

~~CONFIDENTIAL~~

In the Matter of _____ IN THE MATTER OF THE FILING BY
_____ CTTT TAIL POWER COMPANY FOR
_____ APPROVAL OF UPDATED SUMMARY
LIST OF CONTRACTS WITH
DEVIATIONS

Public Utilities Commission of the State of South Dakota

DATE	MEMORANDUM
1/10 00	Filed and Packaged;
1/13 00	Weekly Filings;
3/24 00	Amended Summary List of Contracts with Deviations;
7/27 00	Petitions of Other Leases
8/30 00	Order Approving Contracts with Deviations and Summary List
8/30 00	Packet Case.

215 South Cascade Street
PO Box 496
Fergus Falls, Minnesota 56538-0496
218 739-8200
www.otpc.com (web site)

EL00-001

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JAN 10 2000

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION **OTTER TAIL**
Power Company

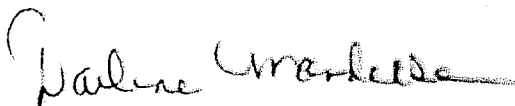
January 5, 2000

Mr. William Bullard Jr.
Executive Director
Public Utilities Commission
State of South Dakota
Pierre, SD 57501

Dear Mr. Bullard:

Enclosed you will find an original and one copy of the updated Summary List of Contracts with Deviations for Otter Tail Power Company as required by South Dakota Administrative Rule 20:10:13:10. During a recent filing with the state of South Dakota it was discovered that this filing has been inadvertently forgotten. We apologize for any inconvenience this may have caused. South Dakota contracts were recently reviewed and the Summary List of Contracts with Deviations has been updated.

Sincerely,



Darlene Mandelke
Senior Regulatory Analyst
Regulatory Services
dmandelke@otpc.com

cc: Roy Larson

<u>CUSTOMER</u>	<u>CLASS OF SERVICE</u>	<u>EXECUTION AND EXPIRATION DATES</u>	<u>NON-STANDARD RATE</u>
City of Britton Britton	Street Light	11/24/91 11/24/01	Municipal Ownership: \$7.48 per month for HPS23 fixtures and \$10.49 per month for HPS44 fixtures.
City of Clear Lake Clear Lake	Street Light	1/13/93 1/13/05	Municipal Ownership: \$9.78 per month for HPS400 fixtures.
City of DeSmet DeSmet	Street Light	2/1/93 2/1/03	Municipal Ownership: \$9.72 per month for HPS23 fixtures (city owns poles), \$7.09 per month for HPS23 fixtures (city owns fixtures and poles), and \$9.91 per month for HPS44 fixtures.
City of Elkton Elkton	Street Light	9/2/92 9/2/02	Municipal Ownership: \$2.62 per month for 150 watt sign lights.
City of Gary Gary	Street Light	12/8/90 12/8/00	Municipal Ownership: \$6.25 per month for HPS9 fixtures.
City of Lake Preston Lake Preston	Street Light	4/1/94 4/1/04	Municipal Ownership: \$10.52 per month for HPS44 fixtures, \$7.66 and \$9.12 (cleaning included) per month for HPS23 fixtures.
City of Milbank Milbank	Street Light	3/14/94 3/14/04	Municipal Ownership: \$17.77 per month for 1000 watt quartz floodlights, \$1.08 and \$3.54 (seasonal) for incandescent lights, \$8.75 per month for 500 watt quartz floodlight and \$2.66 per month for HPS 150-watt.

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION
 Date Filed:

Doug Kjellerup
 Chief Operating Officer – Energy Delivery

Effective:
 Order Date:
 Docket No.:

<u>CUSTOMER</u>	<u>CLASS OF SERVICE</u>	<u>EXECUTION AND EXPIRATION DATES</u>	<u>NON-STANDARD RATE</u>
City of Rosholt Rosholt	Street Light	1/11/97 1/11/07	Municipal Ownership: \$1.75 per month for incandescent fixtures.
Valley Queen Cheese Milbank	Bulk Interruptible	6/1/99 6/1/04	See 1 st Revised Sheet No. 50.7 Code 42-680.
City of Sisseton Sisseton	Street Light	3/11/94 3/11/04	Municipal Ownership: \$10.50 per month for 600 watt incandescent fixture, \$4.75 per month for 500 watt quartz sign, \$1.15 per month for HPS23 fixture (metered), \$9.78 per month for HPS44 fixtures and \$6.92 per month for HPS23 fixtures.
City of Stockholm Stockholm	Street Light	6/1/97 6/1/07	Owned by municipality: \$2.58 per month for energy - 150 watt floodlight.
City of Waubay Waybay	Street Light	1/2/93 1/2/03	Municipal Ownership: \$9.10 per month for MV21 fixtures and \$1.53 per month for incandescent tower light.

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Date Filed:

Doug Kjellerup
Chief Operating Officer - Energy Delivery

Effective:
Order Date:
Docket No.:

South Dakota Public Utilities Commission

WEEKLY FILINGS

For the Period of January 6, 2000 through January 12, 2000

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact
Delaine Kolbo within five business days of this filing.
Phone: 605-773-3705 Fax: 605-773-3809

CONSUMER COMPLAINTS

CT00-010 In the Matter of the Complaint filed by Edward C. Fritz, Watertown, South Dakota, against OLS, Inc. Regarding Switching Telecommunications Services Through Deceptive Tactics.

The Complainant alleges that through a deceptive telemarketing call, his long distance service was switched. The Complainant seeks revocation of OLS's license to do business in South Dakota, assessment of fines, and credit of all charges.

Staff Analyst: Leni Healy
Staff Attorney: Karen Cremer
Date Received: 01/03/00
Date Filed: 01/06/00
Intervention Deadline: NA

CT00-011 In the Matter of the Complaint filed by Herman H. Schamber, Yankton, South Dakota, against OLS, Inc. Regarding Unauthorized Switching of Services.

The Complainant alleges that his long distance service was switched without authorization.

Staff Analyst: Leni Healy
Staff Attorney: Karen Cremer
Date Received: 01/05/00
Date Filed: 01/06/00
Intervention Deadline: NA

CT00-012 In the Matter of the Complaint filed by William G. Kissel, Yankton, South Dakota, against Qwest Communications, Inc. Regarding Unauthorized Switching of Services.

On January 7, 2000, the Commission received a complaint from William G. Kissel, Yankton, South Dakota, against Qwest regarding unauthorized switching of services. The complainant alleges that his long distance provider was switched to Qwest without his authorization.

Staff Analyst: Keith Senger
Staff Attorney: Camron Hoseck

Date Received and Filed: 01/07/00
Intervention Deadline: N/A

CT00-013 In the Matter of the Complaint filed by Mary Ann Becker, Madison, South Dakota, against OLS, Inc. Regarding Switching Telecommunications Services Through Deceptive Tactics.

After a deceptive telephone call, the Complainant's long distance service was switched. The Complainant wants all charges removed.

Staff Analyst: Leni Healy
Staff Attorney: Karen Cremer
Date Received: 01/10/00
Date Filed: 01/11/00
Intervention Deadline: NA

CT00-014 In the Matter of the Complaint filed by Julie Roesler on behalf of Sleep Inn, Sioux Falls, South Dakota, against Sprint Communications Company L.P. Regarding Unauthorized Disconnection and Unauthorized Switching of Services.

The complainant alleges that from September 20 through October 8, 1999 all the phones lines, including the fax line, at the Sleep Inn Hotel were inoperable. When trying to make a call a recording was heard that stated, you are not a Sprint customer, to become a customer please call this number to enroll. The complainant also alleges they were switched from AT&T to Sprint without authorization. The complainant is requesting that the \$10.26 in Sprint charges be removed from their bill. In addition they are requesting the Commission to impose a fine of \$1,000.00 per phone line in accordance with the slamming law. The complainant alleges that future revenue from irate guests was lost, as well as opportunities to bid on hotel rates for future events held in Sioux Falls. "Unfortunately, I can not place an honest or accurate value on lost business. But some compensation would be nice, as I consider this business interruption."

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Received: 01/10/00
Date Filed: 01/11/00
Intervention Deadline: N/A

CT00-015 In the Matter of the Complaint filed by Edward and Marvel Hinkelman, Watertown, South Dakota, against OLS, Inc. Regarding Switching Telecommunications Services Through Deceptive Tactics.

A telemarketer promised the Complainants a rate of seven cents per minute with no service charges. Based on these rates, the Complainants agreed to switch their service. The Complainants request that OLS stop misrepresentation and remove all charges.

Staff Analyst: Leni Healy
Staff Attorney: Karen Cremer
Date Received and Filed: 01/11/00
Intervention Deadline: NA

CT00-016 In the Matter of the Complaint filed by Angela L. Berget, Aberdeen, South Dakota, against OLS, Inc. Regarding Unauthorized Switching of Services.

The Complainant alleges that she received a telemarketing call in which she instructed the caller to leave her service as it was. As a result of this call, the Complainant's long distance service was switched. The Complainant requests that OLS be stopped, that her charges be reimbursed and fines assessed.

Staff Analyst: Leni Healy
Staff Attorney: Karen Cremer
Date Received and Filed: 01/11/00
Intervention Deadline: NA

ELECTRIC

EL00-001 In the Matter of the Filing by Otter Tail Power Company for Approval of Updated Summary List of Contracts with Deviations.

On January 10, 2000, Otter Tail Power Company filed for a tariff revision. This tariff revision provides an updated summary list of contracts with deviations for street lighting with various municipalities. These contracts of deviation require commission approval.

Staff Analyst: Keith Senger
Staff Attorney: Karen Cremer
Date Filed: 01/10/00
Intervention Deadline: 01/28/00

TELECOMMUNICATIONS

TC00-002 In the Matter of the Filing by CCCSD, Inc., d/b/a Connect! for an Exemption from Developing Company-Specific Cost-Based Switched Access Rates.

CCCSD, Inc. d/b/a Connect! has requested an exemption from the requirement to develop switched access rates based on company specific costs.

Staff Analyst: Heather Fomey
Staff Attorney: Camron Hoseck
Date Filed: 01/11/00
Intervention Deadline: 01/28/00

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MAR 21 2000

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

OTTER TAIL
POWER COMPANY

Mr. William Bullard Jr.
Executive Director
South Dakota Public Utilities Commission
State Capitol Building
500 East Capitol Avenue
Pierre, SD 57501-5070

**RE: SD PUC Docket EL100-001 Filing by Otter Tail Power Company for
Approval of Updated Summary List of Contracts with Deviations**

Dear Mr. Bullard:

Enclosed you will find an original and one copy of an amended Summary List of Contracts with Deviations. The original filing was sent to you on January 5, 2000. This amendment includes contracts with deviations that were discovered during the process of responding to data requests from the South Dakota Public Utilities Commission.

If you have any questions, please contact me at (218) 739-8289 or email bbrutlag@otpc.com, or Darlene Mandelke at (218) 739-8319.

Sincerely yours,

Bernadeen Brutlag

Bernadeen Brutlag
Manager, Regulatory Services

Enclosures

CUSTOMER	CLASS OF SERVICE	EXECUTION AND EXPIRATION DATES	NON-STANDARD RATES
City of Britton Britton	Street Light	11/24/91 11/24/01	Municipal Ownership: \$7.48 per month for HPS23 fixtures and \$10.48 per month for HPS44 fixtures.
City of Bruce Bruce	Street Light	11/1/94 11/1/04	Streetlight Change-out Program: \$6.30 for HPS9 fixtures.
City of Brandt Brandt	Street Light	7/1/92 7/1/02	Streetlight Change-out Program: \$6.30 for HPS9 fixtures.
City of Castlewood Castlewood	Street Light	1/15/94 1/15/04	Streetlight Change-out Program: \$6.30 for HPS9 fixtures.
City of Clear Lake Clear Lake	Street Light	1/15/95 1/15/05	Municipal Ownership: \$9.78 for HPS400 fixtures. Streetlight Change-out Program: \$6.30 for HPS9 fixtures.
City of DeSmet DeSmet	Street Light	2/1/93 2/1/03	Municipal Ownership: \$9.72 per month for HPS23 fixtures (city owns poles), \$7.09 per month for HPS23 fixtures (city owns fixtures and poles) and \$9.91 per month for HPS44 fixtures. Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Otter Tail Power Company Owned - Metered: \$4.25 for HPS9 fixture.
City of Egan Egan	Street Light	4/1/93 4/1/03	Streetlight Change-out Program: \$6.30 for HPS9 fixtures.
City of Elkton Elkton	Street Light	9/1/92 9/1/02	Municipal Ownership: \$2.62 per month for 150 watt sign lights. Streetlight Change-out Program: \$6.30 for HPS9 fixtures.

CUSTOMER	CLASS OF SERVICE	EXECUTION AND EXPIRATION DATES	NON-STANDARD RATES
City of Erwin Erwin	Street Light	4/10/93 4/10/03	Streetlight Change-out Program: \$6.30 for HPS9 fixtures.
City of Gary Gary	Street Light	12/8/90 12/8/00	Municipal Ownership: \$6.25 per month for HPS9 fixtures.
City of Hayti Hayti	Street Light	4/10/93 4/10/03	Streetlight Change-out Program: \$6.30 for HPS9 fixtures.
City of Hetland Hetland	Street Light	4/1/94 4/1/04	Streetlight Change-out Program: \$6.30 for HPS9 fixtures.
City of Lake Norden Lake Norden	Street Light	6/1/94 6/1/04	Streetlight Change-out Program: \$6.30 for HPS9 fixtures. \$16.90 for HPS44 fixtures.
City of Lake Preston Lake Preston	Street Light	4/1/94 4/1/04	Municipal Ownership: \$10.52 per month for HPS44 fixtures, \$7.66 and \$9.12 (cleaning included) per month for HPS23 fixtures. Streetlight Change-out Program: \$6.30 for HPS9 fixtures.
City of Milbank Milbank	Street Light	3/14/94 3/14/04	Municipal Ownership: \$17.77 per month for 1000 watt dusk-midnight quartz floodlights Municipal Ownership: \$1.08 per month for seasonal incandescent Municipal Ownership: \$3.54 per month for seasonal incandescent Municipal Ownership: \$2.66 per month for HPS 150 watt Municipal Ownership: \$9.32 for 300 watt and 500 watt (dusk to midnight) Municipal Ownership: \$3.14 for 90 watt (dusk to dawn) Otter Tail Power Company Owned - Metered: \$8.47 for 400HPSF fixture. Otter Tail Power Company Owned - Metered: \$4.25 for HPS9 fixture. Otter Tail Power Company Owned - Decorative: \$9.05 for HPS9 fixture. Otter Tail Power Company Owned - Seasonal: \$11.06 for HPS9 fixture. Otter Tail Power Company Owned - Seasonal: \$24.14 for 400HPS fixture.

CUSTOMER	CLASS OF SERVICE	EXECUTION AND EXPIRATION DATES	NON-STANDARD RATES
City of New Ellington New Ellington	Street Light	5/1/92 5/1/02	Streetlight Change-out Program: \$6.30 for HPS9 fixtures.
City of Nunda Nunda	Street Light	4/1/93 4/1/03	Streetlight Change-out Program: \$6.30 for HPS9 fixtures.
City of Oldham Oldham	Street Light	5/15/92 5/15/02	Streetlight Change-out Program: \$6.30 for HPS9 fixtures.
City of Revillo Revillo	Street Light	12/1/94 12/1/04	Order Tail Power Company Owned - Metered: \$4.25 for HPS9 fixture.
City of Rosholt Rosholt	Street Light	1/11/97 1/11/07	Municipal Ownership: \$1.75 per month for fluorescent fixtures.
Valley Queen Cheese Milbank	Bulk Interruptible	6/1/99 6/1/04	See 1st Revised Sheet No. 50.7 Code 42-680
City of Sisseton Sisseton	Street Light	3/11/94 3/11/04	Municipal Ownership: \$10.50 per month for 600 watt fluorescent fixture, \$8.75 per month for 500 watt quartz sign, \$1.15 per month for HPS23 fixture (metered), \$9.78 per month for HPS44 fixtures and \$6.92 per month for HPS23 fixtures. Seasonal Light: \$26.69 per month for 400MAF
City of Stockholm Stockholm	Street Light	6/1/97 6/1/07	Municipal Ownership: \$2.58 per month for energy - 150 watt floodlight.
City of Summit Summit	Street Light	6/1/97 6/1/07	Seasonal Light: \$24.14 per month for 400HPSF Municipal Ownership: \$3.07 for 150 watt incandescent light

CUSTOMER	CLASS OF SERVICE	EXECUTION AND EXPIRATION DATES	NON-STANDARD RATES
City of Toronto Toronto	Street Light	1/1/95 1/1/05	Streetlight Change-out Program: \$6.30 for HPS9 fixtures.
City of Trent Trent	Street Light	4/1/94 4/1/04	Streetlight Change-out Program: \$6.30 for HPS9 fixtures.
City of Revillo Revillo	Street Light	6/1/97 6/1/07	Seasonal light on flagpole: \$2.03
City of Ward Ward	Street Light	5/1/91 5/1/01	Streetlight Change-out Program: \$6.30 for HPS9 fixtures.
City of Waubay Waubay	Street Light	1/2/93 1/2/03	Municipal Ownership: \$9.10 per month for MV21 fixtures and \$1.53 per month for incandescent tower light.
City of Wentworth Wentworth	Street Light	7/1/92 7/1/02	Streetlight Change-out Program: \$6.30 for HPS9 fixtures.

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION
Date Filed:

Doug Kjellerup, Chief Operating Officer

Effective:
Order Date:
Docket No.: EL00-001

215 South Cascade Street
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Fergus Falls, Minnesota 56538-0496
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VIA OVERNIGHT MAIL

July 25, 2000

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JUL 27 2000

Mr. William Bullard, Director
South Dakota Public Utilities Commission
State Capitol
500 East Capitol Street
Pierre, SD 57501-5070

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

**Re: In the Matter of Otter Tail Power Company's Petition
for Approval of Contracts with Deviations
Docket No. EL00-001**

Dear Mr. Bullard:

Pursuant to South Dakota Codified Laws Section 49-34A-10 and Administrative Rules of South Dakota Part 20:10:13:03, enclosed for filing please find ten (10) copies of Otter Tail Power Company's Petition for Approval of Contacts with Deviations. Also enclosed is a Verification by Darlene Mandelke.

Please let me know if you have any questions with respect to this matter.

Very truly yours,

A handwritten signature in cursive script that reads "Todd J. Guerrero".

Todd J. Guerrero
Associate General Counsel
TJG:dm

Enclosures

**STATE OF SOUTH DAKOTA
BEFORE THE
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION**

In the Matter of Otter Tail Power Company
for Approval of Contracts with Deviations

Docket No. EL00-001

PETITION OF OTTER TAIL POWER COMPANY

1. INTRODUCTION.

Pursuant to South Dakota Codified Laws Section 49-34A-10 and Administrative Rules of South Dakota ("ARSD") Part 20:10:13:09 and 20:10:13:10, Otter Tail Power Company hereby petitions the South Dakota Public Utilities Commission for approval of certain municipal services agreements that contain deviations from Otter Tail's Outdoor Lighting Tariff, Rate Designation M-42S ("OLT"). The deviations should have been filed long ago but had been inadvertently overlooked.

2. GENERAL FILING INFORMATION.

Pursuant to ARSD Part 20:10:13:03, Otter Tail provides the following general information:

A. Name, Address, and Telephone Number of Utility.

Otter Tail Power Company
215 South Cascade Street
P. O. Box 496
Fergus Falls, MN 56538-0496
(218) 739-8200

B. Name, Address, and Telephone Number of Utility Attorney.

Todd J. Guerrero
Otter Tail Power Company
215 South Cascade Street
P. O. Box 496
Fergus Falls, MN 56538-0496
(218) 739-8350

C. Date of Filing.

This petition is being filed on July 25, 2000.

D. Law Controlling the Processing of the Filing.

ARSD Part 20:10:13:10 requires that contracts with deviations shall be filed within 30 days after establishment of the deviation. Because of the unique circumstances of this case, Otter Tail requests an informal proceeding, including any variances that may be necessary.

E. Title of Utility Employee Responsible for Filing.

Darlene Mandelke
Senior Regulatory Analyst
Otter Tail Power Company
215 South Cascade Street
P. O. Box 496
Fergus Falls, MN 56538-0496
(218) 739-8819

3. DESCRIPTION OF FILING.

A. Background.

In January of this year, Otter Tail filed for approval an electric service agreement with the Valley Queen Cheese Company.¹ During the course of that matter, Commission Staff notified Otter Tail that the Valley Queen Cheese agreement should be added to Otter Tail's Summary of List of Contracts with Deviations ("Summary List") and that the Summary List had not been updated for quite some time. As a result, on January 5, 2000 Otter Tail filed an updated Summary List that included the Valley Queen contract as well as eleven other municipal service agreements that deviate from the OLT.

¹ The agreement was approved by the Commission on January 26, 2000, Docket No. EL99-012.

Over the course of the next several months, Otter Tail worked with Staff to identify all contracts with deviations. Based on that review, it appears that the deviations all relate to Municipal Contracts² and are broken down as follows:³

- Six (6) Municipal Contracts where the rates for outdoor lighting deviated from the OLT and were approved by Order of the Commission dated April 30, 1993, Docket No. EL93-006 and listed on the Summary List as required by ARSD § 20:10:13:10. The deviation is that the contracts themselves were not filed with the Commission and two of the six contracts contained terms which had expired and were renewed without approval.
- Twelve (12) Municipal Contracts, similar to those contracts approved in Docket No. EL93-006, where Otter Tail "unbundled" the tariffed rate to accommodate municipal ownership of lighting fixtures.
- Twenty (20) Municipal Contracts that involved a program whereby Otter Tail replaced Mercury Vapor (MV-6) lamps and fixtures with more efficient High Pressure Sodium (HPS-9) lamps and fixtures, and discounted the rate to encourage customer participation. Although Otter Tail notified the Commission of this "change-out" program, including its intent to discount the rate by letter dated February 20, 1992, the Commission took no action on the filing. The "change-out" deviations were never listed on any Summary List.
- Four (4) contracts where the rate was accelerated in order to allow recovery of fixed costs over the course of a season as opposed to a full year.
- Seventeen (17) Municipal Contracts with ten-year terms. These contracts are included because there is some question whether the ten-year term represents a deviation from the OLT, which states that the contract period shall be a "[m]inimum of one year or minimum one season for seasonal use."

On May 30, 2000 Otter Tail appeared before the Commission seeking approval of the above contract deviations. At the hearing, however, the Commission decided that it needed additional information before taking any action, and that Otter Tail file all contracts in petition form. No formal deadline was imposed.

² Under Otter Tail's Municipal Contracts, Otter Tail agrees to provide franchise cities with street lighting service and maintenance, and electric energy for water pumping stations, fire sirens, signs, etc.

³ In reviewing the categories provided herein, it is important to keep in mind that there may be some overlap between categories. For instance, the Clear Lake Municipal Contract falls into two categories: part of the municipal lighting was unbundled, and thus falls into the second category, and part of the contract included the "change-out" programs and thus also falls into category three.

B. Petition.

1. Approved Unbundled Lighting Service, Docket EL-93-006.

By Order dated April 30, 1993, Docket No. EL-93-006, the Commission approved ten Municipal Contracts that deviated from Otter Tail's Outdoor Lighting Tariff ("OLT").⁴ In the Order, the Commission gave Otter Tail permission to deviate from that rate in order to provide municipal customers with additional lighting options. Under the OLT, rates are purely bundled and lighting choices are limited. Municipal (and other) customers pay a single monthly charge for three "separate" services: (1) installation and operation of the lighting equipment (light, ballasts, fixtures, photo electric control equipment, poles, etc.); (2) maintenance; and (3) the electricity (energy and demand) needed to power the lighting (i.e., the "energy-only" component). The OLT provides that Otter Tail, and Otter Tail only, shall "install, own, and operate" the outdoor lighting equipment. (Emphasis added). Customers' lighting choices are limited to the handful of units listed - e.g., a certain mercury vapor or high pressure sodium lamp.

Since approximately 1991, customers have requested lighting services that haven't fit neatly within the four-corners of the OLT. For instance, cities regularly requested one of two things. First, cities often desired lights that weren't available under the OLT (e.g., fancy, decorative lights). Because the OLT has only a set number of lights to chose from, Otter Tail could not provide it, and the city itself would have to purchase the different lights. Second, because cities may have been able to obtain equipment less expensively than it could "rent" it from Otter Tail under the tariff, cities requested that they, rather than Otter Tail, own the equipment.

⁴ The Order also approved a deviation in Otter Tail's contract with Valley Queen Cheese, Inc.

In each of these instances the municipality undertakes ownership of municipal lighting systems – something that the OLT assumes only Otter Tail will do. Rather than refuse to provide electrical energy to these municipally owned lighting systems, Otter Tail often agreed to “unbundle” (subtract) the cost of the equipment from the rate that would otherwise be applicable. Otter Tail would then be responsible for just two of the three services - electric energy and maintenance. The result was that Otter Tail ended up providing a hybrid-type of service that deviated from the OLT. In its Order, the Commission approved the deviation and specifically found the rates, as unbundled, were just and reasonable. Order, Docket No. EL93-006.

While the 1993 Order approved the deviations in the ten municipal contracts, a question arose at the May 30, 2000 meeting as to whether the contracts themselves had actually been filed. Otter Tail agreed that it would file the EL93-006 contracts. Attachment No. 1 includes this first group of contracts.

2. Unapproved, Unbundled Lighting Service.

Since the April 30, 1993 Order, Otter Tail has gone on to unbundle in like manner twelve (12) additional contracts, which are included as Attachment No. 2. To better understand the unbundling process, it's helpful to look at a specific contract. Take the Municipal Contract with the City of Clear Lake, for example, included as part of Attachment No. 2. At Section Seven, under the heading “Owned By Municipality,” the contract provides that the city owns 23 HPS-400 floodlighting units. Otter Tail provides only the energy and maintenance. Under the OLT, the monthly charge for the HPS-400 – which includes equipment rental (fixture pole, and wire), maintenance, and electricity – is \$17.10. Here, however, because the city owns the equipment, it pays no rental charge. It pays only for maintenance and energy. As a result, the city pays just

\$9.78 for each unit. The \$9.78 was determined by subtracting \$7.32 from \$17.20. The \$7.32 represents a rental charge based on a fixed 20% of the cost on a per-unit basis for an HPS-400.

It is important to point out that the rate for energy charged under the unbundled contracts is a cost-based energy rate tied to Otter Tail's costs to provide sign lighting, an energy-only rate -- in this case \$.052/kwh. Thus, although the contracts deviated from the OLT as a result of the unbundling, this is not a case where the rate for energy charged was less than compensatory and therefore discriminatory vis-a-vis other customers, nor is it unfair in any way to these particular customers. In fact, the rates for the twelve contracts in Attachment No. 2 are the same as approved in Docket EL-93-006 -- which the Commission approved as just and reasonable. In short, the customer paid for the service that it received and there appears to be no unfair cross-subsidization or discrimination. We emphasize this point not for downplaying the seriousness of the matter but rather to put the matter in its proper context: in making the deviations, albeit unapproved, Otter Tail was attempting to act in the best interest of its customers.

3. Change-Out Program.

A third category includes the 20 municipal contracts that involved a program whereby Otter Tail replaced Mercury Vapor (MV-6) lamps and fixtures with more efficient high pressure sodium (HPS-9) lamps and fixtures, and discounted the rate to encourage customer participation. In a letter dated February 20, 1992, Otter Tail notified the Commission of its intent to "change-out" the lights and its plan to discount the otherwise applicable rate. The letter is included as Attachment No. 3. To the best of our knowledge, the Commission took no formal action regarding the change-out program. While Otter Tail made a good faith effort to apprise the Commission of the program, it was nonetheless Otter Tail's responsibility to make sure the deviations were filed and listed.

Copies of the contracts included in this category are included as Attachment No. 4.

4. Seasonal Lights.

A fourth category includes four (4) contracts whereby lighting services were billed on the basis of something less than a full year. For instance, municipalities typically have certain lights that are used only for a season – e.g., softball field complex or a skating rink lights. Here, Otter Tail increased the otherwise applicable rate to allow for recovery of the equipment and maintenance in the course of a season that otherwise would have been recovered over the course of a year. Here again, however, the rate charged for energy cost-based. The seasonal adjustment was necessary in order to prevent under-recovery of fixed costs and cross-subsidization between customers. Attachment No. 5 is an example of the calculation Otter Tail marketing personnel used in making the seasonal adjustments for HPS-9 lighting units. Similar adjustments were made on other lighting units. Attachment No. 6 includes this fourth group of contracts.

5. Contracts with Ten-Year Terms.

A fifth and last category includes seventeen (17) contracts that have ten-year, non-expired terms. In reviewing the contracts, Staff indicated that it viewed Otter Tail's standard Municipal Contract term of ten (10) years as a deviation from the OLT - which provides that the contract shall be for a *minimum* of one year.⁵ Otter Tail disagreed. Because the tariff provides only for a minimum term, Otter Tail replied that it saw no conflict between the contract and the tariff. At the May 30 meeting, however, Commissioner Schoenfelder requested that Otter Tail file these contracts along with all other deviations. Although we do not view these as deviations, we

⁵ Staff first took this position in its Data Request 2-4, dated February 25, 2000.

respectfully defer to the Commission on this question. Copies of this fifth group of contracts are included as Attachment No. 7.

C. The Deviations Have Not Harmed Customers.

Otter Tail admits and apologizes for its failure to keep its Summary List current and approved. It is a serious issue and Otter Tail is taking appropriate steps to prevent a reoccurrence. Most notably, Otter Tail has specifically included this issue in its internal Regulatory Compliance Plan. At the same time, we wish to stress that in making the deviations, Otter Tail was attempting to act in the best interest of its customers. Most importantly, our review shows that the deviations have not resulted in harm to ratepayers – either to those on the receiving end of the deviation or to other non-participating ratepayers.

Included as Attachment No. 8 is a spreadsheet which shows revenues from lighting contracts since 1993 – with and without the deviations. As Attachment No. 8 demonstrates, the total impact of the deviations has been relatively small – approximately \$111,000 less in revenue than would have been received without the deviations. This represents average annual savings for customers of approximately \$17,000, or \$1,451 per month. The overall effect on return on equity is negligible – approximately 0.07%. For example, had the deviations not existed in 1999, Otter Tail's return on equity would have been 11.60% rather than 11.53%.

D. Approving the Deviations Now Does Not Constitute Retro-Active Ratemaking.

At the May 30 hearing, Chairman Burg expressed concern that the Commission is being asked to approve deviations that have actually been in place for some time. In addition to the fact that contracts with deviation should, as a matter of sound regulatory practice, be filed prior to

the effective date,⁶ Chairman Burg expressed concern whether approving the deviations now was affected in any way by the general prohibition against retroactive ratemaking. We believe that it is not.

The prohibition against retroactive ratemaking stems from the long-standing acknowledgement by courts that ratemaking by utility commissions contains quasi-legislative qualities, which like legislation itself, can operate prospectively only. *See generally, e.g., Peoples Natural Gas v. Minnesota Public Utilities Commission*, 369 N.W.2d 530 (Minn. 1985). And generally, a commission's quasi-legislative function originates in the ratemaking process only when it is making policy, as opposed to factual, determinations -- e.g., making policy determinations about how to allocate rates among different classes of customers (i.e., who should pay). *St. Paul Area Chamber of Commerce v. Minnesota Public Utilities Commission*, 251 N.W.2d 350, 358 (Minn. 1977).

Here, the Commission is not being asked to decide questions of public policy. The Commission addressed those questions when it approved Otter Tail's rates. Instead, the Commission is being asked to review certain deviations from existing tariffs and find that the deviations are within the range ordinarily approved under ARSD § 20:10:13:10. Thus, while we agree that obtaining approval of deviations already effectuated is poor regulatory practice and should be avoided whenever possible, the general prohibition against retroactive ratemaking does prevent the Commission from approving the contracts provided herein.

⁶ On July 18, 2000, the Commission reminded all South Dakota gas and electric public utilities that it requires that all contracts with deviations be filed prior ahead of time to allow for adequate review and reminded utilities to check their records to make sure that all deviations are current.

4. CONCLUSION.

For the foregoing reasons, Otter Tail respectfully requests that the Commission approve the deviations as requested herein, and approve the Summary List of Contracts With Deviations included as Attachment No. 9.

Dated: July 25, 2000

OTTER TAIL POWER COMPANY

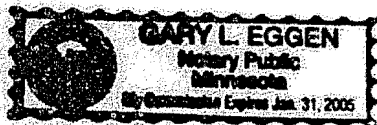
By: Todd J. Guerrero
Todd J. Guerrero
Otter Tail Power Company
215 South Cascade Street
P. O. Box 496
Fergus Falls, MN 56538-0496
(218) 739-8350

Attorney for Otter Tail Power Company

VERIFICATION OF DARLENE MANDELKE

STATE OF MINNESOTA)
) SS
COUNTY OF OTTER TAIL)

I hereby verify that the information being provided in the attached Petition of Otter Tail Power Company in SD PUC Docket #EL00-001 is true and correct to the best of my knowledge.



Darlene Mandelke
Darlene Mandelke

Subscribed and sworn to before me this
25th day of July, 2000.

Gary L. Eggen
Notary Public

MUNICIPAL CONTRACT

2001
4-10-91

1. THIS AGREEMENT, made this 8th day of April, 1991, by and between the
Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the City
of Britton, South Dakota hereinafter called the Municipality, WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be November 24, 1991.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
113	MV6	6000	OTP	6.30
1	HPS44	44000	OTP	17.20
1	1000 MAF	80000	OTP	28.90
(b) OWNED BY MUNICIPALITY				
31	HPS44	44000	OTP	10.49
16	HPS23	23000	OTP	7.48

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 15 H.P. served and metered as indicated below (check one):

☒ If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the city hall meter.

☐ If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY

In Presence of:

Benny Mosher

By

N. W. Murphy
Corporate Secretary

MUNICIPALITY

In Presence of:

City of Britton

Scott Edwards

By

DeLois C. Mosher, Mayor

Delaine Her

By

Harry Berger, Clerk

(Municipal Seal)

MUNICIPAL CONTRACT

EAG
11-13-92
bkh
11-16-92

1. THIS AGREEMENT, made this 13th day of October, 19 92, by and between the
 Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the City
 of De Smet, South Dakota hereinafter called the Municipality, WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be February 1, 1993.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
115	HPS 9	9000	Company	\$ 5.30 CIP
2	HPS 23	23000	Company	\$13.90
1	400 HPSF	44000	Company	\$17.10
1	HPS 9	9000	Company	\$ 4.25 (metered)
(b) OWNED BY MUNICIPALITY				
35	HPS 23	23000	Company	\$ 9.72
15	HPS 23	23000	Company	\$ 7.09
7	HPS 44	44000	Company	\$ 9.91

35 fixtures-OTP owns fixture-city owns poles-includes energy & maintenance & lamp replace.
 15 fixtures-City owns fixture & pole-OTP provides energy & lamp replacement.
 7 fixtures-City owns fixture & pole-OTP provides energy & lamp replacement.

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 13 H.P. served and metered as indicated below (check one)

 If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the meter.

 X If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY

In Presence of:

Penny Mosher

By

James M. Myles
Corporate Secretary

MUNICIPALITY

In Presence of:

City of De Smet, South Dakota

Stanley L. Anderson
Councilman

By

Raymond L. Kroll
Mayor

C.

By

Gilbert Wolkow
Finance Officer

(Municipal Seal)

EA 2 4-22-92 BKH 4/23/92 **MUNICIPAL CONTRACT**

1. THIS AGREEMENT, made this 6th day of April, 19 92, by and between the
 Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the City
 of Elkton, South Dakota hereinafter called the Municipality, WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be September 1, 19 92.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
23	HPS-19	19000	OTP	\$12.20
73	HPS-9	9000	OTP	6.30 CIP Program
2	HPS-23	23000	OTP	13.90
(b) OWNED BY MUNICIPALITY				
2	Sign lights		City	\$ 2.62/mo.

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 5 H.P. served and metered as indicated below (check one)

 If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the meter.

X If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause; but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY

In Presence of:

Penny Mosher

By

Nancy M. Myster
Corporate Secretary

MUNICIPALITY

In Presence of:

City of Elkton, South Dakota

By

Leah C. Stone

By

Karon Butlage

(Municipal Seal)

- Doc 2/27/94
bdt 3/25/94

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 1st day of April, 19 94, by and between the
 Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the City
 of Lake Preston, South Dakota hereinafter called the Municipality, WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be April 1, 19 94.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
70	HPS9 - CIP	9,000	OTP	\$ 6.30
2	HPS23	23,000	OTP	13.90
1	400MVF	21,000	OTP	15.65
(b) OWNED BY MUNICIPALITY				
6	HPS44	44,000	OTP	10.52
9	HPS23	23,000	OTP	7.66
20	HPS23	23,000	OTP	9.12 (City owned poles)

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 1-7 1/2 & 2-3 H.P. served and metered as indicated below (check one):

 If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the meter.

 X If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY

In Presence of:

Penny Mosher

By

Nagw. Nuyts
Corporate Secretary

MUNICIPALITY

In Presence of:

City of Lake Preston, South Dakota

S. H. H. H.

By

x L. William Sess

Lenard Fonder

By

x Penny Mosher

(Municipal Seal)

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 1st day of June, 19 97, by and between the
 Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the Village
 of Stockholm, South Dakota, hereinafter called the Municipality. WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be June 1, 1997 MD

3. The rates to be charged for municipal electric service shall be at rate schedule as specifically filed with and approved by the Public Util and Fire Sirens and which are in effect at the execution of this agreemer

4. Otter Tail is subject to the jurisdiction of the Public Utilities C and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and main streetlighting system, ready for connection to Otter Tail's supply a

Otter Tail shall supply any necessary meters, time switches or phot connection to its supply system. Otter Tail shall supply the necessary el

7. On the date that this contract goes into effect, the residential, v consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
* 24	HPS 9	9000	OTP	\$ 6.90
** 9	HPS 14	14000	OTP	10.60
1	Incandescent		OTP	2.50
(b) OWNED BY MUNICIPALITY				

* Previous rate - HPS 9 22 @ \$ 6.25 1 @ \$ 6.30 per light 1 @ \$6.90 per light
 ** Previous rate - HPS 14 8 @ \$10.40 1 @ \$10.60 per light

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 1 1/2 H.P. served and metered as indicated below (check one):

X If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the Stockholm School Bldg meter. A/C 1537

_____ If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY

In Presence of:

Penney Mosher

By

Harold W. Hughes
Corporate Secretary

MUNICIPALITY

In Presence of:

Village of Stockholm

Louise Collins

By

Malvin Bragt

Louise Collins

By

Robert Collins

(Municipal Seal)

2/18/73

1/18/73

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 4th day of January, 19 93, by and between the Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the City of Waubay, South Dakota hereinafter called the Municipality, WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be January 2, 19 93.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
121	HPS - 9	9000	O.T.P.	\$6.90
1	HPS - 14	14000	O.T.P.	\$10.50
(b) OWNED BY MUNICIPALITY				
* 8	HPS - 14	14000	O.T.P.	\$9.10
1	100 Watt	Incandescent	City	\$1.51

*(These 8 lights are on steel poles - poles & wiring are owned and maintained by City, while brackets and lights are owned and maintained by Otter Tail.)

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 5 H.P. served and metered as indicated below (check one):
- If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the meter.
- X If the siren is served separately, the Municipality will pay a charge at the rate of 50¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY

In Presence of:

Daniel J. Ocker

By Beverly A. Nelson
Beverly A. Nelson - Corporate Secretary

MUNICIPALITY

In Presence of:

City of Waubay, South Dakota

Joseph J. White
Brook Peterson

By Linda M. Walters
Linda M. Walters - Mayor
By M. A. Stephenson
M. A. Stephenson - City Finance Officer

(Municipal Seal)

MUNICIPAL CONTRACT

230/
7841-17 *EAD*
4-10-91

1. THIS AGREEMENT, made this 8th day of April, 19 91, by and between the
Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the City
of Britton, South Dakota, hereinafter called the Municipality, WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be November 24, 19 91.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
113	MV6	6000	OTP	6.30
1	HPS44	44000	OTP	17.20
1	1000 MAF	80000	OTP	28.90
(b) OWNED BY MUNICIPALITY				
31	HPS44	44000	OTP	10.49
16	HPS23	23000	OTP	7.43

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 15 H.P. served and metered as indicated below (check one)

☒ If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the city hall meter.

☐ If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY

In Presence of:

Penny Mosher

By

N. W. Munk
Corporate Secretary

In Presence of:

Scott Edwards

By

MUNICIPALITY

City of Britton

Delaine Kern

By

Richard B. Henrich, Mayor
Harry Berger, Pres

(Municipal Seal)

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 15 day of January, 19 95, by and between the Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the City of Clear Lake, South Dakota hereinafter called the Municipality, WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be January 15, ~~1995~~ 1996.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
131	HPS9-CIP	9000	OTP	6.30
6	HPS23-CIP	23,000	OTP	13.90
1	400MVF	21,000	OTP	15.65
(b) OWNED BY MUNICIPALITY				
23	HPS400	44,000	OTP	1.15
			Energy Charge	8.63
				9.78

Maintenance of City-owned fixtures will be on request and billed by OTP to city.

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 7.5 H.P. served and metered as indicated below (check one):

 If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the meter.

 X If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY

In Presence of:

Barry M. Morken

By

Raymond H. Hight
Corporate Secretary

MUNICIPALITY

In Presence of:

City of Clear Lake

Lawrence H. Lyman

By

Martin H. Olson, Mayor

By

Paul L. Doherty, City Clerk

(Municipal Seal)

EAG
11-13-92
JRH
11-16-92

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 13th day of October, 19 92, by and between the
Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the City
of De Smet, South Dakota hereinafter called the Municipality, WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be February 1, 1993.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
115	HPS 9	9000	Company	\$ 6.30 CIP
2	HPS 23	23000	Company	\$13.90
1	400 HPSF	44000	Company	\$17.10
1	HPS 9	9000	Company	\$ 4.25 (metered)
(b) OWNED BY MUNICIPALITY				
35	HPS 23	23000	Company	\$ 9.72
15	HPS 23	23000	Company	\$ 7.09
7	HPS 44	44000	Company	\$ 9.91

35 fixtures-OTP owns fixture-city owns poles-includes energy & maintenance & lamp replace.

15 fixtures-City owns fixture & pole-OTP provides energy & lamp replacement.

7 fixtures-City owns fixture & pole-OTP provides energy & lamp replacement.

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.648¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 13 H.P. served and metered as indicated below (check one):

 If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the meter.

X If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY

In Presence of:

Benny Mosher

By

James M. Hughes
Corporate Secretary

MUNICIPALITY

In Presence of:

City of De Smet, South Dakota

Stanley L. Anderson
Councilman

By

Roger Paul
Mayor

C.

By

William Wolkow
Finance Officer

(Municipal Seal)

EAD
4-22-92
-BKH
4/23/92

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 16th day of April, 19 92, by and between the
Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the City
of Elkton, South Dakota hereinafter called the Municipality, WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be September 1, 19 92.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
23	HPS-19	19000	OTP	\$12.20
73	HPS-9	9000	OTP	6.30 CIP Program
2	HPS-23	23000	OTP	13.90
(b) OWNED BY MUNICIPALITY				
2	Sign lights		City	\$ 2.62/mo.

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 5 H.P. served and metered as indicated below (check one):

 If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the meter.

 X If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause, but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY

In Presence of:

Penny Moshur

By Nancy D. Moshur
Corporate Secretary

MUNICIPALITY

In Presence of:

City of Elkton, South Dakota

By Robin C. Stein

By Karon Burdette

(Municipal Seal)

EAD
10-29-90

10/26/90

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 1st day of October, 1990, by and between the
Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the City
of Gary, South Dakota hereinafter called the Municipality, WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be December 8, 1990.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
13	HPS-9	9000 Lumen	O.T.P.	\$6.25
39	HPS-9	9000 Lumen	O.T.P.	\$6.90
1	400 M.V. Flood	21000 Lumen	O.T.P.	\$15.65
(b) OWNED BY MUNICIPALITY				

The 13 HPS-9 lights are on City owned poles.

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 3 H.P. served and metered as indicated below (check one):

 If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the meter.

 X If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY

In Presence of:

Maureen Lindblom

By

Nay W. Lynote
Corporate Secretary

MUNICIPALITY

In Presence of:

CITY OF GARY, SOUTH DAKOTA

Led Rutenbergs

By

[Signature]

By

Maureen Lindblom

(Municipal Seal)

DOD 2/27/74
BHH 3/25/94

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 1st day of April, 19 94, by and between the
 Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the City
 of Lake Preston, South Dakota hereinafter called the Municipality, WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be April 1, 19 94.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
70	HPS9 - CIP	9,000	OTP	\$ 6.30
2	HPS23	23,000	OTP	13.90
1	400MVF	21,000	OTP	15.65
(b) OWNED BY MUNICIPALITY				
6	HPS44	44,000	OTP	10.52
9	HPS23	23,000	OTP	7.66
20	HPS23	23,000	OTP	9.12 (City owned poles)

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 1-7 1/2 & 2-3 H.P. served and metered as indicated below (check one):

 If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the meter.

 X If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement; except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY

In Presence of:

Benny Mosher

By

Nayw. Nuyte
Corporate Secretary

MUNICIPALITY

In Presence of:

S. H. L.

By

x L. William Lass

Lenard Fonder

By

x Benny Mosher

(Municipal Seal)

3/24/94 3/24/94

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 14th day of March, 1994, by and between the
Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the City
of Millbank, South Dakota hereinafter called the Municipality. WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be March 14, 1994.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main-streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
		(SEE ATTACHED SCHEDULE)		
(b) OWNED BY MUNICIPALITY				
		(SEE ATTACHED SCHEDULE)		

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of (see below) H.P. served and metered as indicated below (check one)

X If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the Firehall meter. (7 1/2 HP)

X If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used. (10 HP - unmetered @ \$6.00 per month)

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause; but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

In Presence of:

Penny Mosher

OTTER TAIL POWER COMPANY

By

Nayco. Mynette
Corporate Secretary

In Presence of:

MUNICIPALITY

City of Milbank

By

Stephen Spulter

Rudolph A. Neff
Rudy Neff, Mayor

By

Patricia K. Puckowski

Craig Wellnitz
Craig Wellnitz, Finance Officer

(Municipal Seal)

Schedule No. 1 to Milbank Municipal Contract dated March 14, 1994

Paragraph 7 (A)

OWNED BY OTTER TAIL POWER

<u>Number of fixtures</u>	<u>Luminaire Classification</u>	<u>Lumen Class</u>	<u>Lamp Renewals by</u>	<u>Monthly Charge each</u>
285	HPS 9	9,000	O.T.P.	\$ 6.90 ✓
1	HPS 9 Metered (Concession Stand at Softball Field)	9,000	O.T.P.	4.25 ✓
4	HPS 9 PT (Post Top Luminaire Highland Drive)	9,000	O.T.P.	9.05 ✓
22	HPS 14	14,000	O.T.P.	10.60 ✓
45	HPS 23	23,000	O.T.P.	13.90 ✓
21	HPS 44	44,000	O.T.P.	17.20 ✓
1	400 HPSF (by Court House)	44,000	O.T.P.	17.10 ✓
2	400 MAF	30,000	O.T.P.	16.70 ✓
1	HPS 9 (Lake Farley-Year around)	9,000	O.T.P.	6.90 ✓
1	HPS 9 (Lake Farley-Seasonal)	9,000	O.T.P.	11.06 removed

Paragraph 7 (B)

OWNED BY THE MUNICIPALITY

<u>Number of fixtures</u>	<u>Luminaire Classification</u>	<u>Lumen Class</u>	<u>Lamp Renewals by</u>	<u>Monthly Charge each</u>
2	Quartz Flood Lites on Baseball Monument (Dust to Midnight)	1-300 Watt 1-500 Watt	City	9.32 removed
2	70 Watt HPS with 20 Watt Ballasts-Dust to Dawn 4th Ave East at Legion Monument	Total 90 watt	City	3.14 removed
3	Incand. at Lake Farley Rest rooms	-----	City	1.08 ✓
2	Incand. at Jack & Jill (Seasonal)	-----	City	3.54 ✓

Christmas decorative lighting will be estimated on the basis of total connected wattage and hours of use and the calculated KWH's billed at 5.2 cents per KWH.

Gentlemen:

At a meeting of the

Council
(BOARD OR COUNCIL)

of Milbank

(MUNICIPALITY)

South Dakota
(STATE)

held

(DATE)

April 14, 1997

appropriate action was taken, authorizing the

Craig Wellnitz
(CLERK OR AUDITOR)

to request Otter Tail Power Company to

make the following changes in street lights:

NO. OF UNITS	LOCATION	LUMINAIRE TYPE	POLE OWNED BY	FIXTURE OWNED BY	LAMP RENEWALS BY	MONTHLY CHARGE EACH
ADD						
1	Legion Monument Flag <i>Add. 5:41</i>	HPS 150 watt		City	City	2.66 ✓
2	Legion Monument (2-500W Quartz) <i>5:41</i>	1000 watt		City	City	17.77 ✓
	All three lights on dusk to dawn					
REMOVE						
2	Quartz Flood Lights on Baseball Monument	1-300 watt		City	City	9.32 ✓
	Dusk to Midnight	1-500 watt				
2	70 watt HPS with 20 watt Ballasts - Dusk	Total		City	City	3.14 ✓
	to dawn 4th Ave East at Legion Monument	90 watt				

The Municipality grants to Otter Tail Power Co. right of way for the construction, operation, extension, maintenance and repair or removal of electric lines necessary to provide the electric service at the location requested, including the necessary fixtures and apparatus in connection therewith, along, upon, under or across property owned by the Municipality. Otter Tail shall have the right of ingress and egress, at all reasonable times for the purposes of the right of way granted hereby and shall have the right to trim trees as may be reasonably necessary to keep the electric lines clear, so as to be maintained in accordance with the usual standards of construction and maintenance.

Said lights to be paid for in accordance with the terms and rates stipulated in the existing agreement now in force and effect between the Municipality and the Otter Tail Power Company for street lights of similar type, capacity and said hours of burning. Or, if any of said lights are of a type or size not covered by the existing agreement, fixed charges are to be as stated above, all other provisions of agreement to apply.

Good Street Lighting

- provides traffic safety
- curbs crime
- promotes civic pride

W. O. NO. _____

INSTALLED DATE 4-7-97 Entered 4/21/97

OTP FORM 1808 SENT DATE _____

OTP Form 571-61 — Rev. 3/89

SALES MANUAL
Street and Area Lighting

-OL12-

City of Milbank
(MUNICIPALITY)Randy A. Meyer
(NAME AND TITLE)

Otter Tail Power Company

DIVISION

Gentlemen:

Council

of Milbank

(BOARD OR COUNCIL)

(MUNICIPALITY)

South Dakota

, held (DATE) August 22

. 19 94

(STATE)

appropriate action was taken, authorizing the

Public Works Director

to request Otter Tail Power Company

(CLERK OR AUDITOR)

make the following changes in street lights:

REMOVE

The Municipality grants to Otter Tail Power Co. right of way for the construction, operation, extension, maintenance and repair or removal of electric lines necessary to provide the electric service at the location requested, including the necessary fixture and apparatus in connection therewith, along, upon, under or across property owned by the Municipality. Otter Tail shall have the right of ingress and egress, at all reasonable times for the purposes of the right of way granted hereby and shall have the right to trim trees as may be reasonably necessary to keep the electric lines clear, so as to be maintained in accordance with the usual standard construction and maintenance.

Said lights to be paid for in accordance with the terms and rates stipulated in the existing agreement now in force and effect between the Municipality and the Otter Tail Power Company for street lights of similar type, capacity and said hours of burning. If any of said lights are of a type or size not covered by the existing agreement, fixed charges are to be as stated above, all other provisions of agreement to apply.

Good Street Lighting

- provides traffic safety
- curbs crime
- promotes civic pride

Entered to CTS 8/24/94 ljm

City of Milbank
(MUNICIPALITY)

Reed a h

3/17/94 3/19/94 MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 7th day of March, 19 94, by and between the Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the City of Sisseton, South Dakota hereinafter called the Municipality. WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be March 11, 1994.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
172	HPS-9	9,000	O.T.P. Company	\$ 6.90
33	HPS-14	14,000	O.T.P. Company	10.60
3	400 HPSFL	44,000	O.T.P. Company	17.10
32	MV-11	11,000	O.T.P. company	11.40
1	MV-21	21,000	O.T.P. Company	15.10
(b) OWNED BY MUNICIPALITY				
1	500 W Incand	Welcome Sign	City	10.50
1	500 W Quartz	Howdy Folks Sign	City	8.75
*1	HPS-23	23,000	O.T.P. Company	1.15 (metered)
*30	HPS-44	44,000	O.T.P. Company	9.78
*30	HPS-23	23,000	O.T.P. Company	6.92

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

*All Materials other than bulbs will be furnished by the City of Sisseton. Maintenance that requires area line crew and truck, other than relamping, will be at the city's expense at a rate of \$75.00 per hour. This cost includes use of the area line crew truck and one man. Other maintenance such as repairing under ground will be billed to the city at a rate of \$50.00 per hour. This cost includes service rep. truck and one man. The above agreement will remain in effect through the balance of the new street light contract.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 5 H.P. served and metered as indicated below (check one):

 If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the meter.

 X If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY

In Presence of:

Penny Mosher

By

Nay W. Myrle
Corporate Secretary

MUNICIPALITY

CITY OF SISSETON

In Presence of:

Robert L. Brubaker
Kellan Jensen

By

Jon F. Thieman
Jon F. Thieman, Mayor

By

Joan Rice
Joan Rice, City Finance Officer

(Municipal Seal)

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 1st day of June, 19 97, by and between the
 Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the Village
 of Stockholm, South Dakota hereinafter called the Municipality, WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be June 1, 1997 *M D*

3. The rates to be charged for municipal electric service shall be (*Darlene*)
 rate schedule as specifically filed with and approved by the Public Util and Fire Sirens and which are in effect at the execution of this agreemer *ing*

4. Otter Tail is subject to the jurisdiction of the Public Utilities C. *The Mayor did* *ules*
 and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in *I initial the correct*
 circuits, controls and brackets and fixtures as provided in this contract. *Date* *ol*

6. The Municipality shall have the right to erect, operate, and mai
 main streetlighting system, ready for connection to Otter Tail's supply s

Otter Tail shall supply any necessary meters, time switches or phot
 connection to its supply system. Otter Tail shall supply the necessary el

7. On the date that this contract goes into effect, the residential, v
 consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
* 24	HPS 9	9000	OTP	\$ 6.90
** 9	HPS 14	14000	OTP	10.60
1	Incandescent		OTP	2.58
(b) OWNED BY MUNICIPALITY				

* Previous rate - HPS 9 22 @ \$ 6.25 1 @ \$ 6.30 per light 1 @ \$6.90 per light
 ** Previous rate - HPS 14 .8 @ \$10.40 1 @ \$10.60 per light

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7
 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply
 system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the
 terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems,
 on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The
 Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.846¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 1 1/2 H.P. served and metered as indicated below (check one):

☒ If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the Stockholm School Bldg meter. A/C 1537

☐ If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY

In Presence of:

Barney Mosher

By

Ray W. Rynde
Corporate Secretary

MUNICIPALITY

In Presence of:

Laurie Collins

By

Malin Bragt

Laurie Collins

By

Robert Lubin

(Municipal Seal)

LOCATION FOR STREET LIGHTS

1/20/95

Otter Tail Power Company

Milbank

DIVISION

At a meeting of the

Council

of Milbank

(BOARD OR COUNCIL)

(MUNICIPALITY)

South Dakota

(STATE)

, held (DATE)

12-12

19 94

Appropriate action was taken, authorizing the

Park & Rec Director

to request Otter Tail Power Company

(CLERK OR AUDITOR)

Makes the following changes in street lights:

NO. OF LIGHTS	LOCATION	LUMINAIRE TYPE	POLE OWNED BY	FIXTURE OWNED BY	LAMP RENEWALS BY	MONTHLY CHARGE EACH
ADD						
2	Farley Spillway (year around)	400 HPS	FL OTP	OTP	OTP	\$17.10
1	First Light in Farley Park Driveway (year around)	HPS 9	OTP	OTP	OTP	6.90
REMOVE						
2	Farley Spillway (seasonal)	400 HPS FL	OTP	OTP	OTP	24.10
1	First Light in Farley Park Driveway (seasonal)	HPS 9	OTP	OTP	OTP	11.00

The Municipality grants to Otter Tail Power Co. right of way for the construction, operation, extension, maintenance and repair or removal of electric lines necessary to provide the electric service at the location requested, including the necessary fixture and apparatus in connection therewith, along, upon, under or across property owned by the Municipality. Otter Tail shall have the right of ingress and egress, at all reasonable times for the purposes of the right of way granted hereby and shall have the right to trim trees as may be reasonably necessary to keep the electric lines clear, so as to be maintained in accordance with the usual standards of construction and maintenance.

Said lights to be paid for in accordance with the terms and rates stipulated in the existing agreement now in force and effect between the Municipality and the Otter Tail Power Company for street lights of similar type, capacity and said hours of burning. If any of said lights are of a type or size not covered by the existing agreement, fixed charges are to be as stated above, all other provisions of agreement to apply.

Good Street Lighting

- * provides traffic safety
- * deters crime
- * promotes civic pride

City of Milbank
(MUNICIPALITY)

Russell A. King

Updated 1/5/95

12/15/94 800 12/16/94 1/24

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 12th day of December, 1994, by and between the Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the Town of Revillo, South Dakota hereinafter called the Municipality, WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be December 1, 1994.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
48	4PS-9	9,000	OTF	\$6.90
1	4PS-9 metered	9,000	OTF	4.25
(b) OWNED BY MUNICIPALITY				

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, as approved by Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 1500 kWh per month at \$2.22¹ per kWh
- Next 1500 kWh per month at 4.584¹ per kWh
- Over 3000 kWh per month at 3.646¹ per kWh

(b) Weekly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)

(c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of _____ \$ _____ H.P. served and metered as indicated below (check one):

☒ If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered _____ meter.

☐ If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used. (unmetered)

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY

In Presence of:

Benny Mosher

By

Nancy M. Munk
Corporate Secretary

MUNICIPALITY

Town of Revillo, South Dakota

In Presence of:

Robert Stark
Robert Stark

By

Lowell A. Schultz
Lowell Schultz - Mayor

By

Donna Erickson
Donna Erickson - Finance Officer

(Otter Tail Seal)

THIS AGREEMENT, made this 1st day of June, 1997, by and between the
~~City of~~ Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the City
of South Dakota hereinafter called the Municipality, WITNESSETH:

1. In consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be June 1, 1997

2. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rates schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

3. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

4. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control systems, controls and brackets and fixtures as provided in this contract.

5. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or ~~any~~ streetlighting system, ready for connection to Otter Tail's supply source.

6. Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Replaces By	Monthly Charge Each
40	HY6	6000	OTF	\$ 6.30 ✓
16	HPS14	14000	OTF	10.40 ✓
1	400 HAF	10000	OTF	16.70 ✓
1	400 HPSF	44000 (seasonal)	OTF	24.14
OWNED BY MUNICIPALITY				
1	Incandescent		OTF	3.07

(1) Previous rate - HY6 \$6.25 per light (40) \$6.30 per light (1)

(2) Previous rate - HPS14 \$10.40 per light

(3) Previous rate - 400 HAF \$16.45 per light

(4) Previous rate - incandescent \$2.63 per light

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) Peak 1950 kWh per month at \$1.027 per kWh
- (b) Normal 1950 kWh per month at \$1.084 per kWh
- (c) Winter 1950 kWh per month at \$1.048 per kWh

(d) Monthly Minimum Charge - \$1.00 for each delivery point (also applies where energy is seasonal)

(e) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 10 H.P. served and metered as indicated below (check one):

☒ Served through a metered circuit to another load of the Municipality; the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the Fire Hall meter: A/C 9763

☐ If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month, including meter and kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers and agents duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY

In Presence of

Barney Moshier

By

Nancy D. Bryant
Corporate Secretary

MUNICIPALITY

In Presence of

City of Summit

Mark A. Hopewell

By

Deborah Boring

Mark A. Hopewell

By

Yvonne O'Farrell

(Principal)

2/18/73

6/1/73

MUNICIPAL CONTRACT

1. This agreement made this 4th day of January, 19 91, by and between the Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the City South Dakota hereinafter called the Municipality, WITNESSETH:

2. That in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to use and pay for the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Alarm, all as hereinafter specifically set forth for a term of (10) ten years beginning on the first day of the month of January, 19 91.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as currently filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Alarm and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, standards and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, wire, switches or photoelectric control equipment, and make the final connections to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
12	HPS - 9	9000	O.T.P.	\$6.90
1	HPS - 14	14000	O.T.P.	\$10.60
OWNED BY MUNICIPALITY				
8	HPS - 14	14000	O.T.P.	\$9.10
1	100 Watt	Incandescent	City	\$1.53

*(These 8 lights are on steel poles - poles & wiring are owned and maintained by City, while brackets and lights are owned and maintained by Otter Tail.)

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 1500 kWh per month at \$2.324 per kWh
Next 1500 kWh per month at \$4.584 per kWh
Over 3000 kWh per month at \$3.646 per kWh

(b) Monthly Minimum Charge - \$0.60 for each delivery point (also applies where energy is seasonal)

(c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 5 H.P. served and metered as indicated below (check one):

☒ Served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a load on the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the meter.

☐ If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Where applicable, kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause, but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and superseded as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers, duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY

In Presence of

Donald A. [Signature]

By Beverly R. [Signature]
Asst. Corporate Secretary

MUNICIPALITY

In Presence of

[Signature]
[Signature]

City of Waubay, South Dakota
By Linda M. Walters
Linda M. Walters - Mayor
By M. A. Stephenson
M. A. Stephenson - City Finance Officer

Witnessed by

February 28, 1992

215 S CASCADE ST
PO BOX 496
FERGUS FALLS MN 56538-0496
218-739-8200

Mr. Marshall Dangelard
Executive Director
Public Utilities Commission
State of South Dakota
Pierre, SD 57501

Dear Mr. Dangelard:

Subject: STREETLIGHT CHANGE-OUT PROGRAM

Otter Tail Power Company is in the process of upgrading existing streetlighting systems in Minnesota and North Dakota towns. This program allows for the removal and disposal of Mercury Vapor (MV) fixtures and the installation of high efficiency, High Pressure Sodium (HPS) fixtures. At the present time, the program is being emphasized in communities considering franchise renewals, however, it will be offered to other towns as time permits regardless of franchise status.

It is Otter Tail's intention to expand this program to include South Dakota. Listed below are several items of interest concerning this program:

- 1) The HPS-9 fixtures exhibit an increase in the lumen output when compared to the existing MV-6. This increase in the lighting level translates to a brighter streetlighting system for the community involved.
- 2) The energy required to operate an HPS-9 fixture is significantly less than the MV-6 fixture (decrease of 85 watts per fixture).
- 3) Although the HPS-9 fixture has a somewhat higher first cost than the existing MV-6 fixture (\$1.20 per fixture), Otter Tail will be offering to serve the upgraded streetlighting systems on the existing MV-6 rate schedule.
- 4) The energy saved as a result of the upgrade will directly impact the cost of energy adjustment portion of the customers' bills, thereby spreading this savings over all customers taking service on Otter Tail's standard rates.

The offering of the upgrades will begin immediately. If you have questions concerning this program please contact Brenda Sandahl at 218/739-9539.

Sam Ode

Sam Ode, Administrator
Power Department
TSC

cc: Wally Stigen
Bill Giesen
Al Kubousek
Ted Rotenberger
Pan Weiby
Russ Denault
Brenda Sandahl

6-12-92
C.H. 6/1/92

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 18 day of June, 19 92, by and between the
Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the Town
of Rapid, South Dakota, hereinafter called the Municipality, WITNESSETH:

2. That in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years and the expiration date of the term to be July 1, 19 92.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control apparatus, standards and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

7. Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connections to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

8. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
4	471-14	9000	Company	6.30 C.I.P. Program
1	471-14	14000	Company	10.60
OWNED BY MUNICIPALITY				

9. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

10. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

11. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions set forth in this contract.

12. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, as approved by Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 3500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 2 1/2 H.P. served and metered as indicated below (check one):

☒ If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the _____ meter.

☐ If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

In Presence of

Osborn Mosher

OTTER TAIL POWER COMPANY

By

Nay W. Mykle
Corporate Secretary

In Presence of

Ed Stuberger

MUNICIPALITY
Town of Brandt, South Dakota

By

Perry R. May

By

Laurie J. Antworth Finance
Off. cor

(Municipal Seal)

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 1st day of November, 1994, by and between the
Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the City
of Brace, SD hereinafter called the Municipality, WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be November 1, MX 2004 1994 PK.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge-Each
48	HPS-9 CIP	9,000	OTP	\$ 6.30
13	HPS-14 CIP	14,000	OTP	\$ 11.40
(b) OWNED BY MUNICIPALITY				
N/A				

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, as approved by Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 5 H.P. served and metered as indicated below (check one):

☐ If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the _____ meter.

☒ If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY

In Presence of:

Ermy Moshier

By

Nay W. Munk
Corporate Secretary

In Presence of:

MUNICIPALITY

City of Bruce SD

Rinda Rikstorn

By

Edgar E. E. E. E. E.

Art Leary

By

Don Stofen - President

(Municipal Seal)

MUNICIPAL CONTRACT

EAD 8/31/92
CAB 8/2/92

THIS AGREEMENT, made this 2nd day of August, 19 92, by and between the
Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the Town
of Wahpet, South Dakota hereinafter called the Municipality. WITNESSETH:

1. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be October 1, 19 92.

2. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

3. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

4. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

5. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

6. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(A) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
12	HPS-9	9000	OTP	\$6.30 CIP
(B) OWNED BY MUNICIPALITY				

7. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

8. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

9. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

10. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh

- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)

- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 1 H.P. served and metered as indicated below (check one):

☒ If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the Village Hall meter.

☐ If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY

In Presence of:

Genny Mosher

By

Nancy M. Mynster
Corporate Secretary

MUNICIPALITY

In Presence of:

Town of Bushnell

By

Bruce Stangland

By

Olivia Anderson

(Municipal Seal)

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 11th day of January, 1994, by and between the Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the City of Castlewood, SD hereinafter called the Municipality, WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be January 15, 1994.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL

Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
96-99	HPS 9 CIP	9,000	OTP	6.30
16	HPS 23	23,000	OTP	13.00 ✓
23	HPS 44	44,000	OTP	17.20 ✓

(b) OWNED BY MUNICIPALITY

N/A				

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 5.0 H.P. served and metered as indicated below (check one):

☒ If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the City Hall meter.

☐ If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY

In Presence of:

Penny Mosher

By

Nay W. Mynick
Corporate Secretary

In Presence of:

MUNICIPALITY

MUNICIPALITY

John A. H., MAYOR
Steve E. Davis, Councilman

By

S. H. L.
S. H. L.

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 15 day of January, 19 95, by and between the
 Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the City
 of Clear Lake, South Dakota hereinafter called the Municipality, WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be January 15, ~~1995~~ 1996.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
131	HPS9-CIP	9000	OTP	6.30
6	HPS23-CIP	23,000	OTP	13.90
1	400MVF	21,000	OTP	15.65
(b) OWNED BY MUNICIPALITY				
23	HPS400	44,000	OTP	1.15
			Energy Charge	8.63
				9.78

Maintenance of City-owned fixtures will be on request and billed by OTP to city.

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

the municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 7.5 H.P. served and metered as indicated below (check one):

☐ If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the _____ meter.

☒ If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY

In Presence of:

Thompson, Walter

By

W. W. Hight
Corporate Secretary

MUNICIPALITY

City of Clear Lake

In Presence of:

Lawrence A. Lyman

By

Martin H. Olson, Mayor

By

Paul L. Dyer, Treasurer

(Municipal Seal)

MUNICIPAL CONTRACT

EAG
11-13-92
bkh
11-16-92

1. THIS AGREEMENT, made this 13th day of October, 19 92, by and between the
 Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the City
 of De Smet, South Dakota hereinafter called the Municipality, WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be February 1, 1993.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
115	HPS 9	9000	Company	\$ 6.30 CIP
2	HPS 23	23000	Company	\$13.90
1	400 HPSF	44000	Company	\$17.10
1	HPS 9	9000	Company	\$ 4.25 (metered)
(b) OWNED BY MUNICIPALITY				
35	HPS 23	23000	Company	\$ 9.72
15	HPS 23	23000	Company	\$ 7.09
7	HPS 44	44000	Company	\$ 9.91

35 fixtures-OTP owns fixture-city owns poles-includes energy & maintenance & lamp replace.

15 fixtures-City owns fixture & pole-OTP provides energy & lamp replacement.

7 fixtures-City owns fixture & pole-OTP provides energy & lamp replacement.

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 5.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 13 H.P. served and metered as indicated below (check one):

☐ If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the _____ meter.

☒ If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

In Presence of:

Benny Mosher

OTTER TAIL POWER COMPANY

By James M. Myers
Corporate Secretary

In Presence of:

Stanley J. Anderson
Commissioner

MUNICIPALITY

City of De Smet, South Dakota

By Ray H. Hall
Mayor

C.

By Edmond Wolken
Finance Officer

(Municipal Seal)

MUNICIPAL CONTRACT

EDD 9/31/92
6/11/92

1. THIS AGREEMENT, made this 24th day of August, 19 92, by and between the Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the Town of Elliot, South Dakota hereinafter called the Municipality, WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be April 1, 19 93.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, meters and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or other streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connections to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
1	MS-2	9000	QTP	\$6.30
OWNED BY MUNICIPALITY				

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7, except by mutual consent of the parties.

9. Payment rendered after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, as approved by Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

16. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 14 and 15 above, at the following rate which will apply at each delivery point:

- (a) First 1000 kWh per month at 8.232¢ per kWh
- Next 1000 kWh per month at 4.344¢ per kWh
- Over 2000 kWh per month at 3.646¢ per kWh

(b) Seasonal Seasonal Charge - \$0.50 for each delivery point (also applies where energy is seasonal)

(c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

17. The Municipality operates a fire siren of _____ H.P. served and metered as indicated below (check one):

☒ If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered _____ meter.

☐ If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month, _____ kWh used.

GENERAL PROVISIONS

18. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from fire, theft, strike or other cause, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.

19. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

20. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

21. BY SIGNING THIS AGREEMENT, the respective parties hereto have caused this agreement to be executed by their proper officers and agents duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY

Witnessed by

Chas. M. Fisher

By

Nay W. Myrnes
Corporate Secretary

MUNICIPALITY

Town of Egan, South Dakota

Witnessed by

[Signature]

By

Eda Mae Neeb - Finance Officer

By

Witnessed by

EAD
4-12-92
BKH
4/23/12

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 15th day of April, 19 92, by and between the
Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the City
of Elkton, South Dakota hereinafter called the Municipality, WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be September 1, 19 92.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
23	HPS-19	19000	OTP	\$12.20
73	HPS-9	9000	OTP	6.30 CIP Program
2	HPS-23	23000	OTP	13.90
(b) OWNED BY MUNICIPALITY				
2	Sign lights		City	\$ 2.62/mo.

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 5 H.P. served and metered as indicated below (check one):

☐ If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the _____ meter.

☒ If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

In Presence of:

Penny Mosher

OTTER TAIL POWER COMPANY

By

Nay W. Myers
Corporate Secretary

In Presence of:

MUNICIPALITY

City of Elkton, South Dakota

By

Leobin B. Steen

By

Karon Burdick

(Municipal Seal)

2/21/94

2/24/94

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 1st day of February, 19 94, by and between the
Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the City
of Egan, SD hereinafter called the Municipality, WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be February 1, 19 94:

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
17	HPS 9 CIP	9,000	OTP	\$ 6.30
(b) OWNED BY MUNICIPALITY				
N/A				

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 3 H.P. served and metered as indicated below (check one):

☒ If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the Fire Hall meter.

☐ If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY

In Presence of:

Penny Masters

By [Signature]
Corporate Secretary

MUNICIPALITY

In Presence of:

City of Erwin

[Signature]
[Signature]

By x. Sherry Bell, Treas.
By x. Jerome E. Penn, Trustee

(Municipal Seal)

2/26/93
CDD
1st 3/1/93

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 10th day of February, 19 93, by and between the
Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the Town
of Hayti, South Dakota hereinafter called the Municipality, WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be April 10, 19 93.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
12	HPS 23	23000	company	\$ 13.90
6	HPS 9	9000	company	6.30
(b) OWNED BY MUNICIPALITY				

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 5 H.P. served and metered as indicated below (check one):

☒ If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the fire hall meter.

☐ If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY

In Presence of:

Penny Mether

By

Nayal Myster
Corporate Secretary

MUNICIPALITY

In Presence of:

Town of Havli, South Dakota

Doug Berman

By

[Signature]

By

(Municipal Seal)

5/24/94 (10)
3/25/94 [Signature]

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 1st day of April, 1994, by and between the
 Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the Town
of Hetland, South Dakota hereinafter called the Municipality. WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be April 1, 1994.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
24	HPS9 - CIP	9,000	OTP	\$ 6.30
(b) OWNED BY MUNICIPALITY				
N/A				

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 5 H.P. served and metered as indicated below (check one):
- ☒ If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the City Pump House meter.
- ☐ If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.
15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.
16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.
17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY

In Presence of:

Benny Mosher

By Nancy M. Myster
Corporate Secretary

MUNICIPALITY

In Presence of:

Hotland, South Dakota

Edith

By X Mary Davis

Leland Forder

By X Terry Davis

(Municipal Seal)

500 7/7/94

7/11/94 *[Signature]*

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 1st day of June, 19 94, by and between the
Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the City
of Lake Norden, South Dakota hereinafter called the Municipality, WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be June 1, 19 94.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
57	HPS 9-CIP	9,000	OTP	\$ 6.30
9	HPS 44	44,000	OTP	16.90
(b) OWNED BY MUNICIPALITY				
N/A				

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 5 H.P. served and metered as indicated below (check one)
- If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the meter.
- X If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.
15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.
16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.
17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY

In Presence of:

Genney Mathew

By

Nancy A. Blum
Corporate Secretary

In Presence of:

Frank H. Hays

By

MUNICIPALITY
Lake Nodan

By

X Tony Hoffmann
X Thomas James FO

(Municipal Seal)

- Doc 2/27/94
bht 3/25/94

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 1st day of April, 19 94, by and between the Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the City of Lake Preston, South Dakota hereinafter called the Municipality, WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be April 1, 19 94.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
70	HPS9 - CIP	9,000	OTP	\$ 6.30
2	HPS23	23,000	OTP	13.90
1	40CMVF	21,000	OTP	15.65
(b) OWNED BY MUNICIPALITY				
6	HPS44	44,000	OTP	10.52
9	HPS23	23,000	OTP	7.66
20	HPS23	23,000	OTP	9.12 (City owned poles)

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 1-7½ & 2-3 H.P. served and metered as indicated below (check one):

 If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the meter.

 X If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY

In Presence of:

Benny Mosher

By

Nagw. Nuyt
Corporate Secretary

MUNICIPALITY

In Presence of:

City of Lake Preston, South Dakota

L. H. L.

By

x L. William Liss

Terence Fendler

By

x Benny Mosher

(Municipal Seal)

EAS
6-12-92
JH 6/1/92

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 1st day of May, 19 92, by and between the Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the Town of New Effington, SD hereinafter called the Municipality, WITNESSETH

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be May 1, 19 92.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
47	HPS 9	9,000	OTP	10.30
11	HPS 14	14,000	OTP	\$10.60
(b) OWNED BY MUNICIPALITY				

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 2 1/2 H.P. served and metered as indicated below (check one):

☒ If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the Firehall meter.

☐ If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause, but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY

In Presence of:

Penny Mosher

By Nancy W. Mudgett
Corporate Secretary

MUNICIPALITY TOWN OF NEW EFFINGTON

In Presence of:

Bennett J. Schumacher

By Michael Croll

Ronald H. Schepherdson

By Bennett J. Schumacher

(Municipal Seal)

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 8th day of October, 1992 by and between the
Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the Town
of Nunda, South Dakota, hereinafter called the Municipality, WITNESSETH

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be April 1, 1993.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and a main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Recessed by	Monthly Charge Each
27	HPS 9	9000	Company	\$5.25 per CIP Program
(b) OWNED BY MUNICIPALITY				

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operations of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment", however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of _____ H.P. served and metered as indicated below (check one):

_____ If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the _____ meter.

_____ If the siren is served separately, the Municipality will pay a charge at the rate of \$40 per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause, but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

In Presence of:

Penny Mosher

OTTER TAIL POWER COMPANY

By

John M. Smith
Corporate Secretary

In Presence of:

Harwood E. Olson

MUNICIPALITY

Town of Nunda, South Dakota

By

C.S. Lally

(Municipal Seal)

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 10th day of March, 1992, by and between the
 Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the City
 of Oldham, South Dakota hereinafter called the Municipality. WITNESSETH

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be May 15, 1992.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
49	HPS-9	9000 Lumen	Company	\$ 5.30
11	HPS-23	23000 Lumen	Company	13.90
(b) OWNED BY MUNICIPALITY				

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other such necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 7 1/2 H.P. served and metered as indicated below (check one)

 If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the meter.

 X If the siren is served separately, the Municipality will pay a charge at the rate of 50¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause, but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY

In Presence of:

Penny Mosher

By

N. W. Hunt
Corporate Secretary

MUNICIPALITY

In Presence of:

City of Oldham, South Dakota

City of Oldham

By

Wallace Brown
Mayor

City of Oldham

By

Susan Eysenck
Finance Officer

(Municipal Seal)

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 1st day of January, 1995, by and between the
 Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the Town
 of Toronto, South Dakota hereinafter called the Municipality. WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of 60 years with the effective date of the term to be January 1, 1995 to 1-1-2055

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
46	HPS9-CIP	9,000	OTP	\$2.20
17	HPS23-CIP	23,000	OTP	\$12.90
1	MV400	21,000	OTP	\$19.65
(b) OWNED BY MUNICIPALITY				
n/a				

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal).
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 5 H.P. served and metered as indicated below (check one):
- If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the meter.
- X If the siren is served separately, the Municipality will pay a charge at the rate of 50¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.
15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.
16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.
17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY

In Presence of:

 Perry Marker

By

 N. W. Rynke
Corporate Secretary

MUNICIPALITY

In Presence of:

 Toronto, South Dakota

 Hilma Munnich, T.O.
 Laurie Lytle

By

By

 Perry Marker Mayor

(Municipal Seal)

3/24/94 3/24/94

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 1st day of April, 19 94, by and between the
Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the Town
of Trent, South Dakota hereinafter called the Municipality, WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be April 1, 19 94.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
38	HPS9 - CIP	9,000	OTP	\$ 6.20
(b) OWNED BY MUNICIPALITY				
N/A				

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 5 H.P. served and metered as indicated below (check one).

☒ If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the fire hall meter.

☐ If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY

In Presence of:

Lenny Morker

By

Nay W. Myer
Corporate Secretary

MUNICIPALITY

In Presence of:

Trent, South Dakota

Russ Johnson
R. H. [Signature]

By X

Shirley Chamley, Clerk
Robert Chamley

(Municipal Seal)

EOB 11/16/90

701 11/14/90

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 11th day of October, 1990, by and between the Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the Town of Ward, South Dakota hereinafter called the Municipality, WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be May 1, 1991.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

7. Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

8. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
10	HPS-9	9000	Company	6.30 6.30
9	HPS-23	23000	Company	\$13.90
(b) OWNED BY MUNICIPALITY				

at 61-1192

9. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

10. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

11. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

12. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 1 H.P. served and metered as indicated below (check one):

☒ If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the Village Hall meter.

☐ If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY

In Presence of:

Maurice Lindblom

By

Nagel Munk
Corporate Secretary

MUNICIPALITY

In Presence of:

TOWN OF WARD, SOUTH DAKOTA

Chas. Barthel
Patricia Merick

By

Kathy Belu

By

Charity Barthel

(Municipal Seal)

MUNICIPAL CONTRACT

E.T.D.
4-29-92
T.H. 5/1/92

1. THIS AGREEMENT, made this 14th day of April, 19 92, by and between the
Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the town
of Wentworth, South Dakota hereinafter called the Municipality, WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the
terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the
Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges
for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years
with the effective date of the term to be July 1, 19 92.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard
rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping
and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules
and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control
circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or
main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final
connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall
consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
46	HPS-9	9000	OTP	\$6.30 - CIP program
(b) OWNED BY MUNICIPALITY				

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7
above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply
system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the
terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems,
on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The
Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 5 H.P. served and metered as indicated below (check one):

☒ If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the _____ meter.

☐ If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY

In Presence of:

Penney Mesher

By

N. W. M. M. M.
Corporate Secretary

MUNICIPALITY

In Presence of:

Tom of Wentworth, South Dakota

By

John H. M. M. M.

By

C. M. M. M.

(Municipal Seal)

SOUTH DAKOTA

HPS 9

SEASONAL RATE

6 MONTH CONTRACT

LED COST = based upon S.D. breakdown 11/16/87

Fixed cost @ 20% = \$3.20

$$\frac{.20 \times y}{12} = \$3.20$$

$$y = \$192.00$$

$$\frac{.20 \times \$192.00}{6} = \$6.40 \text{ (SUMMER)} \quad \$6.40 \text{ (WINTER)}$$

ENERGY - assume 40% of total for the 6 months MAY thru OCT.

$$615 \times .40 = 246$$

$$615 \times .60 = 369$$

$$246 \div 6 = 41$$

$$369 \div 6 = 62$$

$$41 \times .052 = \$2.13 \text{ (SUMMER)} \quad 62 \times .052 = \$3.22 \text{ (WINTER)}$$

CLAMPING - 1/2 yearly charge

$$\$1.05 \div 2 = \$.53 \text{ (SUMMER)}$$

$$.53 \text{ (WINTER)}$$

UNSET - DISCONNECT CHARGE - \$12.00

$$\$12.00 \div 6 = \$2.00 \text{ (SUMMER)}$$

$$2.00 \text{ (WINTER)}$$

	<u>YEARLY</u>	<u>SUMMER</u>	<u>WINTER</u>
LED COST	3.20	6.40	6.40
ENERGY	2.65	2.13	3.22
CLAMPING	1.05	.53	.53
UNSET - DISCONN		2.00	2.00
	\$6.90	\$11.06	\$12.15

(100)
3/24/74 3/25/94

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 14th day of March, 1994, by and between the Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the City of Milbank, South Dakota hereinafter called the Municipality, WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be March 14, 1994.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
		(SEE ATTACHED SCHEDULE)		
(b) OWNED BY MUNICIPALITY				
		(SEE ATTACHED SCHEDULE)		

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of (see below) H.P. served and metered as indicated below ~~(check one)~~:

☒ If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the Firehall meter. (7 1/2 HP)

☒ If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used. (10 HP - unmetered @ \$6.00 per month)

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

In Presence of:

Penny Mosher

OTTER TAIL POWER COMPANY

By

Nay W. Myrnes
Corporate Secretary

In Presence of:

MUNICIPALITY

City of Milbank

Stephen Smulter

By

Rudolph A. Nef
Rudy Nef, Mayor

Patricia K. Richardson

By

C. S. Wellnitz
Craig Wellnitz, Finance Officer

(Municipal Seal)

Module No. 1 to Milbank Municipal Contract dated March 14, 1994

Paragraph 7 (A)

OWNED BY OTTER TAIL POWER

<u>Number of fixtures</u>	<u>Luminaire Classification</u>	<u>Lumen Class</u>	<u>Lamp Renewals by</u>	<u>Monthly Charge each</u>
285	HPS 9	9,000	O.T.P.	\$ 6.90 ✓
1	HPS 9 Metered (Concession Stand at Softball Field)	9,000	O.T.P.	4.25 ✓
4	HPS 9 PT (Post Top Luminaire Highland Drive)	9,000	O.T.P.	9.05 ✓
22	HPS 14	14,000	O.T.P.	10.60 ✓
45	HPS 23	23,000	O.T.P.	13.90 ✓
21	HPS 44	44,000	O.T.P.	17.20 ✓
1	400 HPSF (by Court House)	44,000	O.T.P.	17.10 ✓
2	400 MAF	30,000	O.T.P.	16.70 ✓
1	HPS 9 (Lake Farley-Year around)	9,000	O.T.P.	6.90 ✓
1	HPS 9 (Lake Farley-Seasonal)	9,000	O.T.P.	11.06 removed

Paragraph 7 (B)

OWNED BY THE MUNICIPALITY

<u>Number of fixtures</u>	<u>Luminaire Classification</u>	<u>Lumen Class</u>	<u>Lamp Renewals by</u>	<u>Monthly Charge each</u>
2	Quartz Flood Lites on Baseball Monument (Dust to Midnight)	1-300 Watt 1-500 Watt	City	9.32 removed
2	70 Watt HPS with 20 Watt Ballasts-Dust to Dawn 4th Ave East at Legion Monument	Total 90 watt	City	3.14 removed
3	Incand. at Lake Farley Rest rooms	-----	City	1.08 ✓
2	Incand. at Jack & Jill (Seasonal)	-----	City	3.54 ✓

Christmas decorative lighting will be estimated on the basis of total connected wattage

Estimated kWh's billed at 5.2 cents per kWh.

5/9/97 DDD

Milbank

DIVISION

Gentlemen:

At a meeting of the

Council
(BOARD OR COUNCIL)

of Milbank
(MUNICIPALITY)

South Dakota
(STATE)

, held

(DATE)

April 14

19 97

appropriate action was taken, authorizing the

Craig Wellnitz
(CLERK OR AUDITOR)

to request Otter Tail Power Company to

make the following changes in street lights:

NO. OF UNITS	LOCATION	LUMINAIRE TYPE	POLE OWNED BY	FIXTURE OWNED BY	LAMP RENEWALS BY	MONTHLY CHARGE EACH
ADD						
	ADD.					
1	Legion Monument Flag 5:41	HPS 150 watt		City	City	2.66 ✓
2	Legion Monument (2-500W Quartz) 5:41	1000 watt		City	City	17.77 ✓
	All three lights on dusk to dawn					
REMOVE						
2	Quartz Flood Lights on Baseball Monument	1-300 watt		City	City	9.32 ✓
	Dusk to Midnight	1-500 watt				
2	70 watt HPS with 20 watt Ballasts - Dusk	Total		City	City	3.14 ✓
	to dawn 4th Ave East at Legion Monument	90 watt				

The Municipality grants to Otter Tail Power Co. right of way for the construction, operation, extension, maintenance and repair or removal of electric lines necessary to provide the electric service at the location requested, including the necessary fixtures and apparatus in connection therewith, along, upon, under or across property owned by the Municipality. Otter Tail shall have the right of ingress and egress, at all reasonable times for the purposes of the right of way granted hereby and shall have the right to trim trees as may be reasonably necessary to keep the electric lines clear, so as to be maintained in accordance with the usual standards of construction and maintenance.

Said lights to be paid for in accordance with the terms and rates stipulated in the existing agreement now in force and effect between the Municipality and the Otter Tail Power Company for street lights of similar type, capacity and said hours of burning. Or, if any of said lights are of a type or size not covered by the existing agreement, fixed charges are to be as stated above, all other provisions of agreement to apply.

Good Street Lighting

- provides traffic safety
- deters crime
- promotes civic pride

City of Milbank
(MUNICIPALITY)

Russell A. May
Mayor

W. S. NO.

4-7-97 Entered 4/21/97

APPLICATION FOR STREET LIGHTS

Otter Tail Power Company

Milbank

DIVISION

Gentlemen:

At a meeting of the

Council

of

Milbank

(BOARD OR COUNCIL)

(MUNICIPALITY)

South Dakota

(STATE)

, held

(DATE)

August 22

19 98

appropriate action was taken, authorizing the

Public Works Director

(CLERK OR AUDITOR)

to request Otter Tail Power Company to

make the following changes in street lights:

NO. OF UNITS	LOCATION	LUMINAIRE TYPE	POLE OWNED BY	FIXTURE OWNED BY	LAMP RENEWALS BY	MONTHLY CHARGE EACH
ADD						
1	Pribyl Park 12th Ave (seasonal)	500 w Quartz		City	City	\$ 8.75
1	Pribyl Park 2nd St (Year Around)	400 HPS	FL OTP	OTP	OTP	17.10
1	Hwy 12 Mound (seasonal)	400 HPS	FL OTP	OTP	OTP	24.14
REMOVE						

The Municipality grants to Otter Tail Power Co. right of way for the construction, operation, extension, maintenance and repair or removal of electric lines necessary to provide the electric service at the location requested, including the necessary fixtures and apparatus in connection therewith, along, upon, under or across property owned by the Municipality. Otter Tail shall have the right of ingress and egress, at all reasonable times for the purposes of the right of way granted hereby and shall have the right to trim trees as may be reasonably necessary to keep the electric lines clear, so as to be maintained in accordance with the usual standards of construction and maintenance.

Said lights to be paid for in accordance with the terms and rates stipulated in the existing agreement now in force and effect between the Municipality and the Otter Tail Power Company for street lights of similar type, capacity and said hours of burning. Or if any of said lights are of a type or size not covered by the existing agreement, fixed charges are to be as stated above, all other provisions of agreement to apply.

Good Street Lighting

provides traffic safety

curbs crime

City of Milbank

Gentlemen:

At a meeting of the

Council
(BOARD OR COUNCIL)

of Milbank

(MUNICIPALITY)

South Dakota
(STATE)

, held (DATE)

12-12

, 19 94

Appropriate action was taken, authorizing the

Park & Rec Director

to request Otter Tail Power Company to

(CLERK OR AUDITOR)

make the following changes in street lights:

NO. OF UNITS	LOCATION	LUMINAIRE TYPE	POLE OWNED BY	FIXTURE OWNED BY	LAMP RENEWALS BY	MONTHLY CHARGE EACH
ADD						
2	Farley Spillway (year around)	400 HPS	FL OTP	OTP	OTP	\$17.10
1	First Light in Farley Park Driveway (year around)	HPS 9	OTP	OTP	OTP	6.90
REMOVE						
2	Farley Spillway (seasonal)	400 HPS FL	OTP	OTP	OTP	24.14 ✓
1	First Light in Farley Park Driveway (seasonal)	HPS 9	OTP	OTP	OTP	11.06

The Municipality grants to Otter Tail Power Co. right of way for the construction, operation, extension, maintenance and repair or removal of electric lines necessary to provide the electric service at the location requested, including the necessary fixtures and apparatus in connection therewith, along, upon, under or across property owned by the Municipality. Otter Tail shall have the right of ingress and egress, at all reasonable times for the purposes of the right of way granted hereby and shall have the right to trim trees as may be reasonably necessary to keep the electric lines clear, so as to be maintained in accordance with the usual standards of construction and maintenance.

Said lights to be paid for in accordance with the terms and rates stipulated in the existing agreement now in force and effect between the Municipality and the Otter Tail Power Company for street lights of similar type, capacity and said hours of burning. Or, if any of said lights are of a type or size not covered by the existing agreement, fixed charges are to be as stated above, all other provisions of agreement to apply.

Good Street Lighting

- provides traffic safety
- curbs crime
- promotes civic pride

M.O. NO.

INSTALLED DATE

OTP FORM 1808 SENT DATE

OTP Form 18141 - Rev. 3/89

City of Milbank
(MUNICIPALITY)Randy A. King
(NAME AND TITLE)SALES MANUAL
Street and Area Lighting

3/17/94 200
3/19/94 AKH

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 7th day of March, 19 94, by and between the Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the City of Sisseton, South Dakota hereinafter called the Municipality, WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be March 11, 1994.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
172	HPS-9	9,000	O.T.P. Company	\$ 6.90
33	HPS-14	14,000	O.T.P. Company	10.60
3	400 HPSFL	44,000	O.T.P. Company	17.10
32	MV-11	11,000	O.T.P. company	11.40
1	MV-21	21,000	O.T.P. Company	15.10
(b) OWNED BY MUNICIPALITY				
1	600 W Incand	Welcome Sign	City	10.50
1	500 W Quartz	Howdy Folks Sign	City	8.75
*1	HPS-23	23,000	O.T.P. Company	1.15 (metered)
*30	HPS-44	44,000	O.T.P. Company	9.78
*30	HPS-23	23,000	O.T.P. Company	6.92

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

All materials other than bulbs will be furnished by the City of Sisseton. Maintenance that requires area line crew and truck, other than relamping, will be at the city's expense at a rate of \$75.00 per hour. This cost includes use of the area line crew truck and one man. Other maintenance such as repairing under ground will be billed to the city at a rate of \$50.00 per hour. This cost includes service rep. truck and one man. The above agreement will remain in effect through the balance of the new street light contract.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 5 H.P. served and ⁴⁷/_{metered} as indicated below (check one):

 If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the meter.

 X If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY

In Presence of:

Penny Mosher

By

Nancy W. Ruyter
Corporate Secretary

MUNICIPALITY

CITY OF SISSETON

In Presence of:

Robert P. Buzby
Robert J. Jensen

By

Jon F. Thiemann
Jon F. Thiemann, Mayor

By

Joan Rice
Joan Rice, City Finance Officer

(Municipal Seal)

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 1st day of June, 1997, by and between the Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the CITY of Summit, South Dakota hereinafter called the Municipality, WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be June 1, 1997

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
(1) 41	MV6	6000	OTP	\$ 6.30
(2) 16	HPS 14	14000	OTP	10.40
(3) 2	400 MAF	30000	OTP	16.70
1	400 HPSE	44000 (seasonal)	OTP	24.15
(b) OWNED BY MUNICIPALITY				
(4) 1	Incandescent		OTP	1.00

(1) Previous rate - MV6 \$6.25 per light (40) \$6.30 per light (1)

(2) Previous rate - HPS14 \$10.40 per light

(3) Previous rate - 400 MAF \$16.45 per light

(4) Previous rate - incandescent \$2.63 per light

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

(a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh

(b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)

(c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

FIRE SIRENS

 x If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire alarm is metered on the Fire Hall meter. A/C 9783

GENERAL PROVISIONS

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

Pinner Masher

By

Corporate Secretary

City of Summit

Mark A. Hopewell

B.

Mark A. Hurrell

B.

CIP Form 103-SD-Rev. 11/87

1. THIS AGREEMENT, made this 1st day of June, 1997, by and between the
Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the Village
of Twin Brooks, South Dakota hereinafter called the Municipality. WITNESSETH

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of 10 years with the effective date of the term to be June 1 1997 JH

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
* 18	MV6	6000	OTB	\$4.10
**	flagpole		OTB	2.01
(b) OWNED BY MUNICIPALITY				

* Previous rate - MV6 \$6.25 per light

** Previous rate - flagpole \$1.75

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as listed in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 3 0 H.P. served and metered as indicated below (check one)

☒ If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the Fire Station/Pump meter A/C 565.

☐ If the siren is served separately, the Municipality will pay a charge at the rate of \$0.40 per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause, but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 3 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

In Presence of:

Penny Mosher

OTTER TAIL POWER COMPANY

By

Nancy M. Munk
Corporate Secretary

In Presence of:

Mark Hopwood

Mark Hopwood

MUNICIPALITY

By

Robert M. B. B.

By

Gary Chalmers

(Municipal Seal)

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 1st day of June, 19 95, by and between the
Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the Town
of Astoria SD hereinafter called the Municipality, WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of 10 years, with the effective date of the term to be June 1, 1995 VLO Wlske

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Loop Renewals By	Monthly Charge Each
17	MV 6	6000	OTF	\$ 6.10
14	HPS 14 CIP	14000	OTF	\$10.60
(b) OWNED BY MUNICIPALITY				
N/A				

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 3 H.P. served and metered as indicated below (check one):
- ☒ If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the fire hall meter.
- ☐ If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY

In Presence of:

Henry Misker

By Nancy H. Hynes
Corporate Secretary

MUNICIPALITY

In Presence of:

Roger Holmberg

Astoria SD
By Victor Owall
By Spring Landmark

(Municipal Seal)

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 1st day of November, 19 93, by and between the Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the City of Claire City, South Dakota hereinafter called the Municipality, WITNESSETH

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be November 1, 1993.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
25	MV6	5000	O.T.P.	\$6.10
(b) OWNED BY MUNICIPALITY				

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 5 H.P. served and metered as indicated below (check one)

☒ If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the Claire City Hall meter.

☐ If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause; but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY

In Presence of:

Penny Mosher

By

Nancy J. Hynes
Corporate Secretary

MUNICIPALITY

In Presence of:

CLAIRE CITY, SOUTH DAKOTA

Lytle D. Carl
Marjory

By

Joanne Leys
Joanne Leys - Finance Officer

By

Robert Schultz
Robert Schultz - Chairman

(Municipal Seal)

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 1st day of June, 1997, by and between the
 Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the CITY
 of Corona, South Dakota hereinafter called the Municipality, WITNESSETH

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be June 1, 1997 *222 6-8-00*

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the first connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
* 22	MV6	6000	OTF	\$ 6.25
** 12	HPS 14	14000	OTF	\$10.40
(b) OWNED BY MUNICIPALITY				

- * Previous rate - MV6 \$ 6.25 per light
 ** Previous rate - HPS 14 \$10.40 per light

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 1 H.P. served and metered as indicated below (check one)

X If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the Fire Hall meter. A/C 422

_____ If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause, but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY

In Presence of:

Penny Mosher

By

Nancy A. Meyer
Corporate Secretary

MUNICIPALITY

In Presence of:

Kevin Butler

By

Warren D. Hanna

By

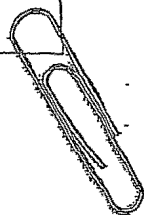
Kevin D. Hanna 6-8-00
Eric J. Hauke

(Municipal Seal)

continuation

5

of pages



MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 5th day of October, 19 92, by and between the Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the Town of Eden, South Dakota, hereinafter called the Municipality, WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be October 26, 19 92.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
29	MV-6	6,000	Otter Tail	\$6.30
(b) OWNED BY MUNICIPALITY				
2	(300 watt Quartz Lights for Sign)		City	\$5.21

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 1/2 H.P. served and metered as indicated below (check one):

X If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the New Fire Hall meter.

 If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY

In Presence of:

Genny Mosher

By

Nancy Myns
Corporate Secretary

MUNICIPALITY

In Presence of:

Town Of Eden, South Dakota

Terry J. Satter

By

Daniel Michlitsch
Daniel Michlitsch - Chairman

Carol Lee Michlitsch

By

Carol Lee Michlitsch
Carol Lee Michlitsch - Finance Officer

(Municipal Seal)

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 1st day of June, 19 97, by and between the
 Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the _____ City
 of Grenville _____ South Dakota _____ hereinafter called the Municipality, WITNESSETH

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years, with the effective date of the term to be June 1, 1997 *x Tom Alberta*

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
* 40	MC6	6000	OTP	\$6.30
(b) OWNED BY MUNICIPALITY				

* Previous Rate - MV6 \$6.25 per light (38) \$6.30 per light (2)

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of none H.P. served and metered as indicated below (check one):

 If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the meter.

 If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY

In Presence of:

Penny Mosher

By

Nancy W. Hunte
Corporate Secretary

MUNICIPALITY

In Presence of:

City of Grenville

By

Ronald Zerkow

MAYOR

By

Shirley Leaman
FINANCE
OFFICER

(Municipal Seal)

MUNICIPAL CONTRACT

3/14/93 *RLH*

1. THIS AGREEMENT, made this 9th day of March, 19 93, by and between the
 Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the Town
 of LaBolt, South Dakota hereinafter called the Municipality, WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be February 7, 19 93.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
30	HPS 9	9,000	O.T.P.	\$6.90
(b) OWNED BY MUNICIPALITY				

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 3 H.P. served and metered as indicated below (check one):

 If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the meter.

X If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY

In Presence of:

Benny Mesher

By

Nay W. Myrte
Corporate Secretary

MUNICIPALITY

Town of LaBolt

In Presence of:

Robert Ward

By

Glen H. Schull
Glen Schull - Mayor

C. Dale R. Witherspoon
County of Grant State of SD
My Commission Expires 5/24/98

By

Marion Buford
Marion Buford - Finance Officer

(Municipal Seal)

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 9th day of July, 19 93, by and between the
Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the Town
of Lake City, South Dakota hereinafter called the Municipality, WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be July 1, 1993.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
22	NV 6	6,000	OTP	\$ 6.30
1	400 MAFL	30,000	OTP	\$16.70
(b) OWNED BY MUNICIPALITY				

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.23¢ per kWh
Next 1500 kWh per month at 4.58¢ per kWh
Over 4000 kWh per month at 3.64¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS (No Siren)

13. The Municipality operates a fire siren of _____ H.P. served and metered as indicated below (check one).

☐ If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the _____ meter.

☐ If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY

In Presence of:

Penny Mather

By

Nay W. Myler
Corporate Secretary

MUNICIPALITY

In Presence of:

De W. [Signature]

By

Lake City, S.D.
[Signature]
Adrian Heitmann - President

By

Jane Johnson
Jane Johnson - Finance Officer

(Municipal Seal)

MUNICIPAL CONTRACT

7/21/94
7/21/94

1. THIS AGREEMENT, made this 5th day of July, 19 94, by and between the
 Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the Village
 of Marvin, South Dakota hereinafter called the Municipality, WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be July 2, 19 94.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
20	HPS - 9	9,000	OTP	6.90
(b) OWNED BY MUNICIPALITY				

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of _____ H.P. served and metered as indicated below (check one)

_____ If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the _____ meter.

_____ If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY

In Presence of:

Penny Mester

By

Nancy White
Corporate Secretary

MUNICIPALITY

In Presence of:

Village of Narwin

X Rita Starberg

By

Wanda Thaden
President

X Mark Hopmell

By

Colleen Cordeel
Finance Officer

(Municipal Seal)

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 1st day of June, 19 97, by and between the Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the City of Ortley, South Dakota hereinafter called the Municipality. WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be June 1, 1997 *Elmer N. Olson 6-8-97*

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
* 29	MV6	6000	OTP	\$6.30
(b) OWNED BY MUNICIPALITY				

* Previous rate - MV6 \$6.25 per light

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 1 H.P. served and metered as indicated below (check one):

☒ If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the Town Hall Account meter. A/C 102

☐ If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY

In Presence of:

By _____
Corporate Secretary

In Presence of:

MUNICIPALITY
City of Ottley

Mark Hopewell
Mark Hopewell

By David Phelan
By Loraine Tuis

(Municipal Seal)

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 1st day of August, 1998, by and between the
Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the Town
of Peever, South Dakota hereinafter called the Municipality, WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be August 1, 1998.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
22	MV6	6,000	O.T.P.	\$ 6.30
14	MV11	11,000	O.T.P.	11.40
1	400 MAF	30,000	O.T.P.	16.70
(b) OWNED BY MUNICIPALITY				
		NONE		

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 5 H.P. served and metered as indicated below (check one).

☒ If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the City Pump meter.

☐ If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

In Presence of:

Penelope Mosher

OTTER TAIL POWER COMPANY
By [Signature]
Corporate Secretary Vice President

In Presence of:

Kevin Buller

MUNICIPALITY
[Signature]
By Walter Horner Chairman

By _____

(Municipal Seal)

5/21/97 PJB
5/22/97

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 12th day of May, 19 97, by and between the
Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the Town
of Rosholt, South Dakota hereinafter called the Municipality, WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be January 11, 19 97.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charges Each
58	MV-6	6,000	OTP	6.30
1	MV-11	11,000	OTP	11.40
9	HPS-23	23,000	OTP	13.90
(b) OWNED BY MUNICIPALITY				
2	Incandescent	100 Watt	CITY	1.75

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 4 H.P. served and metered as indicated below (check one)
- ☒ If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the pumping meter.
- ☐ If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.
15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.
16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.
17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY

In Presence of:

Penny Mosher

By

Nancy W. Murphy
Corporate Secretary

MUNICIPALITY

TOWN OF ROSHOLT, SOUTH DAKOTA

In Presence of:

Paul D. Smith

By

Lick LeCain

By

LeRoy R. Rasmussen

(Municipal Seal)

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 28 day of October, 19 99, by and between the Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the Town of Roslyn, South Dakota hereinafter called the Municipality. WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be April 1, 19 99.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
48	HPS -9	9000	O.T.P.	\$6.90
13	HPS -14	14000	O.T.P.	\$10.60
(b) OWNED BY MUNICIPALITY				
none				

*Dusk to Dawn light located on Water Tower. (Energy furnished by Otter Tail Power at no charge) Towns is to replace lamps and take care of maintenance.

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of _____ 3 _____ H.P. served and metered as indicated below (check one)

 x If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the Fire Hall meter.

 If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

In Presence of:

Penny Mosher

OTTER TAIL POWER COMPANY

By

[Signature]
Corporate Secretary *W. E. P. H.*

In Presence of:

Leon Kremeier
Leon Kremeier, Office Manager

Jim Krump
Jim Krump, Service Representative

MUNICIPALITY

Town of Roslyn, South Dakota

By

Ken Walker
Ken Walker, Mayor

By

Judy Schaneman
Judy Schaneman, Finance Officer

(Municipal Seal)

9/10/94 *cl-2/f*
MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 5th day of July, 19 94, by and between the
Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the Town
of South Shore, South Dakota hereinafter called the Municipality, WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be July 1, 19 94.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
44	HPS - 9	9,000	OTP	6.90
6	HPS - 14	14,000	OTP	10.60
2	400 HPSF	44,000	OTP	17.10
(b) OWNED BY MUNICIPALITY				

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

ENTERED VIA TERMINAL	
DATE	<u>7-26-94</u>
BY	<u>[Signature]</u>

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 2 H.P. served and metered as indicated below (check one).

☒ If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the fire hall meter.

☐ If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

In Presence of:

Penny Mosher

OTTER TAIL POWER COMPANY

By

Nancy Mynatt
Corporate Secretary

In Presence of:

Ruth Shasberg
Mark Hopewell

MUNICIPALITY

Town of South Shore

By

Ron Scherling
Mayor

By

Wanda Stange
Finance Officer

(Municipal Seal)

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 1st day of June, 1997, by and between the
Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the Village
of Strandburg, South Dakota hereinafter called the Municipality, WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be June 1, 1997 *JE*

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
* 16	HPS 9	9000	OTF	\$6.90
(b) OWNED BY MUNICIPALITY				

* PREVIOUS RATE - HPS 9 \$0.25 per light

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 2 1/2 H.P. served and metered as indicated below (check one):
 x If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the Village Pump meter. A/C 1604

 If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

In Presence of:

Penny Mosher

OTTER TAIL POWER COMPANY

By

Wayne H. Hogue
Corporate Secretary

In Presence of:

Robert Juward

MUNICIPALITY

Village of Strandburg

By

James D. Hogue
By Robert C. Johnson

(Municipal Seal)

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 3rd day of November, 19 93, by and between the
 Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the City
 of Veblen, South Dakota hereinafter called the Municipality, WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be November 3, 19 93.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
75	HPS 9	9000	O.T.P.	\$6.90
1	400 HPSE	44000	O.T.P.	17.10
(b) OWNED BY MUNICIPALITY				

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 5 H.P. served and metered as indicated below (check one)

 If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the meter.

 X If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

In Presence of:

Bernard Mather

OTTER TAIL POWER COMPANY

By

Nay W. Hygate
Corporate Secretary

In Presence of:

Thomas E. Satum
Linda Nickerson

MUNICIPALITY

VEBLEN, SOUTH DAKOTA

By

Rodrick A. Hornseth
Mayor - Rodrick A. Hornseth

By

Tamra J. Gipson
Finance Officer - Tamra J. Gipson

(Municipal Seal)

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 23rd day of February, 19 94, by and between the Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the Village of White Rock, SD, hereinafter called the Municipality. WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be March 1, 19 94.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
5	MV6	6,000	OTR	\$6.30
(b) OWNED BY MUNICIPALITY				

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of _____ H.P. served and metered as indicated below (check one):

_____ If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the _____ meter.

_____ If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY

In Presence of:

Penny Mather

By Nay W. Myler
Corporate Secretary

In Presence of:

Steve Bregman

MUNICIPALITY
Village of White Rock, SD

By Rudy B Rodriguez, Pres.

Rudy B Rodriguez

By Steve Bregman

(Municipal Seal)

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 6th day of December, 1993, by and between the
Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the City
of Wilmot, South Dakota hereinafter called the Municipality, WITNESSETH:

2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be January 6, 1994.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
60	HPS 9	9,000	O.T.P.	\$ 6.00
20	HPS 44	44,000	O.T.P.	12.20
(b) OWNED BY MUNICIPALITY				

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates ² ~~fire siren~~ sirens of 3 and 2 H.P. served and metered as indicated below (check one):

☒ If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the Fire Hall & City Office meter. (3 H.P.)

☒ If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used. (2 H.P.)

GENERAL PROVISIONS

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.

15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.

16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY

In Presence of:

Penny Mosher

By

Nay W. Murda
Corporate Secretary

MUNICIPALITY

In Presence of:

City of Wilmot

Leigh A. Black
W. J. Croymans

By

Barbara E. Bernstein
Barbara E. Bernstein - Mayor

By

Milton J. Croymans
Milton J. Croymans - Municipal
Finance Officer

(Municipal Seal)

CONTINUATION # [6]

CUSTOMER	CLASS OF SERVICE	CONTRACT	EXECUTION DATE	EXPIRATION DATE	FIXTURE TYPE	QUANTITY AT TIME OF ORIGINAL CONTRACT	NON-STANDARD RATE PER MONTH	AMOUNT BILLED	PER MONTH TARIFF RATE	AMOUNT BILLED	DIFFERENCE PER MONTH	ANNUAL DIFFERENCE	NUMBER IN YEARS DIFFERENCE EFFECTIVE DATE TO 7/1/00	BILLING IMPACT	TOTAL IMPACT
1 Astoria	Street Light	Yes	4/1/95	4/1/05	MV6 HPS14	17 14			\$6.30 \$10.60	\$107.10 \$148.40	N/A N/A	\$0.00 \$0.00		\$0.00 \$0.00	\$0.00
2 Brand	Street Light Contract with Deviation	Yes	7/1/92	7/1/02	HPS14 HPS9CIP	15 20	\$6.30	\$126.00	\$10.60 \$6.90	\$159.00 \$136.00	N/A (\$12.00)	\$0.00 (\$144.00)		\$0.00 8.00 (\$1,152.00)	\$0.00 (\$1,152.00)
3 Britton	Street Light Contract with Deviation	Yes	11/24/91	11/24/01	MV6 HPS44 1000MA HPS23 HPS44	113 1 1 16 31			\$6.30 \$17.20 \$28.90 \$13.90 \$10.49	\$711.90 \$17.20 \$28.90 \$222.40 \$325.19	N/A N/A N/A *	\$0.00 \$0.00 \$0.00 8.58 8.58		\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00
4 Bruce	Street Light Contract with Deviation	Yes	11/1/94	11/1/04	HPS9CIP HPS14	46 13	\$6.30	\$289.80	\$6.90 \$10.60	\$317.40 \$137.80	(\$27.60) N/A	(\$331.20) \$0.00		5.67 (\$1,877.90) \$0.00	\$0.00 (\$1,877.90)
5 Bushell	Street Light	Yes	10/1/92	10/1/02	HPS9CIP	12	\$6.30	\$75.60	\$0.90	\$82.80	(\$7.20)	(\$86.40)		5.67 (\$489.89)	(\$489.89)
6 Castlewood	Street Light Contract with Deviation	Yes	1/15/94	1/15/04	HPS9CIP HPS23 HPS44	96 16 23	\$6.30	\$604.80	\$6.90 \$13.90 \$17.20	\$662.40 \$222.40 \$395.60	(\$57.60) N/A N/A	(\$691.20) \$0.00 \$0.00		6.46 (\$4,465.15) \$0.00 \$0.00	(\$4,465.15)
7 Claire City	Street Light	Yes	11/1/93	11/1/03	MV6	25			\$6.30	\$157.50	N/A	\$0.00		\$0.00	\$0.00
8 Clear Lake	Street Light Contract with Deviation	Yes	1/15/95	1/15/05	HPS9CIP HPS23 400MVF HPS400	131 6 1 23	\$6.30	\$805.30	\$6.90 \$13.90 \$15.65 \$9.78	\$903.90 \$83.40 \$15.65 \$393.30	(\$78.60) N/A N/A (\$168.36)	(\$943.20) \$0.00 \$0.00 (\$2,020.32)		5.46 (\$5,149.87) \$0.00 \$0.00 5.46 (\$11,030.95)	(\$16,180.82)
9 Corona	Street Light	Yes	1/1/97	1/1/07	MV6 HPS14	22 12			\$6.30 \$10.60	\$138.60 \$127.20	N/A N/A	\$0.00 \$0.00		\$0.00 \$0.00	\$0.00
10 Our Street	Street Light Contract with Deviation	Yes	2/1/93	2/1/03	HPS9CIP HPS23 400HPSF HPS9(metered) HPS23 HPS23 HPS44	115 2 1 1 35 15 7	\$6.30	\$724.50	\$6.90 \$13.90 \$17.10 \$4.25 \$8.73 \$7.09 \$9.91	\$783.50 \$27.80 \$17.10 \$4.25 \$140.20 \$106.36 \$69.37	(\$69.00) N/A N/A * * * *	(\$828.00) \$0.00 \$0.00 * * * *		7.42 (\$6,143.76) \$0.00 \$0.00 7.42 7.42 7.42 7.42	(\$6,143.76)
11 Eden	Street Light	Yes	10/26/92	10/26/02	MV6 Sign Lighting (300 wels)	29 1		\$5.33	\$5.33	\$6.30 \$5.25	\$182.70 \$5.25	N/A *	\$0.00 *		\$0.00
12 Egan	Street Light Contract with Deviation	Yes	4/1/93	4/1/03	HPS9CIP	51	\$6.30	\$321.30	\$6.90	\$351.90	(\$30.60)	(\$367.20)		7.25 (\$2,662.20)	(\$2,662.20)
13 Elson	Street Light Contract with Deviation	Yes	9/1/92	9/1/02	HPS15 HPS9CIP HPS23 Sign Lights - 150 wels	23 73 2 2			\$12.20 \$6.30 \$13.90 \$2.62	\$280.60 \$65.00 \$27.80 \$5.24	N/A N/A N/A *	\$0.00 (\$43.60) \$0.00 *		\$0.00 (\$4,115.45) \$0.00 *	(\$4,115.45)
14 Erwin	Street Light Contract with Deviation	Yes	2/1/94	2/1/04	HPS9CIP	17	\$6.30	\$107.10	\$6.90	\$117.30	(\$10.20)	(\$122.40)		6.42 (\$786.81)	(\$786.81)
15 Gary	Street Light Contract with Deviation	Yes	12/8/90	12/8/00	HPS8 HPS8 400MVF	13 30 1	\$4.25	\$54.25	\$5.00 \$6.90 \$15.65	\$65.70 \$293.10 \$15.65	(\$8.45) N/A N/A	(\$101.40) \$0.00 \$0.00		9.50 (\$963.30) \$0.00 \$0.00	(\$963.30)
16 Granada	Street Light	Yes	5/1/97	5/1/07	MV6	41			\$6.30	\$258.00	N/A	\$0.00		\$0.00	\$0.00
17 Hays	Street Light Contract with Deviation	Yes	4/10/93	4/10/03	HPS23 HPS9CIP	12 42			\$11.00 \$6.30	\$132.00 \$427.80	N/A (\$17.20)	\$0.00 (\$444.40)		\$0.00 7.25 (\$1,236.40)	(\$1,236.40)

CUSTOMER	CLASS OF SERVICE	CONTRACT	EXECUTION DATE	EXPIRATION DATE	FURNITURE TYPE	QUANTITY AT TIME OF ORIGINAL CONTRACT	NON-STANDARD RATE PER MONTH	AMOUNT BILLED	PER MONTH TARIFF RATE	AMOUNT BILLED	DIFFERENCE PER MONTH	ANNUAL DIFFERENCE	NUMBER IN YEARS DIFFERENCE EFFECTIVE DATE TO 7/1/00	BILLING IMPACT	TOTAL IMPACT
18 Alameda	Street Light Contract with Deviation	Yes	4/1/94	4/1/04	HP50CIP	24	\$6.30	\$151.20	\$6.90	\$155.40	(\$14.20)	(\$172.80)	6.25	(\$1,097.00)	(\$1,097.00)
19 Labor	Street Light	Yes	2/7/93	2/7/03	HP50	30			\$6.90	\$207.00	N/A	\$0.00		\$0.00	\$0.00
20 Lake City	Street Light	Yes	7/1/93	7/1/03	MVB 400MAF	22 1			\$6.30 \$16.70	\$130.60 \$16.70	N/A N/A	\$0.00 \$0.00		\$0.00 \$0.00	\$0.00
21 Lake Horden	Street Light Contract with Deviation	Yes	6/1/94	6/1/04	HP50CIP HP544	57 9	\$6.30	\$359.10	\$6.90	\$209.30	(\$34.20)	(\$410.40)	6.08	(\$2,495.23)	(\$2,495.23)
22 Lake Preston	Street Light Contract with Deviation	Yes	4/1/94	4/1/04	HP50CIP HP523 400MVF HP544 HP523 HP523	70 2 1 6 9 20	\$6.30	\$441.00	\$6.90	\$483.00	(\$42.00)	(\$504.00)	6.25	(\$3,150.00)	(\$3,150.00)
23 Marvin	Street Light	Yes	7/2/04	7/2/04	HP59	20			\$6.90	\$138.00	N/A	\$0.00		\$0.00	\$0.00
24 Midbank	Street Light Contract with Deviation	Yes	3/14/94	3/14/04	HP59 HP59(metered) HP59PT HP514 HP523 HP544 400HP56 400MAF HP59 HP59(seasonal) Sign Lighting(3XX500 watt) Sign Lighting(7020 watt) Sign Lighting Sign Lighting(seasonal)	285 1 4 22 45 21 1 2 1 1 2 2 3 2			\$6.90 \$4.25 \$9.05 \$10.60 \$13.90 \$17.20 \$17.10 \$16.70 \$6.90 \$6.90 \$9.32 \$1.57 \$1.08 \$3.54	\$1,966.50 \$6.90 \$36.20 \$233.20 \$625.50 \$361.20 \$17.10 \$33.40 \$6.90 \$6.90 \$18.64 \$3.14 \$3.24 \$7.08	N/A N/A N/A N/A N/A N/A N/A N/A N/A N/A N/A N/A N/A N/A	\$0.00 (\$2.65) \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	6.25 6.25 6.25 6.25 6.25 6.25 6.25 6.25 6.25 6.25 6.25 6.25 6.25 6.25	\$0.00 (\$200.02) \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	(\$200.02)
25 New Ellington	Street Light Contract with Deviation	Yes	5/1/92	5/1/00	HP50CIP HP514	47 11	\$6.30	\$296.10	\$6.90	\$274.30	(\$28.20)	(\$308.40)	8.17	(\$2,784.73)	(\$2,784.73)
26 Nurva	Street Light Contract with Deviation	Yes	10/8/92	10/8/02	HP50CIP	27	\$6.30	\$170.10	\$6.90	\$186.30	(\$16.20)	(\$194.40)	7.25	(\$1,409.40)	(\$1,409.40)
27 Oakham	Street Light Contract with Deviation	Yes	5/15/92	5/15/02	HP50CIP HP5923	49 11	\$6.30	\$308.70	\$6.90	\$338.10	(\$29.40)	(\$352.80)	8.13	(\$2,868.26)	(\$2,868.26)
28 Orinay	Street Light	Yes	8/1/97	8/1/07	MVB	29			\$6.30	\$182.70	N/A	\$0.00		\$0.00	\$0.00
29 Pinedale	Street Light	Yes	8/1/98	8/1/08	MVB MV11 400MAF	22 14 3			\$6.30 \$11.40 \$16.70	\$138.60 \$155.60 \$16.70	N/A N/A N/A	\$0.00 \$0.00 \$0.00		\$0.00 \$0.00 \$0.00	\$0.00
30 Pinedale	Street Light Contract with Deviation	Yes	12/1/94	12/1/04	HP59 HP59(metered)	48 1			\$6.90 \$4.25	\$331.20 \$4.25	N/A	\$0.00	5.58	(\$177.44)	(\$177.44)
31 Riverside	Street Light Contract with Deviation	Yes	1/1/97	1/1/07	MVB MV11 HP523 Sign Lighting(100 watt)	58 7 9 2			\$6.30 \$11.40 \$13.90 \$1.75	\$365.40 \$11.40 \$125.10 \$3.50	N/A N/A N/A N/A	\$0.00 \$0.00 \$0.00 \$0.00		\$0.00 \$0.00 \$0.00 \$0.00	\$0.00
32 Riverside	Street Light	Yes	4/1/98	4/1/08	HP59 HP514	48 13			\$6.90 \$10.60	\$331.20 \$10.60	N/A N/A	\$0.00 \$0.00		\$0.00 \$0.00	\$0.00

CUSTOMER	CLASS OF SERVICE	CONTRACT	EXECUTION DATE	EXPIRATION DATE	FIXTURE TYPE	QUANTITY AT TIME OF ORIGINAL CONTRACT	NON-STANDARD RATE PER MONTH	AMOUNT BILLED	PER MONTH TARIFF RATE	AMOUNT BILLED	DIFFERENCE PER MONTH	ANNUAL DIFFERENCE	NUMBER IN YEARS	DIFFERENCE EFFECTIVE DATE TO 7/1/00	BILLING IMPACT	TOTAL IMPACT		
33 Saskatoon	Street Light Contract with Deviation	Yes	3/11/94	3/1/04	HP59 HP514 400HPSF MV11 MV21 Sign Lighting(500 watt) Sign Lighting(500 watt) HPS23(unrated) HP544 HP523	172 33 2 32 1 1 1 1 30 30			\$6.90 \$10.60 \$17.10 \$11.40 \$18.10 \$10.60 \$6.75 \$13.90 \$17.20 \$13.90	\$1,196.80 \$349.80 \$61.30 \$364.80 \$15.10 \$10.60 \$6.75 \$13.90 \$516.00 \$417.00	N/A N/A N/A N/A N/A N/A N/A (\$12.75) (\$223.60) (\$209.40)	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 (\$153.00) (\$2,671.20) (\$2,512.63)				\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 (\$962.37) (\$16,611.85) (\$15,805.51)		
34 South Shore	Street Light	Yes	7/1/94	7/1/04	HPS9 HPS14 400HPSF	44 6 2			\$6.90 \$10.60 \$17.10	\$203.60 \$63.60 \$34.20	N/A N/A N/A	\$0.00 \$0.00 \$0.00				\$0.00 \$0.00 \$0.00		
35 Stockton	Street Light Contract with Deviation	Yes	6/1/97	6/1/00	HP59 HP514 Sign Lighting	24 9 1			\$6.90 \$10.60 \$2.58	\$165.60 \$95.40 \$2.58	N/A N/A N/A	\$0.00 \$0.00 \$0.00				\$0.00 \$0.00 \$0.00		
36 Strathburg	Street Light	Yes	6/1/97	6/1/07	HP59	16			\$6.90	\$110.40	N/A	\$0.00				\$0.00		
37 Summit	Street Light Contract with Deviation	Yes	6/1/97	6/1/07	MV8 HPS14 400MAF 400HPSF(unrated) Sign Lighting	41 16 2 1 1			\$6.30 \$10.60 \$16.70 \$17.10 \$10.7	\$258.30 \$169.60 \$33.40 \$17.10 \$10.7	N/A N/A N/A N/A N/A	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00				\$0.00 \$0.00 \$0.00 \$0.00 \$0.00		
38 Toronto	Street Light Contract with Deviation	Yes	1/1/96	1/1/05	HPS80IP HP523 400MAF	46 17 1	\$6.30	\$289.80	\$6.90 \$13.00 \$15.65	\$107.40 \$236.30 \$15.65	(\$27.00) N/A N/A	(\$331.20) \$0.00 \$0.00	5.50			(\$1,621.60) \$0.00 \$0.00		
39 Trent	Street Light Contract with Deviation	Yes	4/1/94	4/1/00	HP58CIP	38	\$6.30	\$239.40	\$6.90	\$262.20	(\$22.80)	(\$273.60)	6.25			(\$1,710.00)		
40 Twin Brooks	Street Light Contract with Deviation	Yes	6/1/97	6/1/07	HP58CIP Sign Lighting	16 1	\$6.30	\$111.40	\$6.90 \$2.03	\$124.20 \$2.03	(\$10.80) N/A	(\$129.60) \$0.00	3.08			(\$399.17) \$0.00		
41 Valdez	Street Light	Yes	11/3/93	11/3/03	HP59 HP544	75 1			\$6.90 \$17.10	\$517.50 \$17.10	N/A N/A	\$0.00 \$0.00				\$0.00 \$0.00		
42 Ward	Street Light Contract with Deviation	Yes	5/1/91	5/1/01	HP58CIP HPS33	10 3	\$6.30	\$63.00	\$6.90 \$13.00	\$69.00 \$126.10	(\$6.00) N/A	(\$72.00) \$0.00	8.00			(\$576.00) \$0.00		
43 Wausley	Street Light Contract with Deviation	Yes	1/2/93	1/2/03	HP59 HP514 HP516 Sign Lighting(100 watt)	121 1 1 1			\$6.90 \$10.60 \$10.60 \$1.63	\$834.60 \$10.60 \$44.80 \$1.63	N/A N/A N/A N/A	\$0.00 \$0.00 \$0.00 \$0.00				\$0.00 \$0.00 \$0.00 \$0.00		
44 West Smith	Street Light Contract with Deviation	Yes	1/1/92	1/1/02	HP58CIP	40	\$6.30	\$252.00	\$6.90	\$117.40	(\$27.40)	(\$311.20)	8.00			(\$2,491.20)		
45 White Plains	Street Light	Yes	3/1/94	3/1/04	MV8	5			\$6.30	\$31.50	N/A	\$0.00				\$0.00		
46 Wines	Street Light	Yes	1/6/94	1/6/04	HP59 HP544	66 21			\$6.90 \$17.20	\$454.60 \$444.60	N/A N/A	\$0.00 \$0.00				\$0.00 \$0.00		
											(\$1,451.70)	(\$17,470.40)						

CUSTOMER	CLASS OF SERVICE	EXECUTION AND EXPIRATION DATES	NON-STANDARD RATES
		DATES	
Town of Astoria Astoria	Street Light	6/1/95 6/1/05	Contract period of 10 years.
City of Britton Britton	Street Light	11/24/91 11/24/01	Municipal Ownership: \$7.48 per month for HPS23 fixtures and \$10.49 per month for HPS44 fixtures. Contract period of 10 years
City of Bruce Bruce	Street Light	11/1/94 11/1/04	Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.
Town of Brandt Brandt	Street Light	7/1/92 7/1/02	Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.
Town of Bushnell Bushnell	Street Light	10/1/92 10/1/02	Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.
City of Castlewood Castlewood	Street Light	1/15/94 1/15/04	Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.
City of Claire City Claire City	Street Light	11/1/93 11/1/03	Contract period of 10 years.
City of Clear Lake Clear Lake	Street Light	1/15/95 1/15/05	Municipal Ownership: \$9.78 for HPS400 fixtures. Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.
City of Corona Corona	Street Light	6/1/97 6/1/07	Contract period of 10 years.
City of DeSmet DeSmet	Street Light	2/1/93 2/1/03	Municipal Ownership: \$9.72 per month for HPS23 fixtures (city owns poles), \$7.09 per month for HPS23 fixtures (city owns fixtures and poles) and \$9.91 per month for HPS44 fixtures. Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Order Tailor Power Company Owned - Metered: \$4.25 for HPS9 fixture. Contract period of 10 years.
Town of Eden Eden	Street Light	10/26/92 10/26/02	Contract period of 10 years.
Town of Egan Egan	Street Light	4/1/93 4/1/03	Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.
City of Elkton Elkton	Street Light	9/1/92 9/1/02	Municipal Ownership: \$2.62 per month for 150 watt sign lights. Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.

CUSTOMER	CLASS OF SERVICE	EXECUTION AND EXPIRATION DATES		NON-STANDARD RATES
City of Erwin Erwin	Street Light	4/10/93 4/10/03		Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.
City of Gary Gary	Street Light	12/8/90 12/8/00		Municipal Ownership: \$6.25 per month for HPS9 fixtures. Contract period of 10 years.
City of Grenville Grenville	Street Light	6/1/97 6/1/07		Contract period of 10 years.
Town of Hayti Hayti	Street Light	4/10/93 4/10/03		Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.
Town of Hetland Hetland	Street Light	4/1/94 4/1/04		Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.
Town of LaBolt Labolt	Street Light	2/7/93 2/7/03		Contract period of 10 years.
Town of Lake City Lake City	Street Light	7/1/93 7/1/03		Contract period of 10 years.
City of Lake Norden Lake Norden	Street Light	6/1/94 6/1/04		Streetlight Change-out Program: \$6.30 for HPS9 fixtures. \$16.90 for HPS44 fixtures. Contract period of 10 years.
City of Lake Preston Lake Preston	Street Light	4/1/94 4/1/04		Municipal Ownership: \$10.52 per month for HPS44 fixtures, \$7.66 and \$9.12 (cleaning included) per month for HPS23 fixtures. Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.
Village of Marvin	Street Light	7/2/94 7/2/04		Contract period of 10 years.
City of Milbank Milbank	Street Light	3/14/94 3/14/04		Municipal Ownership: \$17.77 per month for 1000 watt dusk-midnight quartz floodlights. Municipal Ownership: \$1.08 per month for seasonal incandescent. Municipal Ownership: \$3.94 per month for seasonal incandescent. Municipal Ownership: \$2.66 per month for HPS 150 watt. Municipal Ownership: \$9.32 for 300 watt and 500 watt (dusk to midnight). Municipal Ownership: \$3.14 for 90 watt (dusk to dawn). Offer Tail Power Company Owned - Metered: \$8.47 for 400HPS fixture. Offer Tail Power Company Owned - Metered: \$4.25 for HPS9 fixture. Offer Tail Power Company Owned - Decorative: \$9.05 for HPS9 fixture. Offer Tail Power Company Owned - Seasonal: \$11.06 for HPS9 fixture. Offer Tail Power Company Owned - Seasonal: \$24.14 for 400HPS fixture. Contract period of 10 years.

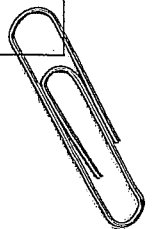
CUSTOMER	CLASS OF SERVICE	EXECUTION AND EXPIRATION DATES	NON-STANDARD RATES
Town of New Ellington New Ellington	Street Light	5/1/92 5/1/02	Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.
Town of Nunda Nunda	Street Light	4/1/93 4/1/03	Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.
City of Oldham Oldham	Street Light	5/15/92 5/15/02	Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.
City of Ortley Ortley	Street Light	6/1/97 6/1/07	Contract period of 10 years.
Town of Peever Peevër	Street Light	8/1/98 8/1/08	Contract period of 10 years.
Town of Revillo Revillo	Street Light	12/1/94 12/1/04	Olter Tail Power Company owned - metered: \$4.25 per HPS9 fixture. Contract period of 10 years.
Town of Rosholt Rosholt	Street Light	1/11/97 1/11/07	Contract period of 10 years.
Town of Roslyn Roslyn	Street Light	10/28/99 10/28/09	Contract period of 10 years.
Valley Queen Cheese Milbank	Bulk Interruptible	6/1/99 6/1/04	See 1st Revised Sheet No. 50.7 Code 42-680
City of Sisseton Sisseton	Street Light	3/11/94 3/11/04	Municipal Ownership: \$10.50 per month for 600 watt fluorescent fixture, \$8.75 per month for 500 watt quartz sign, \$1.15 per month for HPS23 fixture (metered), \$9.78 per month for HPS44 fixtures and \$6.92 per month for HPS23 fixtures Seasonal Light: \$26.69 per month for 400MAF Contract period of 10 years
Town of South Shore South Shore	Street Light	7/1/94 7/1/04	Contract period of 10 years.
Village of Stockholm Stockholm	Street Light	6/1/97 6/1/07	Municipal Ownership: \$2.58 per month for energy - 150 watt floodlight. Contract period of 10 years.
Village of Strandburg Strandburg	Street Light	6/1/97 6/1/07	Contract period of 10 years.
City of Summit Summit	Street Light	6/1/97 6/1/07	Seasonal Light: \$24.14 per month for 400HPSF Municipal Ownership: \$3.07 for 150 watt incandescent light Contract period of 10 years.

CUSTOMER	CLASS OF SERVICE	EXECUTION AND EXPIRATION DATES	
		NON-STANDARD RATES	
Town of Toronto Toronto	Street Light	1/1/95 1/1/05	Streetslight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.
Town of Trent Trent	Street Light	4/1/94 4/1/04	Streetslight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.
Village of Twin Brooks Twin Brooks	Street Light	6/1/97 6/1/07	Seasonal light on flagpole: \$2.03 Contract period of 10 years.
City of Veblen Veblen	Street Light		Contract period of 10 years.
Town of Ward Ward	Street Light	5/1/91 5/1/01	Streetslight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.
City of Waubay Waubay	Street Light	1/2/93 1/2/03	Municipal Ownership: \$9.10 per month for MV21 fixtures and \$1.53 per month for incandescent tower light. Contract period of 10 years.
Town of Wentworth Wentworth	Street Light	7/1/92 7/1/02	Streetslight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.
Village of White Rock White Rock	Street Light	3/1/94 3/1/04	Contract period of 10 years.
City of Wilmot Wilmot	Street Light	1/6/94 1/6/04	Contract period of 10 years.

Continuation

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of pages



**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE FILING BY OTTER	)	ORDER APPROVING
TAIL POWER COMPANY FOR APPROVAL OF	)	CONTRACTS WITH
UPDATED SUMMARY LIST OF CONTRACTS	)	DEVIATIONS AND
WITH DEVIATIONS	)	SUMMARY LIST
		EL00-001

On January 10, 2000, the Public Utilities Commission (Commission) received a filing by Otter Tail Power Company (Otter Tail) for approval of its Summary List of Contracts with Deviations. The updated Summary List of Contracts with Deviations lists Otter Tail's municipal service agreements that contain deviations from Otter Tail's Outdoor Lighting Tariff, Rate Designation M-42S. Otter Tail filed the following tariff sheets for Commission approval:

- Section No. 4, Fourth Revised Sheet No. 1, Canceling 3rd Rev. Sheet No. 1
- Section No. 4, Third Revised Sheet No. 2, Canceling 2nd Rev. Sheet No. 2
- Section No. 4, Original Sheet No. 3
- Section No. 4, Original Sheet No. 4

On May 30, 2000, at its regularly scheduled meeting, the Commission considered the request for approval of the Summary List of Contracts with Deviations. Commission Staff recommended approval. However, at the meeting, the Commission determined that Otter Tail needed to file its Contracts with Deviations for approval, not just the Summary List of Contracts with Deviations. The Commission required Otter Tail to file copies of all of the Contracts with Deviations. Commission action was deferred.

On July 27, 2000, Otter Tail filed the Contracts with Deviations. Otter Tail stated that the Contracts should have been filed long ago but had been inadvertently overlooked.

On August 22, 2000, at its regularly scheduled meeting, the Commission considered the request for approval of the Contracts with Deviations and Summary List of Contracts with Deviations. Commission Staff recommended approval.

The Commission finds that it has jurisdiction over this matter pursuant to SDCL 49-34A, specifically, 49-34A-6, 49-34A-8, 49-34A-10, and 49-34A-11. Further, the Commission finds that Otter Tail's request for approval of Contracts with Deviations and the Summary List is just and reasonable and shall be approved. As the Commission's final decision in this matter, it is therefore

ORDERED, that the request seeking approval of Contracts with Deviations and Summary List of Contracts with Deviations is in the public interest and is hereby granted. It is further

ORDERED, that the above-referenced tariff sheets are approved.

Dated at Pierre, South Dakota, this 30th day of August, 2000.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.

By: *William Kalbs*

Date: 8/31/00

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman

Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner