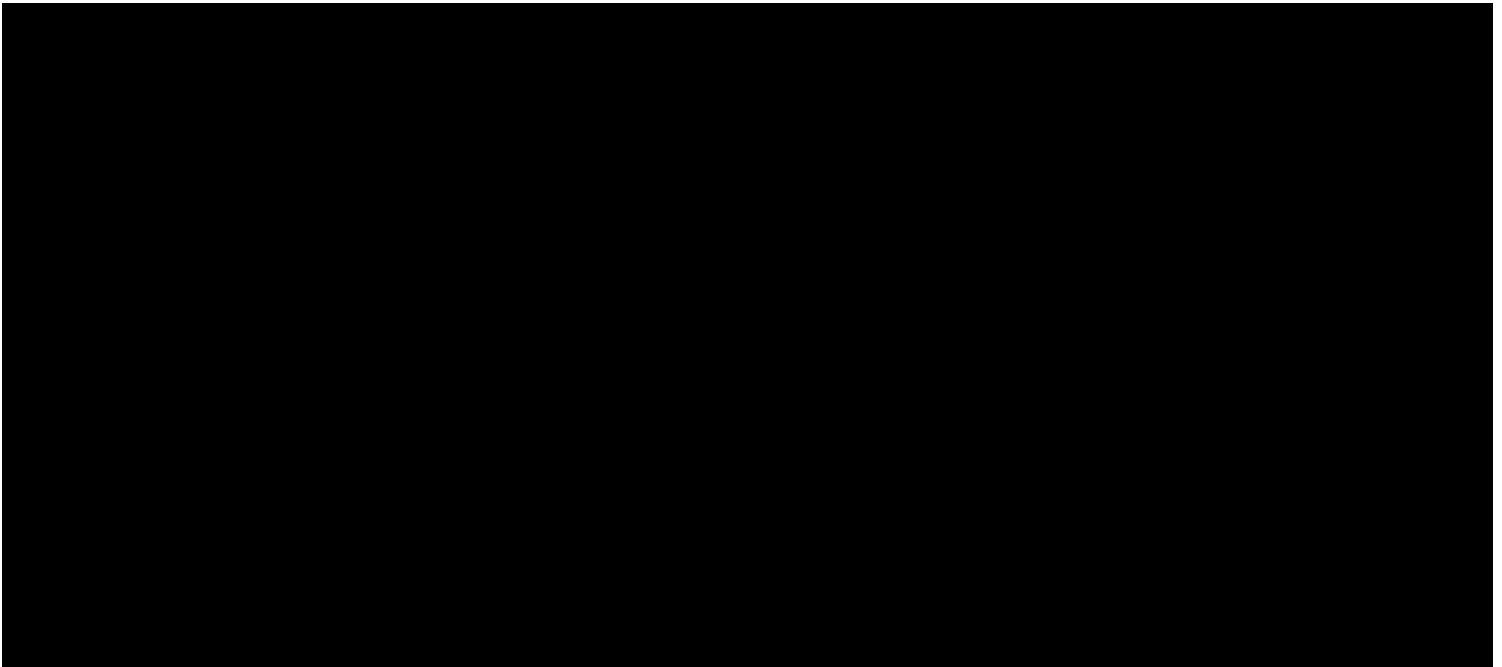


**January 3, 2022**

Minnesota Power  
Rachel Kritzeck  
CC: Rick Fannin, Lisa Fox, Earl Ortman  
30 W Superior St  
Duluth, MN 55802

Dear Rachel:

Here is your pricing for January orders. Thank you for your business and your continued support. Let me know if there are any questions.



Thank you,

A handwritten signature in black ink that reads "Jared Brenny". The script is fluid and cursive.

**Jared Brenny | Hawkins, Inc.**

Account Manager, Industrial Sales Group

2381 Rosegate | Roseville, MN 55113

D: 612.225.6672 | M: 612.987.9632

[jared.brenny@hawkinsinc.com](mailto:jared.brenny@hawkinsinc.com)



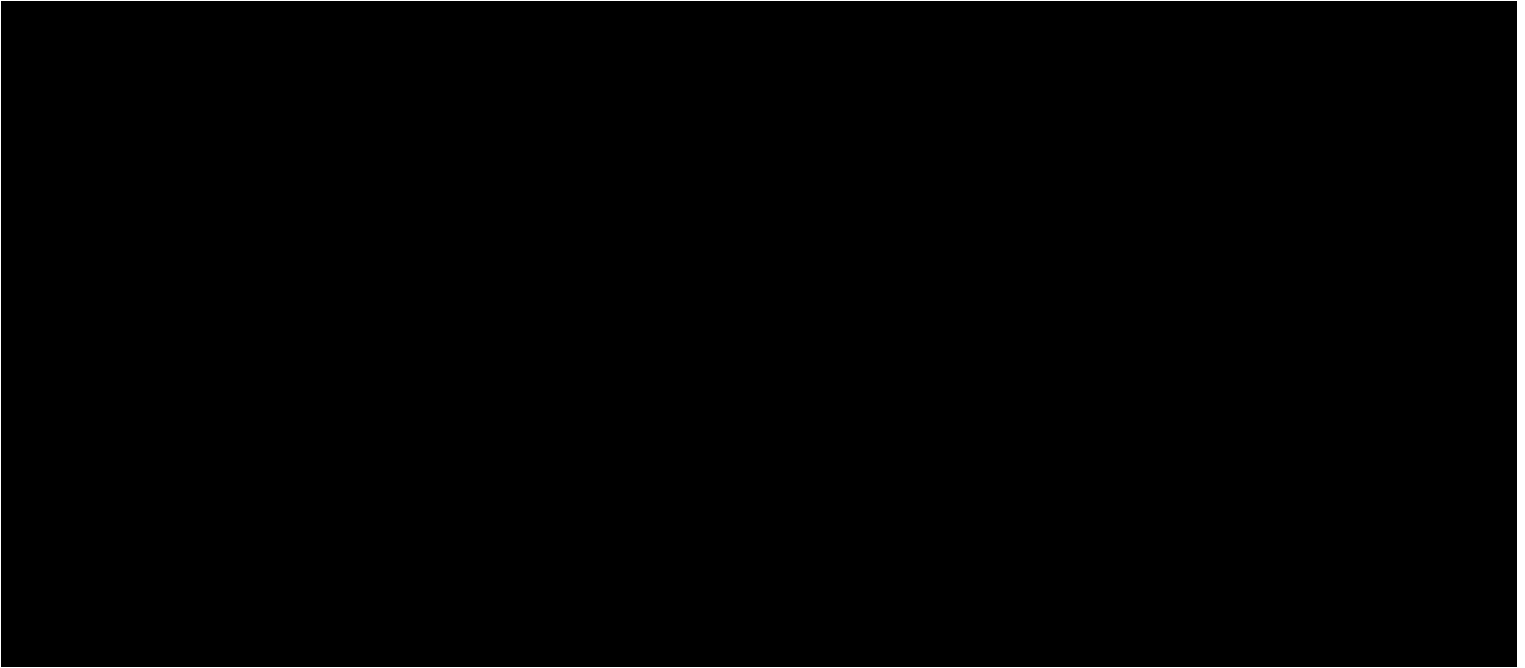
**January 31, 2022**

Minnesota Power  
Rachel Kritzeck  
CC: Rick Fannin, Lisa Fox, Earl Ortman  
30 W Superior St  
Duluth, MN 55802

Dear Rachel:

Here is your pricing for February orders. Thank you for your business and your continued support. Let me know if there are any questions.





Thank you,

*Jared Brenny*

**Jared Brenny | Hawkins, Inc.**

Account Manager, Industrial Sales Group

2381 Rosegate | Roseville, MN 55113

D: 612.225.6672 | M: 612.987.9632

[jared.brenny@hawkinsinc.com](mailto:jared.brenny@hawkinsinc.com)

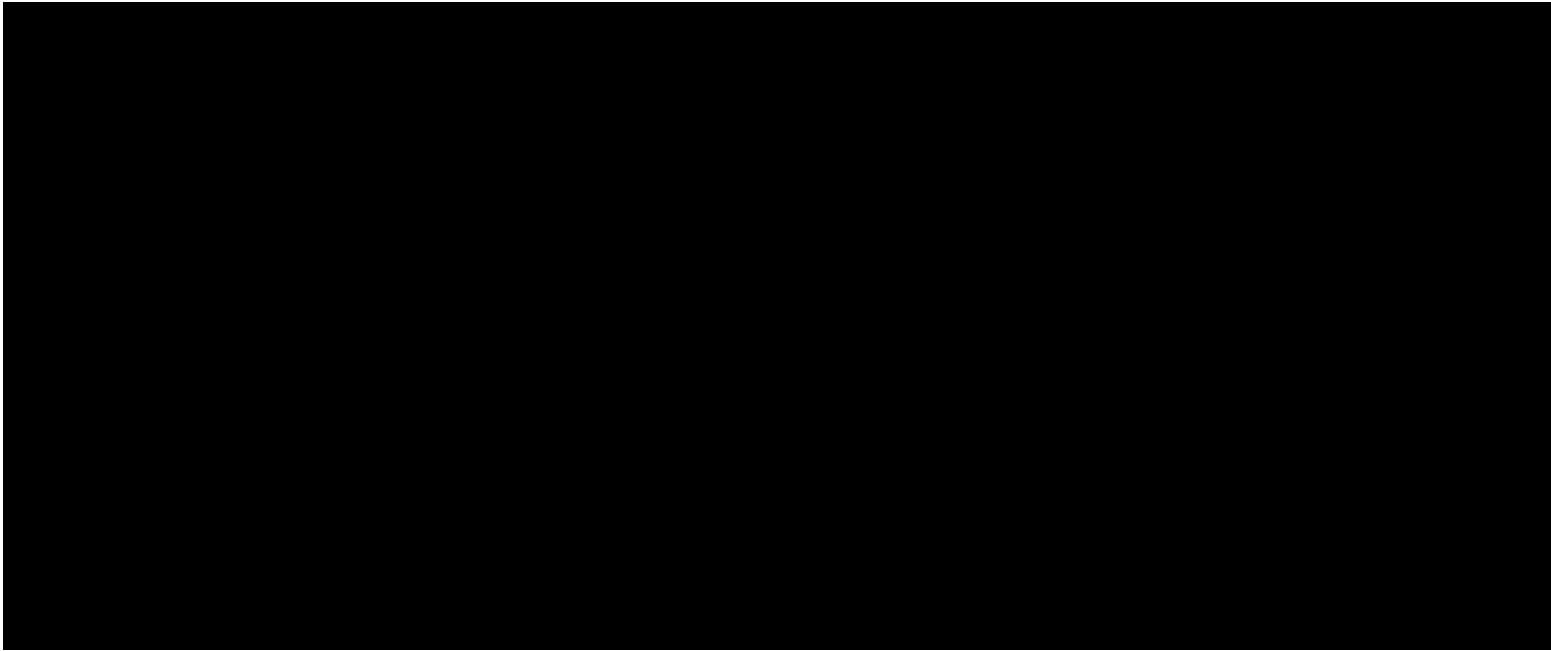
**February 28, 2022**



Minnesota Power  
Rachel Kritzeck  
CC: Rick Fannin, Lisa Fox, Earl Ortman  
30 W Superior St  
Duluth, MN 55802

Dear Rachel:

Here is your pricing for March orders. Thank you for your business and your continued support. Let me know if there are any questions.



Thank you,

*Jared Brenny*

**Jared Brenny | Hawkins, Inc.**

Account Manager, Industrial Sales Group

2381 Rosegate | Roseville, MN 55113

D: 612.225.6672 | M: 612.987.9632

[jared.brenny@hawkinsinc.com](mailto:jared.brenny@hawkinsinc.com)

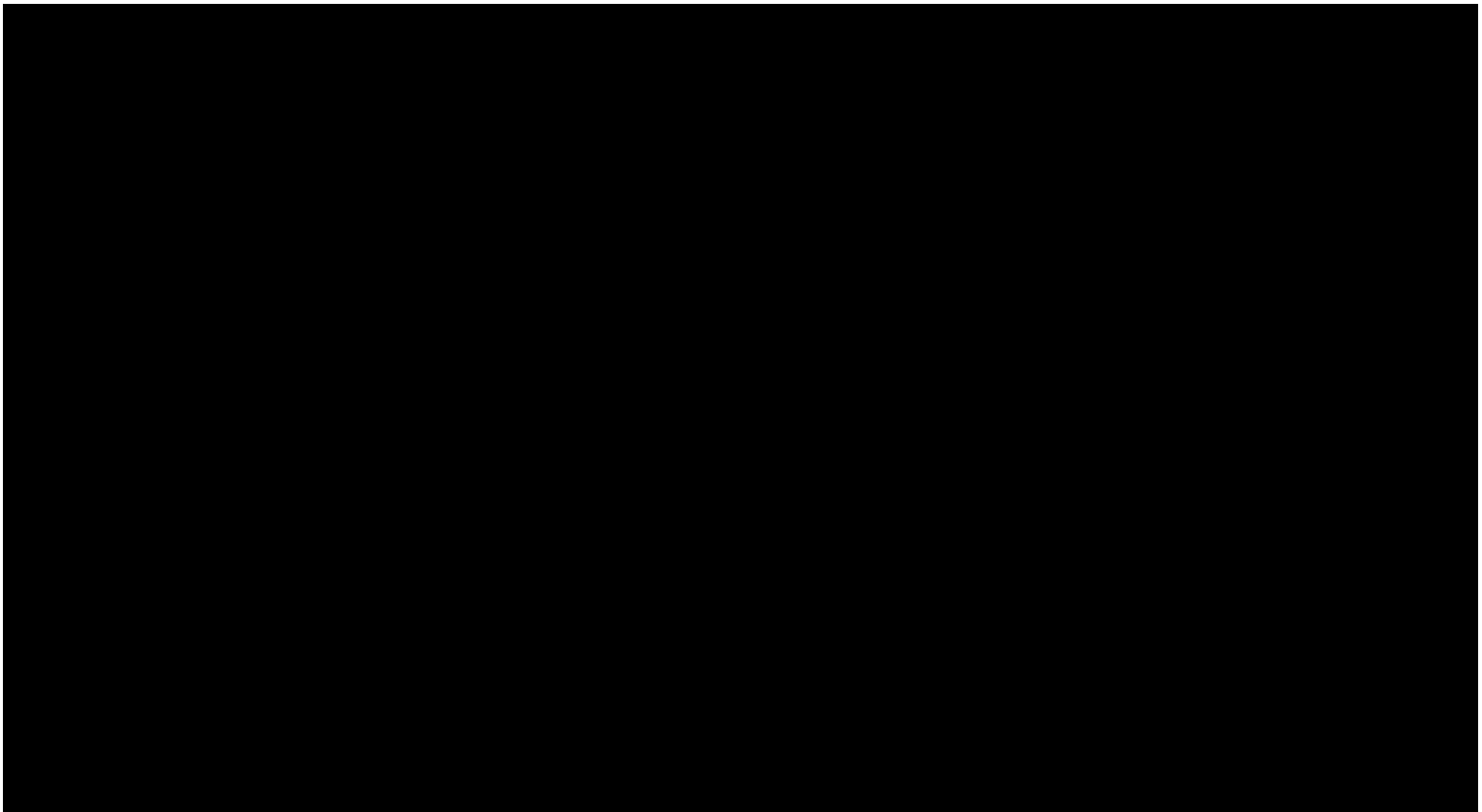


**March 28, 2022**

Minnesota Power  
To: Rachel Kritzeck  
CC: Rick Fannin, Lisa Fox, Earl Ortman  
30 W Superior St  
Duluth, MN 55802

Dear Rachel:

Here is your pricing for April bulk orders. Thank you for your business and your continued support. Let me know if there are any questions.



Thank you,

A handwritten signature in black ink that reads "Jared Brenny".

**Jared Brenny** | **Hawkins, Inc.**

Account Manager, Industrial Sales Group  
2381 Rosegate | Roseville, MN 55113  
D: 612.225.6672 | M: 612.987.9632

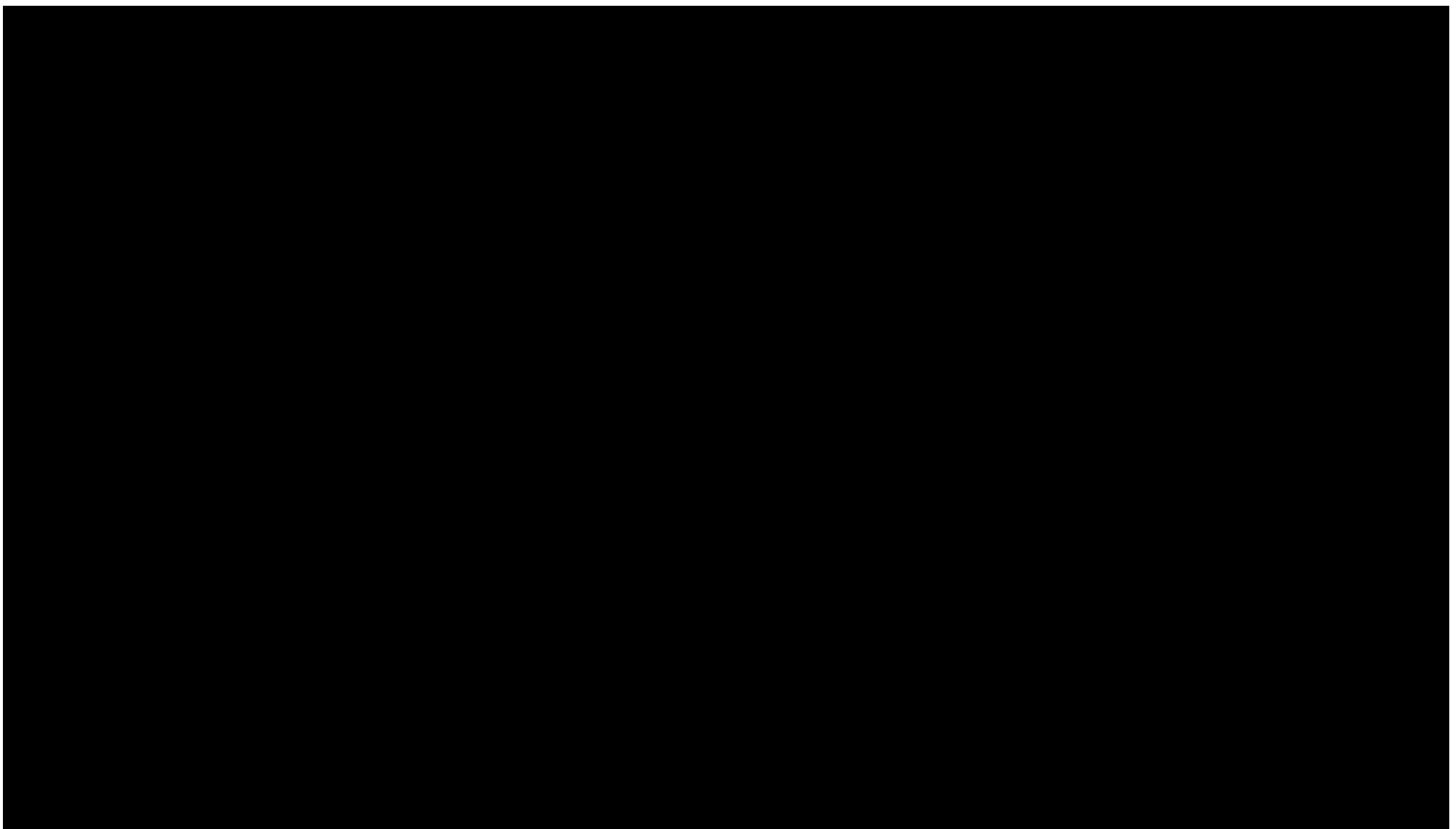
**April 29, 2022**



Minnesota Power  
To: Rachel Kritzeck  
CC: Rick Fannin, Lisa Fox, Earl Ortman  
30 W Superior St  
Duluth, MN 55802

Dear Rachel:

Here is your pricing for May bulk orders. Thank you for your business and your continued support. Let me know if there are any questions.



Thank you,

A handwritten signature in black ink that reads "Jared Brenny". The script is fluid and cursive.

**Jared Brenny | Hawkins, Inc.**

Account Manager, Industrial Sales Group  
2381 Rosegate | Roseville, MN 55113  
D: 612.225.6672 | M: 612.987.9632



**June 1, 2022**

Minnesota Power  
To: Rachel Kritzeck  
CC: Rick Fannin, Lisa Fox, Earl Ortman  
30 W Superior St  
Duluth, MN 55802

Dear Rachel:

Here is your pricing for June bulk orders. Thank you for your business and your continued support. Let me know if there are any questions.

Thank you,

A handwritten signature in black ink that reads "Jared Brenny". The script is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

**Jared Brenny | Hawkins, Inc.**

Account Manager, Industrial Sales Group  
2381 Rosegate | Roseville, MN 55113  
D: 612.225.6672 | M: 612.987.9632



**July 1, 2022**

Minnesota Power  
To: Rachel Kritzeck  
CC: Rick Fannin, Lisa Fox, Earl Ortman  
30 W Superior St  
Duluth, MN 55802

Dear Rachel:

Here is your pricing for July bulk orders. Thank you for your business and your continued support. Let me know if there are any questions.

Thank you,

A handwritten signature in black ink that reads "Jared Brenny". The script is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

**Jared Brenny | Hawkins, Inc.**

Account Manager, Industrial Sales Group  
2381 Rosegate | Roseville, MN 55113  
D: 612.225.6672 | M: 612.987.9632

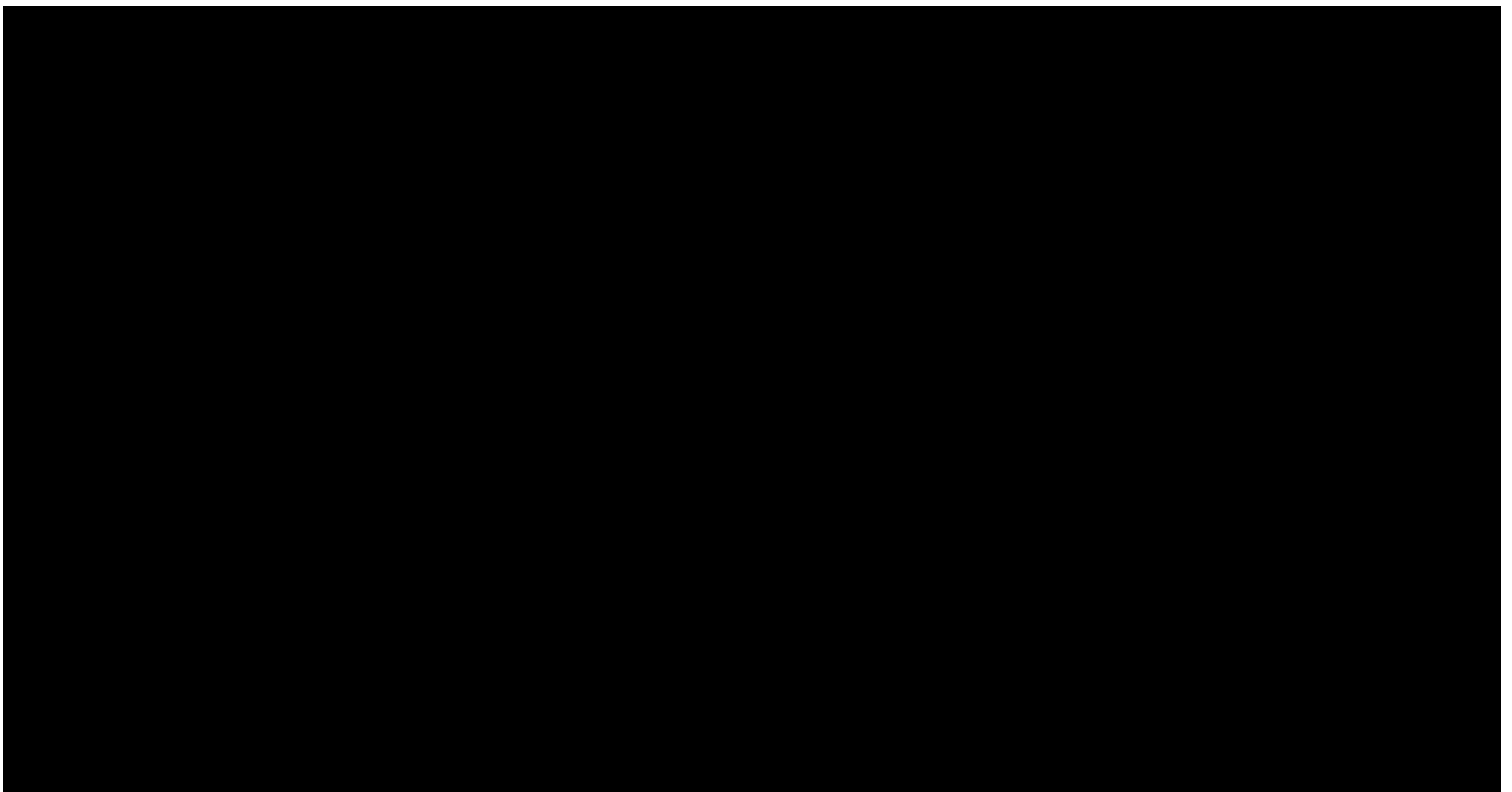


**July 29, 2022**

Minnesota Power  
To: Rachel Kritzeck  
CC: Rick Fannin, Lisa Fox, Earl Ortman  
30 W Superior St  
Duluth, MN 55802

Dear Rachel:

Here is your pricing for August bulk orders. Thank you for your business and your continued support. Let me know if there are any questions.



Thank you,

A handwritten signature in black ink that reads "Jared Brenny". The script is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

**Jared Brenny | Hawkins, Inc.**  
Account Manager, Industrial Sales Group  
2381 Rosegate | Roseville, MN 55113  
D: 612.225.6672 | M: 612.987.9632



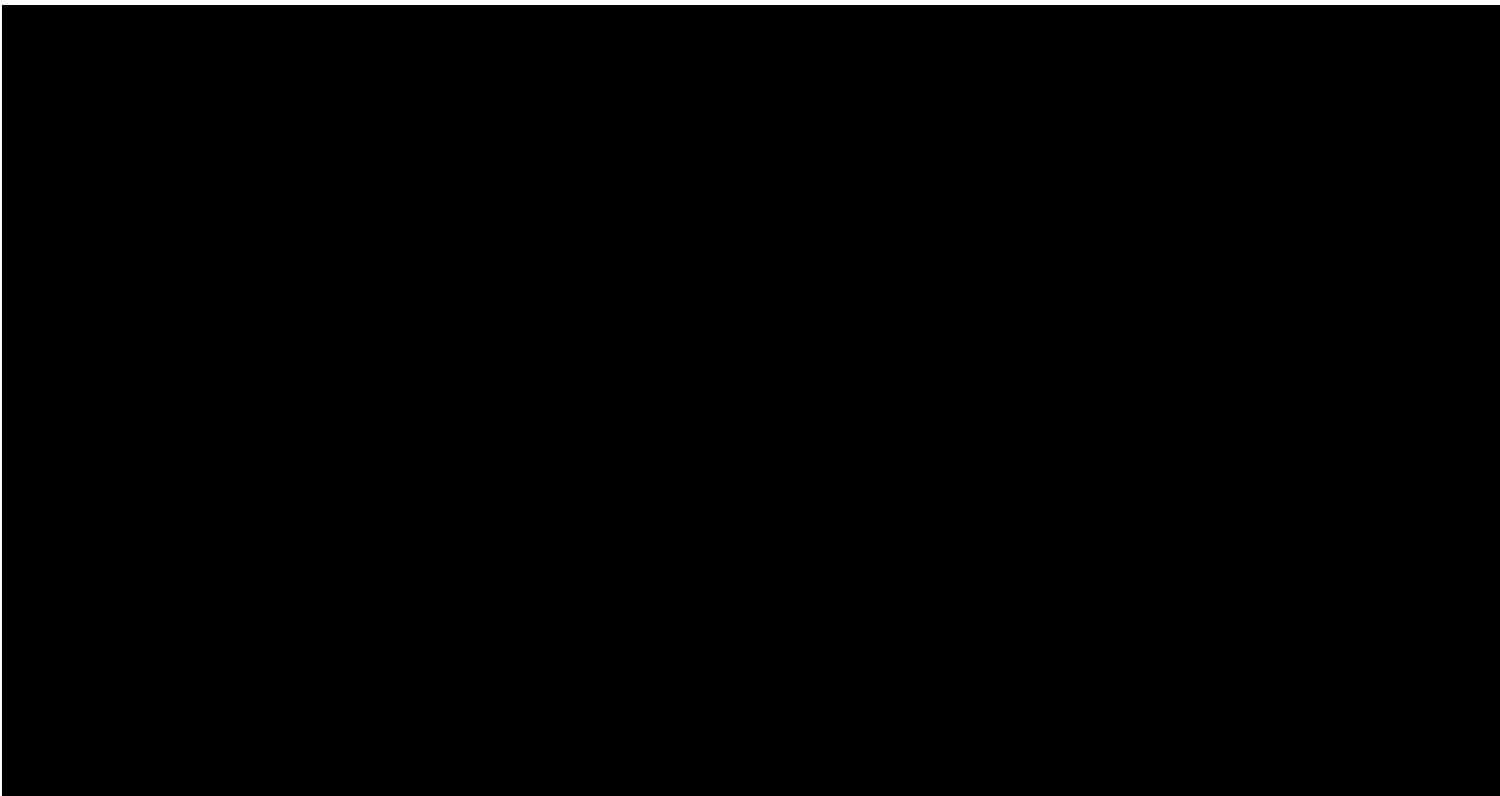


**September 1, 2022**

Minnesota Power  
To: Rachel Kritzeck  
CC: Rick Fannin, Lisa Fox, Earl Ortman  
30 W Superior St  
Duluth, MN 55802

Dear Rachel:

Here is your pricing for August bulk orders. Thank you for your business and your continued support. Let me know if there are any questions.



Thank you,

A handwritten signature in black ink that reads "Jared Brenny". The script is fluid and cursive.

**Jared Brenny | Hawkins, Inc.**

Account Manager, Industrial Sales Group  
2381 Rosegate | Roseville, MN 55113  
D: 612.225.6672 | M: 612.987.9632

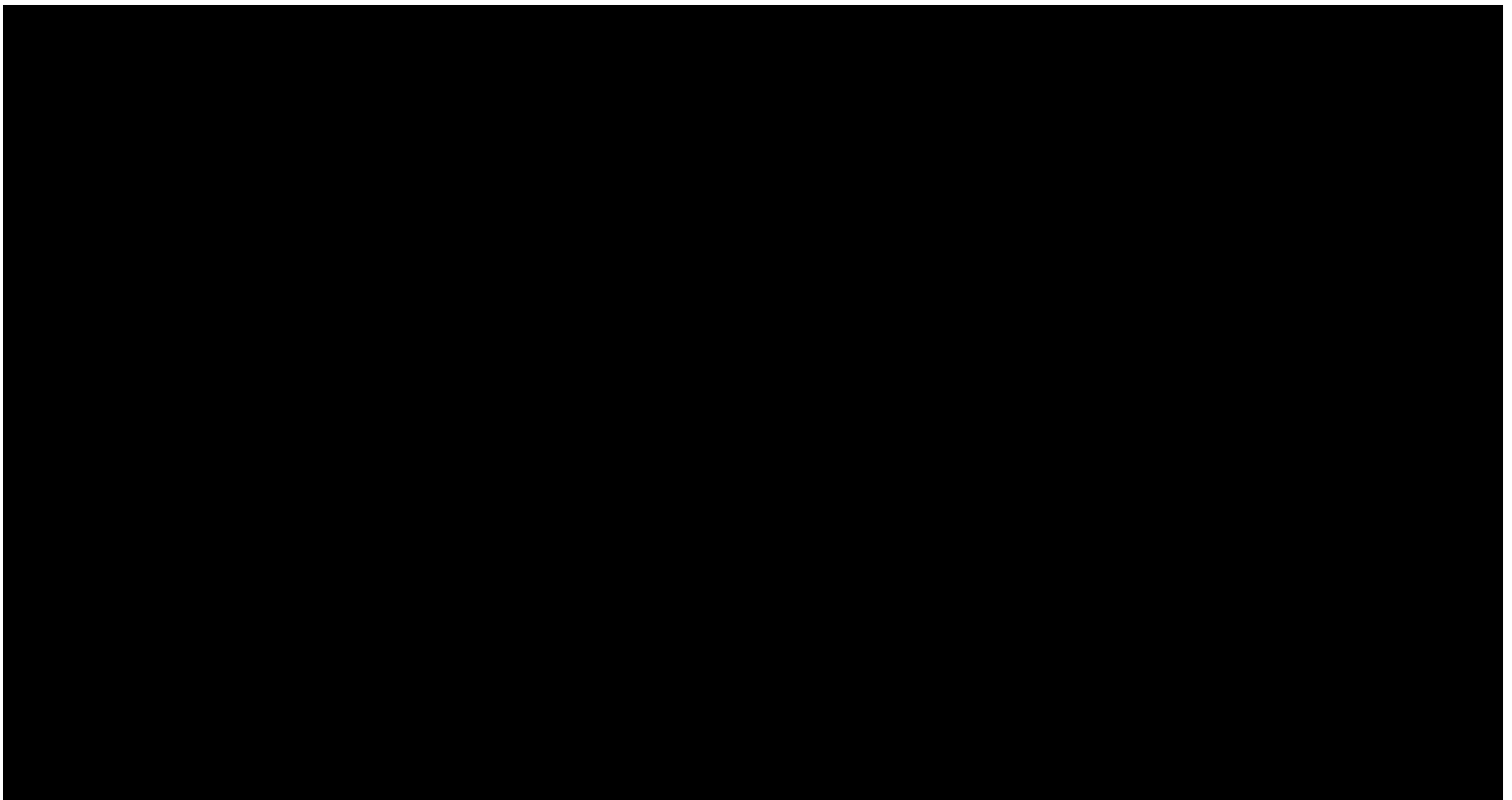
**September 30, 2022**



Minnesota Power  
To: Rachel Kritzeck  
CC: Rick Fannin, Lisa Fox, Earl Ortman  
30 W Superior St  
Duluth, MN 55802

Dear Rachel:

Here is your pricing for October bulk orders. Thank you for your business and your continued support.  
Let me know if there are any questions.



Thank you,

A handwritten signature in black ink that reads "Jared Brenny".

**Jared Brenny | Hawkins, Inc.**

Account Manager, Industrial Sales Group  
2381 Rosegate | Roseville, MN 55113  
D: 612.225.6672 | M: 612.987.9632

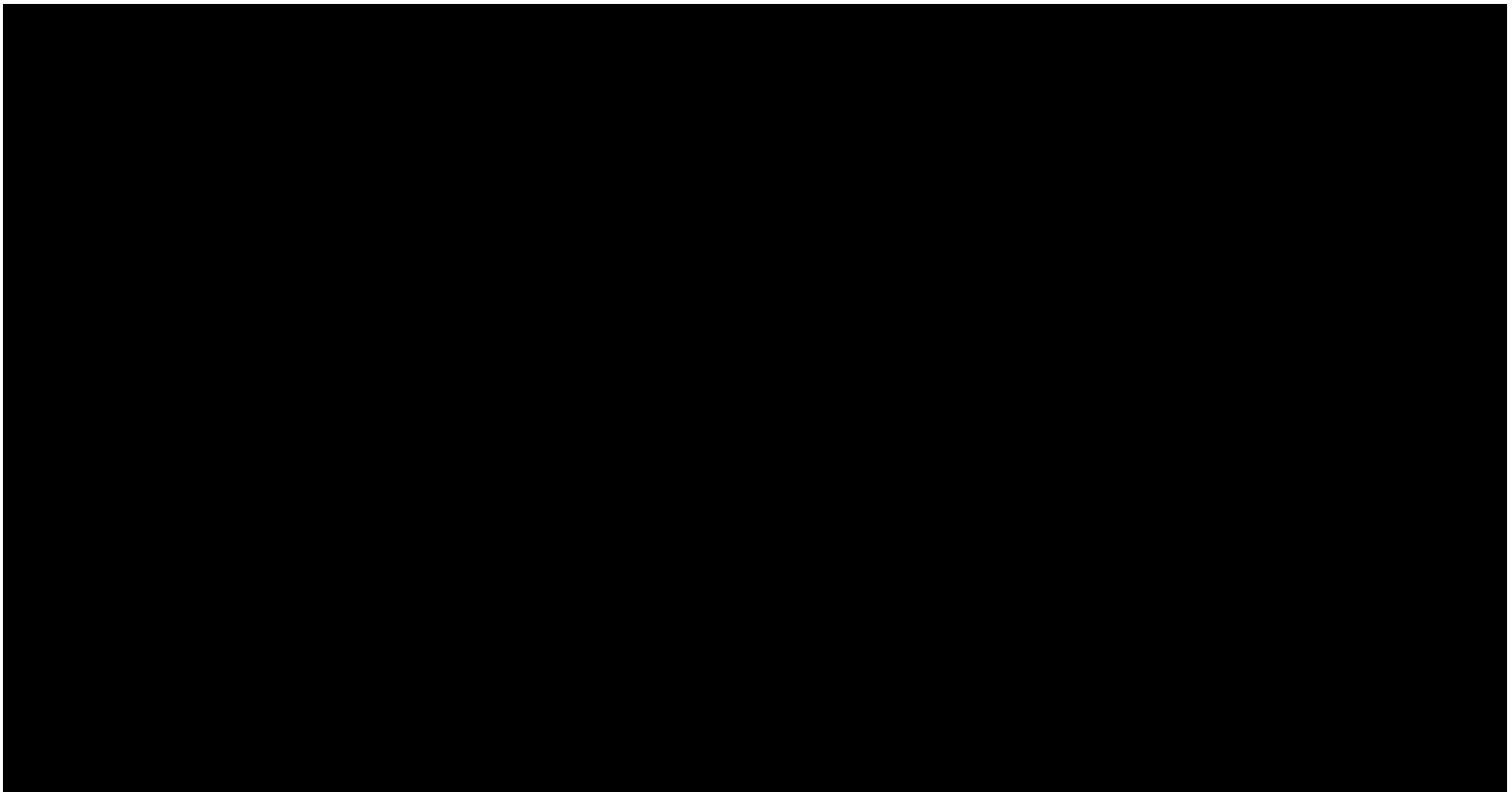


**October 31, 2022**

Minnesota Power  
To: Rachel Kritzeck  
CC: Rick Fannin, Lisa Fox, Earl Ortman  
30 W Superior St  
Duluth, MN 55802

Dear Rachel:

Here is your pricing for November bulk orders. Thank you for your business and your continued support.  
Let me know if there are any questions.



Thank you,

A handwritten signature in black ink that reads "Jared Brenny". The script is fluid and cursive.

**Jared Brenny | Hawkins, Inc.**  
Account Manager, Industrial Sales Group  
2381 Rosegate | Roseville, MN 55113  
D: 612.225.6672 | M: 612.987.9632

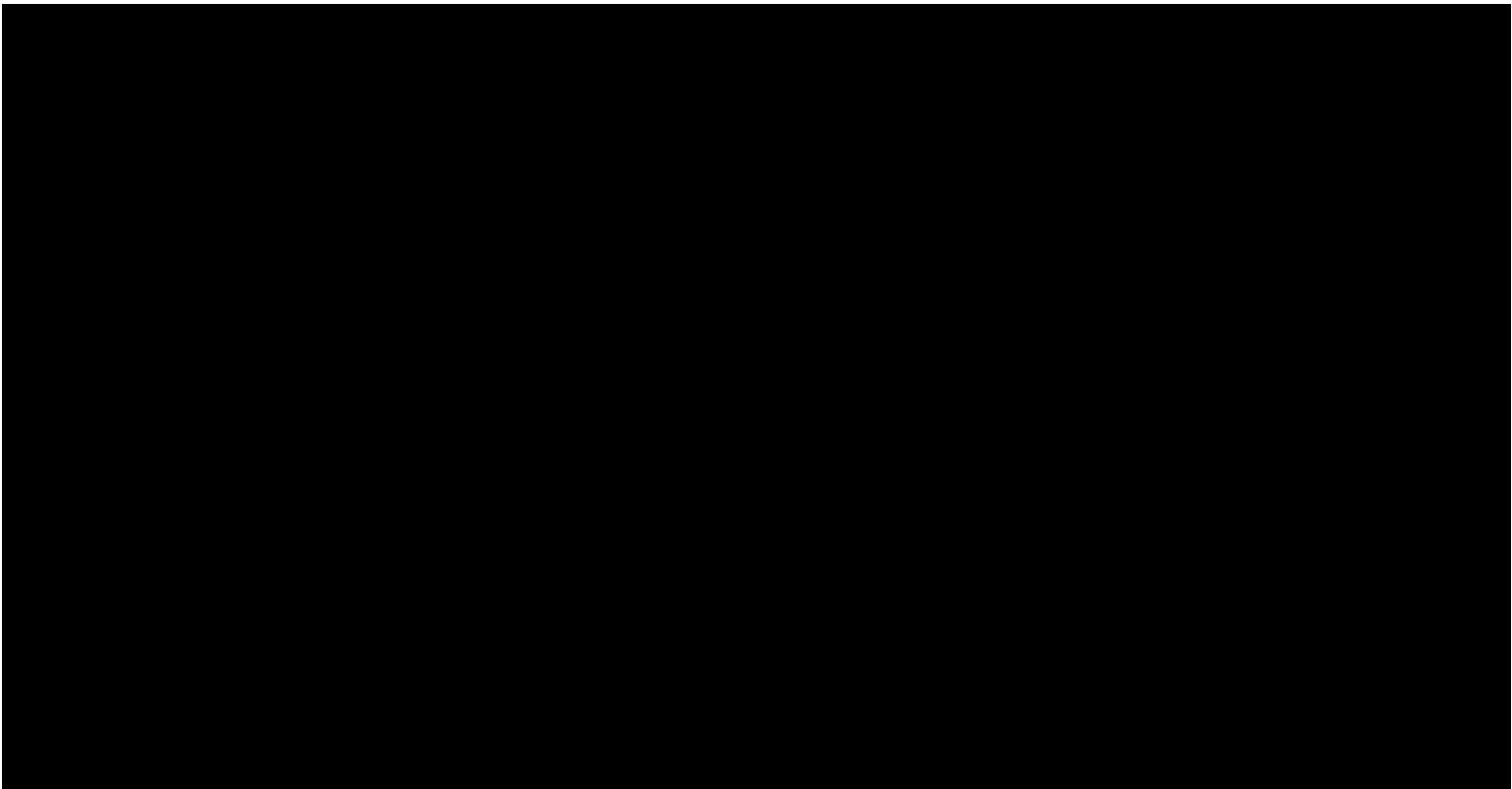


**November 30, 2022**

Minnesota Power  
To: Rachel Kritzeck  
CC: Rick Fannin, Lisa Fox, Earl Ortman  
30 W Superior St  
Duluth, MN 55802

Dear Rachel:

Here is your pricing for December bulk orders. Thank you for your business and your continued support.  
Let me know if there are any questions.



Thank you,

A handwritten signature in black ink that reads "Jared Brenny". The script is fluid and cursive.

**Jared Brenny | Hawkins, Inc.**

Account Manager, Industrial Sales Group  
2381 Rosegate | Roseville, MN 55113  
D: 612.225.6672 | M: 612.987.9632

# HAWKINS CHEMICAL, INC.

December 30, 2020

Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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[REDACTED]				
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Thank you for your continued support.

Sincerely,

David Magine

# HAWKINS CHEMICAL, INC.

January 28, 2021

Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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[REDACTED]				
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Thank you for your continued support.

Sincerely,

David Mengine



# HAWKINS CHEMICAL, INC.

February 26, 2021

Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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[REDACTED]				
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Thank you for your continued support.

Sincerely,

David Magine

# HAWKINS CHEMICAL, INC.

April 1, 2021

Rachel Kritzeck  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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Thank you for your continued support.

Sincerely,

David Magine

April 30, 2021

Rachel Kritzeck  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802



Dear Rachel:

Hawkins, Inc.  
2381 Rosegate  
Roseville, MN 55113  
(612) 331-6910  
(612) 331-5304

Account Representative  
Hawkins, Inc

June 1, 2021

Rachel Kritzeck  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802



Dear Rachel:

Hawkins, Inc.  
2381 Rosegate  
Roseville, MN 55113  
(612) 331-6910  
(612) 331-5304

Account Representative  
Hawkins, Inc

June 15, 2021

Rachel Kritzeck  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802



Dear Rachel:

Price changes for the coming quarter due to increases from manufacturers. Prices will be effective

Hawkins, Inc.  
2381 Rosegate  
Roseville, MN 55113  
(612) 331-6910  
(612) 331-5304

Phil Eason  
Account Representative  
Hawkins, Inc

August 3, 2021

Rachel Kritzeck  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802



Dear Rachel:

Prices have not changed from the 7/6 price letter I sent. Thank you for your business.

Hawkins, Inc.  
2381 Rosegate  
Roseville, MN 55113  
(612) 331-6910  
(612) 331-5304

Phil Eason  
Account Representative  
Hawkins, Inc



September 1, 2021

Rachel Kritzeck  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802



Dear Rachel:

Prices have not changed from the 8/3 price letter I sent. Thank you for your business.

Hawkins, Inc.  
2381 Rosegate  
Roseville, MN 55113  
(612) 331-6910  
(612) 331-5304

Phil Eason  
Account Representative  
Hawkins, Inc

October 4, 2021

Rachel Kritzeck  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802



Dear Rachel:

Hawkins is receiving price increase for the Aqua ammonia due to the increase in natural gas price

Hawkins, Inc.  
2381 Rosegate  
Roseville, MN 55113  
(612) 331-6910  
(612) 331-5304

Hawkins, Inc

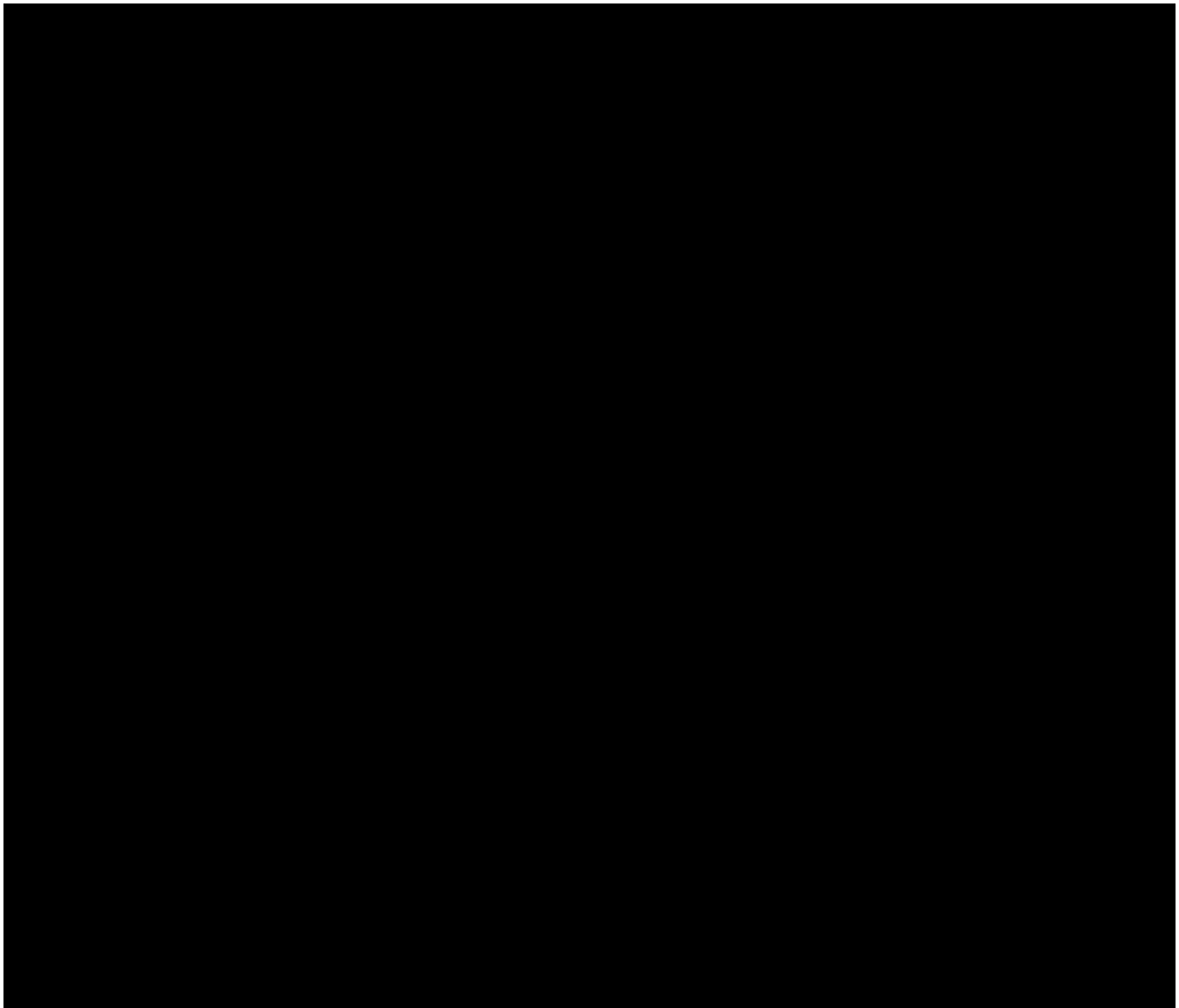
**November 4, 2021**

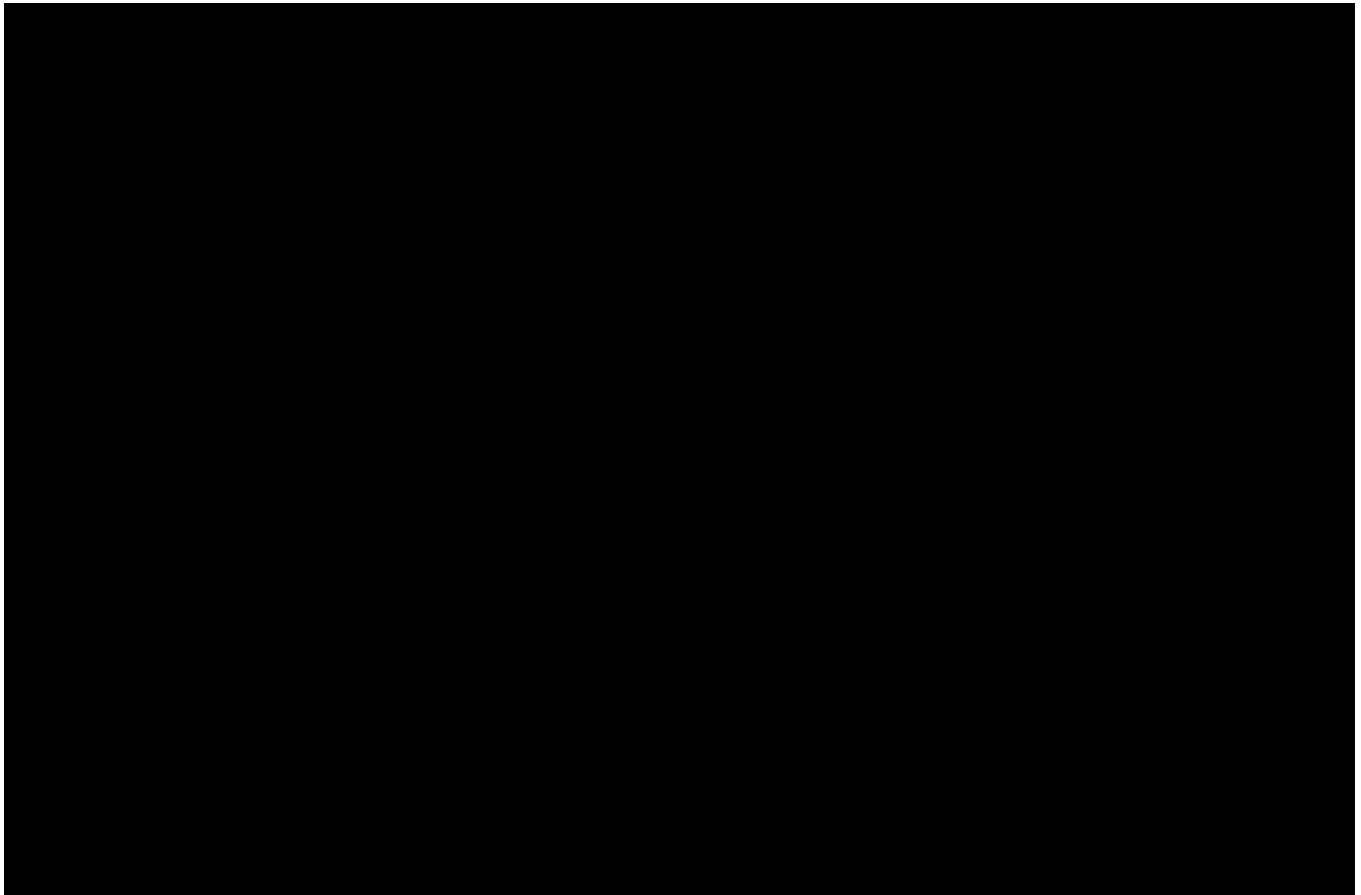


Rachel Kritzeck  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Rachel:

Pricing has not changed since the most recent letter that was sent in the beginning of October. Here is your pricing for November orders. Thank you for your business and your continued support.





Thank you,

**Jared Brenny**

Account Manager, [Hawkins Inc.](#)

2381 Rosegate Roseville, MN 55113

D: 612.225.6672 | C: 612.987.9632

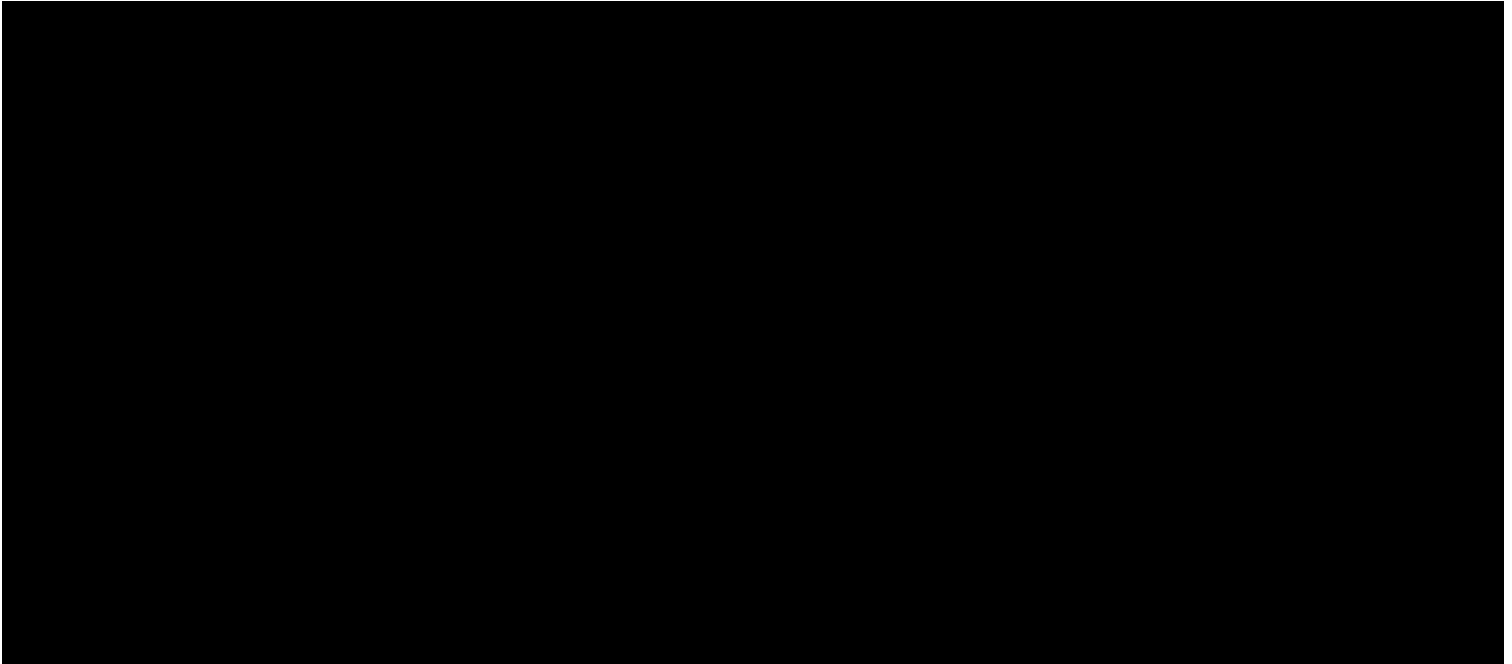
**November 30, 2021**



Minnesota Power  
Rachel Kritzeck  
CC: Rick Fannin, Lisa Fox, Earl Ortman  
30 W Superior St  
Duluth, MN 55802

Dear Rachel:

Here is your pricing for December orders. Thank you for your business and your continued support. Let me know if there are any questions.



Thank you,

A handwritten signature in black ink that reads "Jared Brenny". The script is fluid and cursive.

**Jared Brenny | Hawkins, Inc.**

Account Manager, Industrial Sales Group

2381 Rosegate | Roseville, MN 55113

D: 612.225.6672 | M: 612.987.9632

[jared.brenny@hawkinsinc.com](mailto:jared.brenny@hawkinsinc.com)

# HAWKINS CHEMICAL, INC.

December 26, 2019

Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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Thank you for your continued support.

Sincerely,

David Magine



# HAWKINS CHEMICAL, INC.

January 31, 2019

Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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[REDACTED]				
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Thank you for your continued support.

Sincerely,

David Manging

# HAWKINS CHEMICAL, INC.

February 28, 2020

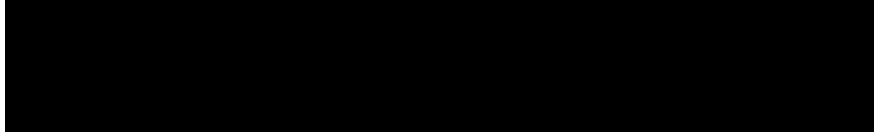
Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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Thank you for your continued support.

Sincerely,

David Magine

# HAWKINS CHEMICAL, INC.

April 30, 2020

Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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[REDACTED]				
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Thank you for your continued support.

Sincerely,

David Magine

# HAWKINS CHEMICAL, INC.

May 31, 2020

Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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Thank you for your continued support.

Sincerely,

David Magine



# HAWKINS CHEMICAL, INC.

August 31, 2020

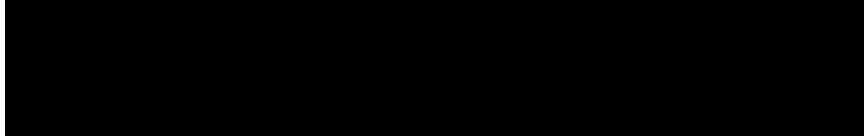
Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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Thank you for your continued support.

Sincerely,

David Magine

# HAWKINS CHEMICAL, INC.

September 30, 2020

Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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[REDACTED]				
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Thank you for your continued support.

Sincerely,

David Magine

# HAWKINS CHEMICAL, INC.

November 30, 2020

Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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[REDACTED]				
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Thank you for your continued support.

Sincerely,

David Magine

# HAWKINS CHEMICAL, INC.

December 31, 2018

Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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Thank you for your continued support.

Sincerely,

David Mengine



# HAWKINS CHEMICAL, INC.

January 30, 2019

Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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Thank you for your continued support.

Sincerely,

David Magine

# HAWKINS CHEMICAL, INC.

February 28, 2019

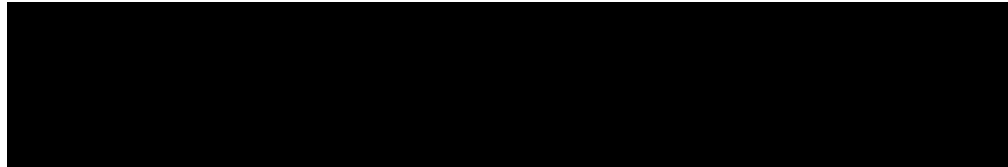
Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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Thank you for your continued support.

Sincerely,

David Mengine

# HAWKINS CHEMICAL, INC.

March 28, 2019

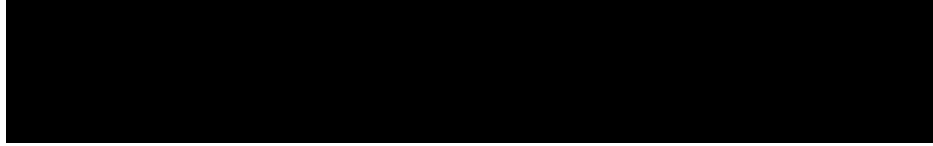
Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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[REDACTED]				
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Thank you for your continued support.

Sincerely,

David Mengine

# HAWKINS CHEMICAL, INC.

April 30, 2019

Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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Thank you for your continued support.

Sincerely,

David Mengine



# HAWKINS CHEMICAL, INC.

May 31, 2019

Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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Thank you for your continued support.

Sincerely,

David Mengine

# HAWKINS CHEMICAL, INC.

June 27, 2019

Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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Thank you for your continued support.

Sincerely,

David Magine

# HAWKINS CHEMICAL, INC.

August 30, 2019

Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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Thank you for your continued support.

Sincerely,

David Magine

# HAWKINS CHEMICAL, INC.

September 30, 2019

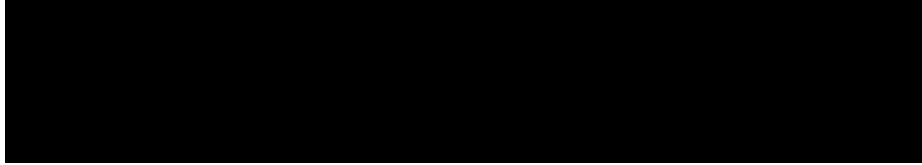
Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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[REDACTED]				
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Thank you for your continued support.

Sincerely,

David Magine



# HAWKINS CHEMICAL, INC.

October 31, 2019

Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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[REDACTED]				
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Thank you for your continued support.

Sincerely,

David Magine

# HAWKINS CHEMICAL, INC.

December 29, 2017

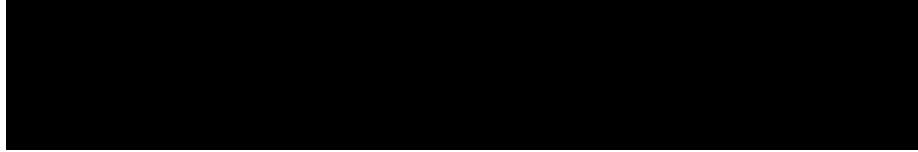
Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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[REDACTED]				
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Thank you for your continued support.

Sincerely,

David Mengine

# HAWKINS CHEMICAL, INC.

January 30, 2018

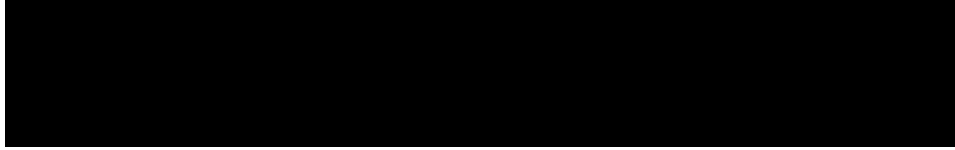
Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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[REDACTED]				
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Thank you for your continued support.

Sincerely,

David Magine

# HAWKINS CHEMICAL, INC.

February 27, 2018

Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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[REDACTED]				
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Thank you for your continued support.

Sincerely,

David Magine



# HAWKINS CHEMICAL, INC.

April 2, 2018

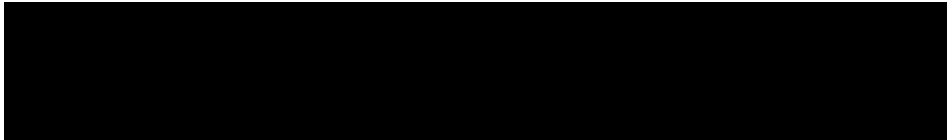
Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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[REDACTED]				
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Thank you for your continued support.

Sincerely,

David Magine

# HAWKINS CHEMICAL, INC.

April 27, 2018

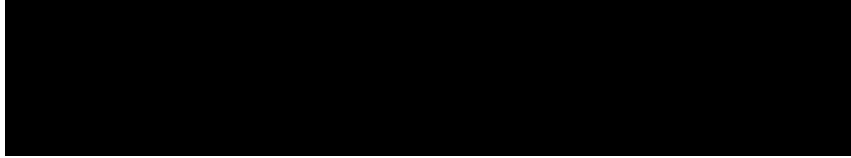
Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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[REDACTED]				
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Thank you for your continued support.

Sincerely,

David Mengine

# HAWKINS CHEMICAL, INC.

May 31, 2018

Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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Thank you for your continued support.

Sincerely,

David Magine

# HAWKINS CHEMICAL, INC.

June 29, 2018

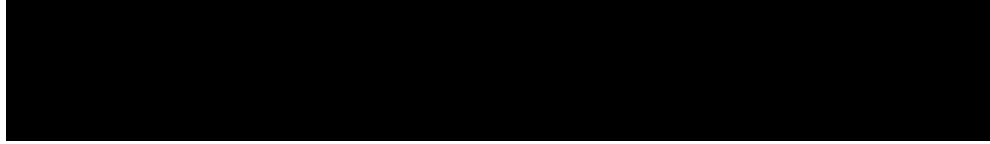
Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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[REDACTED]				
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Thank you for your continued support.

Sincerely,

David Mengine



**From:** [Dave Mangine](#)  
**To:** [Tracey Mattfield \(ALLETE\)](#); [Crystal Burggraf \(MP\)](#)  
**Subject:** RE: MNPowerPricingInc 9-18doc AUGUST  
**Date:** Tuesday, September 4, 2018 8:34:50 AM

---

[ ALERT – External Email – Handle Accordingly ]

---

The pricing remained the same.

Thanks,

David

---

**From:** Tracey Mattfield (ALLETE)  
**Sent:** Tuesday, September 04, 2018 7:37 AM  
**To:** Dave Mangine ; Crystal Burggraf (MP)  
**Subject:** RE: MNPowerPricingInc 9-18doc

Dave:

Do you have a pricing letter for August or did pricing remain the same from July to August?

Thanks,

**Tracey A. Mattfield, CPSM**

Contract Administrator

✉ [tmattfield@allete.com](mailto:tmattfield@allete.com)

☎ 218-313-4301 | Fax 218-313-5470

ALLETE | 30 West Superior Street | Duluth, MN 55802 | 🌐 [www.allete.com](http://www.allete.com)

---

**From:** Dave Mangine [<mailto:Dave.Mangine@HawkinsInc.com>]  
**Sent:** Friday, August 31, 2018 8:12 AM  
**To:** Tracey Mattfield (ALLETE) <[tmattfield@allete.com](mailto:tmattfield@allete.com)>; Crystal Burggraf (MP) <[cburggraf@mnpower.com](mailto:cburggraf@mnpower.com)>  
**Subject:** MNPowerPricingInc 9-18doc

[ ALERT – External Email – Handle Accordingly ]

---

Tracey,

Here is your pricing for September.

Thanks,

David

# HAWKINS CHEMICAL, INC.

August 31, 2018

Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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[REDACTED]				
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Thank you for your continued support.

Sincerely,

David Magine

# HAWKINS CHEMICAL, INC.

September 24, 2018

Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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[REDACTED]				
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Thank you for your continued support.

Sincerely,

David Magine

# HAWKINS CHEMICAL, INC.

November 29, 2018

Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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[REDACTED]				
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Thank you for your continued support.

Sincerely,

David Mengine

# HAWKINS CHEMICAL, INC.

February 27, 2017

Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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Thank you for your continued support.

Sincerely,

David Manging

# HAWKINS CHEMICAL, INC.

March 31, 2017

Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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[REDACTED]				
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Thank you for your continued support.

Sincerely,

David Manginge

# HAWKINS CHEMICAL, INC.

April 28, 2017

Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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[REDACTED]				
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Thank you for your continued support.

Sincerely,

David Manginge

# HAWKINS CHEMICAL, INC.

May 31, 2017

Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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Thank you for your continued support.

Sincerely,

David Mengine

# HAWKINS CHEMICAL, INC.

June 30, 2017

Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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Thank you for your continued support.

Sincerely,

David Manging

# HAWKINS CHEMICAL, INC.

July 28, 2017

Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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[REDACTED]				
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Thank you for your continued support.

Sincerely,

David Mangle

# HAWKINS CHEMICAL, INC.

August 31, 2017

Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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[REDACTED]				
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Thank you for your continued support.

Sincerely,

David Manging

# HAWKINS CHEMICAL, INC.

September 11, 2017

Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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Thank you for your continued support.

Sincerely,

David Magine

# HAWKINS CHEMICAL, INC.

September 29, 2017

Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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[REDACTED]				
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Thank you for your continued support.

Sincerely,

David Magine

# HAWKINS CHEMICAL, INC.

October 31, 2017

Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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Thank you for your continued support.

Sincerely,

David Magine

# HAWKINS CHEMICAL, INC.

November 30, 2017

Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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[REDACTED]				
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Thank you for your continued support.

Sincerely,

David Magine

# HAWKINS CHEMICAL, INC.

December 30, 2015

Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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Thank you for your continued support.

Sincerely,

David Manging

# HAWKINS CHEMICAL, INC.

February 1, 2016

Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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[REDACTED]				
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Thank you for your continued support.

Sincerely,

David Manging

# HAWKINS CHEMICAL, INC.

March 1, 2016

Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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Thank you for your continued support.

Sincerely,

David Mangle

# HAWKINS CHEMICAL, INC.

March 28, 2016

Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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[REDACTED]				
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Thank you for your continued support.

Sincerely,

David Mangle

# HAWKINS CHEMICAL, INC.

May 31, 2016

Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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Thank you for your continued support.

Sincerely,

David Manging

# HAWKINS CHEMICAL, INC.

June 30, 2016

Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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[REDACTED]				
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Thank you for your continued support.

Sincerely,

David Manging

# HAWKINS CHEMICAL, INC.

August 8, 2016

Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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[REDACTED]				
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Thank you for your continued support.

Sincerely,

David Mangle

# HAWKINS CHEMICAL, INC.

August 31, 2016

Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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Thank you for your continued support.

Sincerely,

David Manginge

# HAWKINS CHEMICAL, INC.

October 1, 2016

Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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[REDACTED]				
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Thank you for your continued support.

Sincerely,

David Manginge

# HAWKINS CHEMICAL, INC.

October 31, 2016

Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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Thank you for your continued support.

Sincerely,

David Manging

# HAWKINS CHEMICAL, INC.

December 29, 2016

Tracey Mattfield  
Minnesota Power  
30 W Superior St  
Duluth, MN 55802

Dear Tracey:

Per our conversation on pricing for 2015

HCI#	Product	Location	Size	Price(\$)
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[REDACTED]				
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Thank you for your continued support.

Sincerely,

David Manging

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

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AFFIDAVIT OF SERVICE VIA  
ELECTRONIC FILING

Susan Romans, of the City of Duluth, County of St. Louis, State of Minnesota, says that on the 15<sup>th</sup> day of December, 2022, she served Minnesota Power's *PUBLIC* and *TRADE SECRET* Reply Comments in Docket No. E015/M-22-547 on the Minnesota Public Utilities Commission and the Energy Resources Division of the Minnesota Department of Commerce via electronic filing. The persons on the Official Service List were served via E-Dockets.

  
\_\_\_\_\_  
Susan Romans