MUNICIPAL SERVICE AGREEMENT

- 1. THIS AGREEMENT, made this <u>1st</u> day of <u>June</u>, <u>2007</u> by and between the Otter Tail Power Company, a division of Otter Tail Corporation, hereinafter called Otter Tail Power, a corporation, duly organized and existing under and by virtue of the laws of the State of Minnesota, and the <u>City</u>, of <u>Grenville</u>, <u>SD</u> 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 agreement, Otter Tail Power 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 (1) one year with an effective date of the term to be <u>June 1, 2007</u>, and terminating <u>June 1, 2008</u>, and thereafter shall be renewed for periods of one year each, unless written notice to the contrary is given by either party to the other not less than thirty (30) days before the expiration of this agreement or any renewal thereof.
- 3. The rates to be charged for the municipal electric service shall be Otter Tail Power's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Street lighting Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement and/or such superseding amendments or changes as are approved by the South Dakota Public Utilities Commission during the terms of this agreement.
- 4. Otter Tail Power is subject to the jurisdiction of the South Dakota Public Utilities Commission and when required by the Commission's Order or Rules and Regulations, may submit this agreement for review and approval.

STREET LIGHTING

- 5. Otter Tail Power agrees to own and operate a street lighting system in the municipality, consisting of supply circuits, control circuits, controls, and brackets and fixtures as provided in this agreement.
- 6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main street lighting system, ready for connection to Otter Tail Power's supply source. Otter Tail shall supply any necessary meters and make the final connection to its supply system. Otter Tail Power shall supply the necessary electric energy to light such system. The rates, terms and conditions of a white way system and/or main street lighting system, shall be determined by Otter Tail Power's "Outdoor Lighting Energy Only Rate" and/or such superseding amendments or changes as are approved by the South Dakota Utilities Commission during the terms of this agreement.
- 7. The residential, white way, and main street lighting installation covered by this agreement shall consist of the following:

			О	wnersh	ip	Po	ole	Ser	vice		
No. of										Lamp	Monthly Chg.
Units	Туре	Lumens	Fixture	Pole	Wire	Wood	Metal	O/H	U/G	Renewal By	Per Unit
1	HPS 9	9000	OTP	OTP	OTP	X		X		OTP	\$6.90
41	MV 6	6000	OTP	OTP	OTP	X		X		OTP	\$6.30
						·					
											74

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

OTP form 108-SD REV. 10/2002 Page 1 of 3 pages 9. Fixtures installed after the date of this agreement shall be billed at the schedule of rates in effect at the time of installation and/or such superseding amendments or changes as are approved by the South Dakota Utilities Commission during the terms of this agreement.

MUNICIPAL PUMPING

- 10. Otter Tail Power 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 agreement.
- 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 Power, may be included. Otter Tail Power shall supply any necessary meters. 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, in accordance with the provisions and changes contained in the applicable rate schedule in effect at the execution of this agreement and/or such superseding amendments or changes as are approved by the South Dakota Public Utilities Commission during the terms of this agreement.

FIRE SIRENS

13. The Municipality operates fire/warning sirens as listed below:

Location	Meter Yes		Horsepower	Account Number	Billing Amount
None	100	110	11013000 WC1	rumou	Tillouit

GENERAL PROVISIONS

- 14. Otter Tail Power 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 Power 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 agreement.

OTP form 108-SD REV. 10/2002 Page 2 of 3 pages 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 to the respective parties and each of their successors and

> OTTER TAIL POWER COMPANY, a division of Otter Tail Corporation

In the presence of:

ANDREA MICHELLE LOOMER Notary Public
Minnesota
mmission Expires Jafluary 31, 2012

In the presence of:

(Municipal Seal)

MUNICIPALITY

City of Grenville

Date

Ву

(For Company use only)

Entered to Billing Record

Otter Tail Power Company, a division of Otter Tail Corporation Fergus Falls, Minnesota

SUMMARY OF CONTRACTS WITH DEVIATIONS

Section No. 4 Thirteenth Revised Sheet No. 2 Canceling Twelfth Rev. Sheet No.2

<u>CUSTOMER</u> City of Gary Gary	CLASS OF <u>SERVICE</u> Street Light	EXECUTION AND EXPIRATION DATES 12/9/2000 12/9/2010	NON-STANDARD RATES Municipal Ownership: \$6.25 per month for HPS9 fixtures. Contract period of 10 years.	
City of Grenville Grenville	Street Light	6/1/1997 6/1/2007	Contract period of 10 years.	D
Town of LaBolt Labolt	Street Light	2/7/2003 2/7/2013	Contract period of 10 years.	D

MUNICIPAL CONTRACT

____, 19 <u>97</u> , by and between the

day of

1. THIS AGREEMENT, made this 1st

Otter Tail Powe	er Company, a Minnesot	ta corporation, hereinafter call	ed Otter Tail, and the	City
ofGrenv	ille 	South Dakota	hereinafter called the	Municipality, WITNESSETI
terms and cond Municipality ag for Street Light with the effecti 3. The ra rate schedule as	itions of this contract, or the trees to take and use the ting, Municipal Pumping we date of the term to be ates to be charged for me specifically filed with	payments to be made and the rooter Tail agrees to supply all reservices and all electric energy and Fire Sirens, all as hereina be	nunicipal electric services to requested therefore, and to fter specifically set forth for 1997 X MM e Otter Tail's standard rates at tilities Commission for Stree	the Municipality, and the pay the rates and charges a term of (10) ten years. Clean term of white the collection of the
4. Otter	Tail is subject to the jur	isdiction of the Public Utilities		ired by the Commission's rule
and regulations	, may submit this contri	act for review and approval. STREET LIGHTIN	e.	
		JINELI LIGITIN	d	
		operate a streetlighting system ures as provided in this contrac		ng of supply circuits, control
main streetlight Otter Tail	ing system, ready for co	te right to erect, operate, and ronnection to Otter Tail's suppleary meters, time switches or particular trail shall supply the necessary	y source. hotoelectric control equipme	ent, and make the final
	e date that this contract	goes into effect, the residentia		-
(a)		OWNED BY OTTER	ΓAIL	
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
40	NC6	6000	OTP	\$6.30
(b)		OWNED BY MUNICIPA	LITY	
(0)		OWILD DI MONION A	LIII	

- * 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 system 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. T 10 and 11	he Municipality will pay for all electric energy used above, at the following rate which will apply at each	for municipal pumping and incidental uses as described in Paragrap a 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 deliver	y point (also applies where energy is seasonal)
(c)		nder the above municipal pumping schedule are subject to s average cost for delivering energy to its customers.
	approval of the appropriate regulatory agency. In municipal pumping rate shall be changed to reflect part of each price step of the rate. The billing for	O Otter Tail's retail rate schedules, is subject to revision upon the the event the "Cost of Energy Adjustment" is revised, the above a portion of the "Cost of Energy Adjustment" as a permanent municipal pumping will be the same under the price step change as st of Energy Adjustment"; however, the billing will also continue ment."
	FIRE SI	RENS
13. T	ne Municipality operates a fire siren ofnone	H.P. served and metered as indicated below (check one):
part of the	served through a metered circuit to another load of load of said metered circuit and at the standard rate	the Municipality, the Municipality will pay for this service as a applied to said metered circuit. The above fire siren is metered
	the siren is served separately, the Municipality will udes any kWh used.	pay a charge at the rate of 60¢ per connected H.P. per month.
	GENERAL PRO	OVISIONS
from failur		ing service, but shall not be liable for loss or damage arising se but this shall not be construed to exempt Otter Tail from
	case a meter fails to properly record the energy use in question and shall be based on the best informati	d, an equitable estimate will be made for the energy used during on available.
		ereto, covering the subject matter hereof, are hereby cancelled and his agreement, except as specifically provided in this contract.
	reunto duly authorized, and the same shall be equal	o have caused this agreement to be executed by their proper ly binding upon the respective parties and each of their successors
In Presence	e of:	OTTER TAIL POWER COMPANY
	Penny Mosher	By Corporate Secretary
		MUNICIPALITY
In Presence	e of:	City of Grenville

By X Spriley Learn FINANCE OFFICER

(Municipal Seal)