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December 16, 2010

Ms. Patricia Van Gerpen
Executive Director
South Dakota Public Utilities Commission
Capitol Building, 1st floor
500 East Capitol Avenue
Pierre, SD 57501-5070

RE: Amendments to the Municipal Service Agreement with the City of Gary, SD
Docket EL10-017

Dear Ms. Van Gerpen:

Otter Tail Power Company ("Otter Tail") respectfully submits an amended municipal service agreement with the City of Gary, SD. The amendments made to this service agreement are; 1.) in each section of service for Outdoor Lighting, Municipal Pumping and Fire Sirens, we filled in the blanks with the appropriate Electric Rate Sched. No. and Rate Code No. and 2.) in paragraph 3 of the agreement, added an "X" or an "N/A" to properly indicate the type of Outdoor Lighting service being taken by the City of Gary.

These changes have been made for further clarification of the types of service being taken by the City of Gary, none of which would be considered a deviation from Otter Tail's tariff. Therefore, Otter Tail respectfully requests that the City of Gary, SD, be removed from Otter Tail's Summary List of Contracts with Deviations.

If you have any questions regarding this filing, please contact me at 218-739-8395 or jfyhrie@otpco.com.

Sincerely,

/s/ JESSICA FYHRIE
Jessica Fyhrie
Tariff Specialist

wao
Enclosures
By electronic filing

OUTDOOR LIGHTING AND MUNICIPAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between Otter Tail Power Company (the "Company"), a Minnesota corporation, and City of Gary, SD (the "Customer").

In consideration of the mutual promises contained below, the parties agree as follows:

1. The Customer agrees to purchase and receive from the Company the electric services identified in this Agreement, in accordance with the terms of this Agreement and all terms and conditions and rules and regulations (the "Terms") established by the Company and filed in its tariff with the South Dakota Public Utilities Commission, as the same may be amended from time to time.
2. The Company shall provide and the Customer shall pay for the services specified in this Agreement for a term of one (1) years (but in no event less than a minimum term of (1) one year) with an effective date of the term to begin December 9, 2010, and terminating December 9, 2011, 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. The Customer Charge and fixed charges from the applicable rate schedule shall apply as long as the Customer is taking service from the Company.

If Customer does not receive any one or more of the services described below, indicate by inserting "N/A" as appropriate.

OUTDOOR LIGHTING

Work Order No. _____
 Electric Rate Sched. No. 11.03/11.04
 Rate Code No. 748/741/743

3. The Customer elects to receive, and the Company shall provide, the following outdoor lighting service at the following location(s) City of Gary, SD:

X Outdoor Lighting - Company-Provided Equipment:

Number of Units	Unit Type	Wattage Rating	Monthly Charge
54	HPS 9	100	\$7.96
1	400 MVF	400	\$18.05

N/A Outdoor Lighting - Energy Only - Non-Metered

Number of Units	Unit Type	Connected kW per Unit	Monthly Charge

X Outdoor Lighting - Energy Only - Metered

4. If the Customer elects to receive service as Outdoor Lighting - Company-Provided Equipment or Outdoor Lighting - Energy Only - Non-Metered, the number of units or type of unit shall not be changed from that shown in Paragraph 3 above, except by mutual consent of the parties.
5. The Customer represents that it has provided accurate information to the Company and the Customer is eligible to receive Outdoor Lighting service pursuant to the Electric Rate Schedule(s) and Rate Code(s) identified above.
6. The following service Riders apply to the Customer's service: The Customer at this location is subject to all mandatory riders in effect at the time of the execution of this agreement, any riders approved by the Commission after the execution of this agreement, and any voluntary riders that the customer chooses to participate in during the entire term of this agreement. These Riders are also designated by the Rate Schedule(s) and Rate Code(s) identified above.

MUNICIPAL PUMPING (GOVERNMENTAL ENTITY)

Work Order No.
Electric Rate Sched. No. 11.05
Rate Code No. 873

7. The Company agrees to furnish, and the Customer agrees to pay for, electric service to operate the pumps for the Customer's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with this Agreement and in the Terms.
8. The Customer represents that it has provided accurate information to the Company and the Customer is eligible to receive Municipal Pumping service pursuant to the Electric Rate Schedule(s) and Rate Code(s) identified above.
9. The following service Riders apply to the Customer's service: The Customer at this location is subject to all mandatory riders in effect at the time of the execution of this agreement, any riders approved by the Commission after the execution of this agreement, and any voluntary riders that the customer chooses to participate in during the entire term of this agreement. These Riders are also designated by the Rate Schedule(s) and Rate Code(s) identified above.

FIRE SIRENS (GOVERNMENTAL ENTITY)

Work Order No.
Electric Rate Sched. No. 11.06
Rate Code No. 842

10. The Company agrees to furnish, and the Customer agrees to pay for, electric service to operate the Customer's fire/warning sirens listed below.
11. The Customer represents that it has provided accurate information to the Company and the Customer is eligible to receive Fire Sirens service pursuant to the Electric Rate Schedule(s) and Rate Code(s) identified above.
12. The following service Riders apply to the Customer's service: The Customer at this location is subject to all mandatory riders in effect at the time of the execution of this agreement, any riders approved by the Commission after the execution of this agreement, and any voluntary riders that the customer chooses to participate in during the entire term of this agreement. These Riders are also designated by the Rate Schedule(s) and Rate Code(s) identified above.

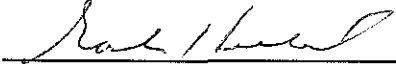
Location	Metered		Horsepower	Account Number	Billing Amount
	Yes	No			
Couteau St Siren		X	3	14-029177	\$2.46

GENERAL PROVISIONS

- 13. The Customer agrees that the Company shall not be liable for any losses, damages, or expenses (including but not limited to injury to persons, including death, or property damages) incurred by any persons for any delay, interruption, curtailment, suspension, disturbance or variability in its provision of electric service (including, but not limited to, any occurrence of voltage fluctuations or power surges) due to acts of God, or to any other cause whatsoever except the Company's own gross negligence or willful misconduct. The Company will not be liable for incidental or consequential damages, including, but not limited to, loss of profits resulting from the use of service or any delay, interruption, curtailment, suspension, disturbance or variability of electric service. The Company shall have the right to suspend temporarily the delivery of electric power hereunder for the purpose of making repairs or improvements of its system.
- 14. If applicable, the Company shall charge for and the Customer shall pay any additional costs associated with Special Facilities as identified in Section 5.02 of the General Rules and Regulations. The total cost of Special Facilities identified is \$ _____.
- 15. All previous agreements, if any, between the parties 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.


IN WITNESS WHEREOF, the parties execute this Agreement to be effective as of the date stated in Paragraph 2 above.

OTTER TAIL POWER COMPANY

By 

Title VP / Customer Service

CUSTOMER

By 

Title Mayor