

EL00-007

EL00-007

BLACK HILLS CORPORATION

P.O. BOX 1400 625 NINTH STREET
RAPID CITY, SOUTH DAKOTA 57709

KYLE D. WHITE
VICE PRESIDENT OF
REGULATORY AFFAIRS

TELEPHONE: (605) 721-2070
FACSIMILE: (605) 721-2577
E-MAIL: kdwhite@blackhillsfiber.com

March 14, 2000

RECEIVED

MAR 14 2000

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

William Bullard, Jr.
Executive Director
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre SD 57501

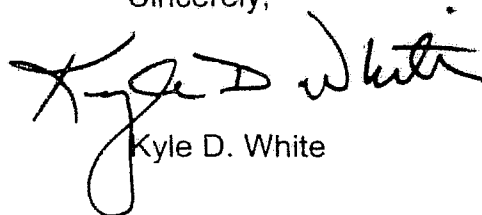
Dear Mr. Bullard:

Enclosed is an up-to-date summary list of all contracts with deviations between Black Hills Corporation (BHC), and those customers whose rates and/or tariff requirements deviate from BHC's standard tariff schedules. This submission is made pursuant to ARSD 20:10:13:09.

Also enclosed you will find, for the Commission's consideration and approval, an Electric Power Service Contract with Deviations between Black Hills Corporation (BHC), d/b/a Black Hills Power and Light Company, and the United States Air Force for the military family housing and related facilities located in the Dakota Ridge Subdivision in Rapid City. The agreement replaces Electric Power Service Agreement #9032, which terminated on January 29, 2000. The new contract has a ten-year term beginning January 29, 2000. The contract extends the \$2.00 reduction in the customer charge for the Residential and General Service accounts in the Dakota Ridge Subdivision. All other contract terms and conditions remain the same as they were in Electric Power Service Agreement #9302. As this filing is made more that 30 days after the establishment of the deviation, BHC requests that the Commission waive the 30-day filing requirement of ARSD 20:10:13:10 and asks the Commission's indulgence in considering this contract, despite the tardy filing.

If you have any questions regarding this application, please contact me.

Sincerely,



Kyle D. White

KDW:cm
Enclosures

PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY
RAPID CITY, SOUTH DAKOTA

SECTION NO.
SEVENTH REVISED SHEET NO.
REPLACES SIXTH REVISED SHEET NO.

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SECTION 4 CONTRACTS WITH DEVIATIONS

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First Revised Sheet	5	Summary List of Contracts With Deviations
Original Sheet	6	Summary List of Contracts With Deviations

SECTION 5 RULES AND REGULATIONS

DATE FILED: March 14, 2000

EFFECTIVE DATE:

ISSUED BY:

Donald J. Martinez
Energy Services Engineer

PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY
RAPID CITY, SOUTH DAKOTA

SECTION NO. 4
FIRST REVISED SHEET NO. 5
REPLACES ORIGINAL SHEET NO. 5

SUMMARY LIST OF CONTRACTS WITH DEVIATIONS

Contract #12951

Homestake Mining Company Electric Power Service Agreement. The agreement was effective January 1, 2000 and has a maximum term of ten years. This contract replaces the previous contract and associated Amendments.

Contract #10431

City of Rapid City Large Demand Curtailable Service Agreement. The agreement was effective June 1, 1993 and has a term of three years and continued thereafter until canceled by the one year written notice of either party.

Contract #10432

City of Rapid City Large Demand Curtailable Service Agreement. The agreement was effective June 1, 1993 and has a term of three years and continues thereafter until canceled by the one year written notice of either party.

Contract #7660.3

Wharf Resources Large Demand Curtailable Service Agreement. The agreement was effective August 1, 1995, under Docket No. EL95-003.

Contract #13964

United States Air Force Electric Power Service Agreement for the military family housing and related facilities located in the Dakota Ridge Subdivision in Rapid City. The agreement was effective January 29, 2000 and has a term of ten years

Contract #11155

Pennington County Energy Storage Service Contract. The agreement was effective June 1, 1995 and has a term of three years and continues thereafter until canceled by the one year written notice of either party.

DATE FILED: March 14, 2000

EFFECTIVE DATE:

ISSUED BY:

Donald J. [unclear]

35601-00-D0002

1. REQUISITION NUMBER: FQ469091030100

2. AWARD/EFFECTIVE DATE: []

3. ORDER NUMBER: []

4. SOLICITATION NUMBER: F39601-00-R0015

5. SOLICITATION INFORMATION CALL: (605) 385-1744

6. SOLICITATION ISSUE DATE: 14 DEC 99

7. ISSUED BY: L.J. WILLIAMS

8. OFFER DUE DATE/LOCAL TIME: 3 JAN 00 4:00P

9. TELEPHONE NUMBER (NO COLLECT CALLS): (605) 385-1744

10. THIS ACQUISITION: [X] UNRESTRICTED

11. DELIVERY FOR FOB: []

12. DISCOUNT: []

13. DESTINATION UNLESS BLOCK IS MARKED: []

14. METHOD OF SOLICITATION: [] RFQ [] IFB [X] RFP

15. SET ASIDE: 100%

16. SMALL BUSINESS: []

17. SMALL BUSINESS DISADV BUSINESS: []

18. 6(A): []

19. SIC: 4911

20. SIZE STANDARD: 4 MILLION MEGAWATT HOURS

21. THIS CONTRACT IS A RATED OR UNDER DPAS (15 CFR 700)

22. RATING: []

23. DELIVER TO: 28 CONS/CEOE

24. ELLSWORTH AFB SD 57706

25. CONTRACTOR/ OFFEROR: BLACK HILLS POWER & LIGHT COMPANY

26. P O BOX 1400

27. RAPID CITY SD 57709-1400

28. TELEPHONE NO. 605 342-3200

29. FACILITY: []

30. CAGE CODE: 1FW37

31. ADMINISTERED BY: 28 CONS/LGCV

32. 1000 ELLSWORTH STREET, SUITE 2500

33. ELLSWORTH AFB, SD 57706-4910

34. PAYMENT WILL BE MADE BY: DFAS-CM/FP

35. P O BOX 7020

36. BELLEVUE NE 68005-1920

37. SCHEDULE OF SUPPLIES/SERVICES

21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

38. APPROVED RATE: []

39. ACCOUNTING AND APPROPRIATION DATA

40. ENTER ON INDIVIDUAL DELIVERY ORDERS

41. SOLICITATION INCORPORATES FAR 52.212-1 and 52.212-4 by reference, 52.212-2 52.212-3 AND 52.212-5 (ATTACHED)

42. AGENDA (X) ARE [] ARE NOT ATTACHED.

43. CONTRACT/PURCHASE ORDER INCORPORATES FAR 52.212-4 BY REFERENCE, FAR 52.212-5 IS ATTACHED.

44. AGENDA [] ARE [] ARE NOT ATTACHED.

45. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TO ISSUING OFFICE.

46. CONTRACTOR AGREES TO FURNISH AND BELIEVED ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

47. SIGNATURE OF OFFEROR/CONTRACTOR: *Donald J. Martinez*

48. AWARD OF CONTRACT: [] DATED [] YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

49. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): *Wayne A. Buechler*

50. NAME OF CONTRACTING OFFICER: WAYNE BUECHLER

51. DATE SIGNED: Jan 3, 2000

52. SHIP NUMBER: []

53. VOUCHER NUMBER: 27 Jan 00

54. AMOUNT VERIFIED: []

55. CORRECT FOR: []

56. CHECK NUMBER: []

57. COMPLETE [] PARTIAL [] FINAL []

58. S/R ACCOUNT NUMBER: []

59. S/R VOUCHER NUMBER: []

60. PAID BY: []

61. RECEIVED BY (PRINT): []

62. RECEIVED AT (LOCATION): []

63. DATE REC'D (YY, MM/DD): []

64. TOTAL CONTAINERS: []

65. NAME AND TITLE OF SIGNER: Don Martinez

66. ENGINEER: []

67. QUANTITY IN COLUMN 11 HAS BEEN RECEIVED [] INSPECTED []

68. ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED

69. DATE: []

70. TYPE OF AUTHORIZED GOVT REPRESENTATIVE: []

71. CERTIFY THIS ACCOUNT IS CORRECT AND []

72. NAME AND TITLE OF FIELD OFFICER: []

73. DATE: []

74. LOCAL APPROPRIATION: []

75. FAR (48 CFR) 53.212

ADDITIONAL CLAUSES

THE FOLLOWING FAR CLAUSES ARE INCORPORATED HEREIN BY REFERENCE

- 52.217-8. Option to Extend Services (IAW FAR 17.208(f) (AUG 1989)
- 52.222-15. Availability of Funds (IAW FAR 32.705-1(a)) (APR 1984)
- 52.222-19. Availability of Funds for the Next Fiscal Year (IAW FAR 32.705.1 (b) (Apr 1984)
- 52.249-2. Termination for Convenience of the Government (Fixed-Price) (IAW FAR 49.502(b)(1)(i)) (Sep 1996)
- 52.252-1. Solicitation Provisions Incorporated by Reference (IAW FAR 52.107(a)) (Feb 1998)
- 52.252-2. Clauses Incorporated by Reference (IAW FAR 52.107(b)) (Feb 1998)
- 52.252-3. Alterations in Solicitation (IAW FAR 52.107(c)) (Apr 1984)
- 52.252-4. Alterations in Contract (IAW FAR 52.107(d)(APR 1984)
- 52.252-5. Authorized Deviations in Provisions (IAW FAR 52.107(e)) (Apr 1984)
- 52.252-6. Authorized Deviations in Clauses (IAW FAR 52.107(f)) (Apr 1984)
- 52.252-7. Computer Generated Forms (IAW FAR 53.111) (Jan 1991)
- 52.204-7004 Required Central Contractor Registration (IAW 204.7304) (MAR 1998)
- 52.237-9000 Control and Release of Inspector General Reports (IAW 5337.110) (MAY 1996)

THE FOLLOWING ELLSWORTH AFB CLAUSES ARE PROVIDED IN FULL TEXT

- 52.203-11. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (IAW FAR 3.808) (Apr 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 22, 1999 -

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) If or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(4) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**PART D
 CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS**

NUMBER	DESCRIPTION	PAGES
Attachment 1	Electric Specifications (MFH, Community Center and Child Care Center)	2
Attachment 2	Electric Specifications (Community Center, Child Care Center and Area Lighting)	2
Attachment 3	Rate Schedule	9

**PART E
 SOLICITATION PROVISIONS**

Attachment 4*	FAR 52.212-1 and Addendum	1
Attachment 4*	FAR 52.216-1	1
Attachment 4*	FAR 52.212-3	6

*The solicitation provisions (Attachment 4) - Addendum to FAR 52.212-1, FAR 52.216-1, and FAR 52.212-3 are for solicitation purposes only. They will be physically removed from any resultant award, but will be deemed to be incorporated in the award.

ATTACHMENT 2

ELECTRIC SERVICE SPECIFICATIONS

1. **SPECIFIED PREMISES TO BE SERVICED:** Dakota Ridge Subdivision, Military Family Housing, South Robbinsdale area of Rapid City, South Dakota. (Community Center, Child Care Center and area lighting.)
2. **DESCRIPTION OF ELECTRICAL SERVICE:** Contractor will supply one (1) 27,5000 Lumen - Continuous Service Floodlight at the Community center and one (1) 27,500 Lumen - Continuous Service Floodlight at the Child Care Center.
3. **CONTRACTOR'S RESPONSIBILITIES:** The facilities installed by Black Hills Power and Light Company shall remain the property of Black Hills Power and Light Company. The Black Hills Power and Light Company shall replace burned-out lamps and otherwise maintain the lighting facilities during regular scheduled daytime working hours as soon as practical following notification by the government. Replacement of breakage for any reason shall be charged to the government. Black Hills Power and Light Company invoice cost (the Contracting Office must be notified costs prior to replacement).
4. **METERING AND BILLING:** Service will be measured and billed in accordance with current rate schedule.
5. **ALTERATIONS AND ADDITIONS:** None.

ATTACHMENT 3
PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY
RAPID CITY, SOUTH DAKOTA

SECTION NO. 3
EIGHTH REVISED SHEET NO. 28
REPLACES SEVENTH REVISED SHEET NO. 28

CUSTOMER SERVICE CHARGE

RATE NO. C-9 (T)
Page 1

APPLICABLE

This schedule applies to all customers requesting service under any of the following rate schedules:

- R-13 Regular Residential Service
- RD-4 Residential Demand Service
- UCR-3 Utility Controlled Residential Service
- RTE-13 Total Electric Residential Service
- GS-14 General Service
- GS-15 General Service - Total Electric
- UCG-4 Utility Controlled General Service
- ES-3 Energy Storage Service
- SIGS-1 Small Interruptible General Service
- GL-13 General Service - Large
- IC-13 Industrial Contract Service
- PL-13 Private or Public Area Lighting
- IP-13 Irrigation Pumping
- MP-13 Municipal Pumping
- TS-13 Traffic Signals

RATE

Customer Service Charge - \$10.00

(I)

TERMS AND CONDITIONS

1. The charge shall be billed to all customers applying for electric service under the applicable rate schedule in the first regular billing cycle.
2. For re-establishment of service as the result of disconnection for non-payment of a bill the charge shall be paid in advance of customer receiving power and energy from the Company.
3. The Company shall make customer connections during normal business hours defined as 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding legal holidays. If the Company is required to make connection other than during normal business hours, appropriate overtime fees shall be assessed.

PAYMENT

Customer Service Charge is due and payable upon presentation. If a bill is not paid, the Company shall have the right to refuse service, and assess a late payment charge of 1.5% of the current unpaid balance. A nonsufficient funds check charge of \$15.00 shall apply for returned checks.

(I)

FILED: June 20, 1995

EFFECTIVE DATE: For service on and after August 1, 1995

ISSUED BY:

Kyle D. White

Kyle D. White

ATTACHMENT 3
PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY
RAPID CITY, SOUTH DAKOTA
BILLING CODE 24

SECTION NO. 1
ELEVENTH REVISED SHEET NO. 18
REPLACES TENTH REVISED SHEET NO. 18

PRIVATE OR PUBLIC AREA LIGHTING SERVICE

RATE NO. PAL-16 (T)
Page 3 of 3

2. Company will install fixtures only on poles having available space.
3. Fixtures shall be operated by photo-electric control to provide service from approximately one-half hour after sunset to one-half hour before sunrise.
4. Customer shall assume responsibility for notifying Company when Company's fixtures are inoperative.
5. Replacement of lamps due to ordinary burnout shall be made at Company expense during regularly scheduled working hours. Replacement because of breakage for any reason shall be charged to customer at Company's cost.
6. Customer shall provide or secure all necessary right-of-way permits and/or easements needed to provide service under this schedule.
7. Company may refuse to install or may remove from service upon notice to customer any fixture provided for herein for any reason, including but not limited to the following: relocation of distribution facilities and where such fixture or its operation could cause an unsatisfactory condition affecting the quality of life in the immediate area, or public safety, or could be in violation of any local ordinance or development restriction.
8. Emergency-only service is available only to customers who install, own and maintain all required electric and lighting facilities past the Company's existing secondary circuit at which electric service is provided.
9. Service will be rendered under the Company's General Rules and Regulations.
10. This schedule is predicated on continuous service of 12 months (N) per year.

CONTRACT PERIOD

Service under this schedule shall be by written agreement for a minimum period of years as specified:
Service under Rate "a", Rate "b" and Rate "c" - two years
Special installation under Rate "d" - ten years

TAX ADJUSTMENT

Bills computed under the above rate shall be adjusted by the (C) applicable proportionate part of any impost, assessment or charge imposed or levied by any governmental authority as a result of laws or ordinances enacted, which is assessed or levied on the basis of revenue for electric energy or service sold and/or the volume of energy generated and sold.

DATE FILED: June 20, 1995

EFFECTIVE DATE: For service on and after August 1, 1995

ISSUED BY:

Kyle D. White

Kyle D. White

PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY
 RAPID CITY, SOUTH DAKOTA
 BILLING CODE 10

SECTION NO.
 NINTH REVISED SHEET NO.
 REPLACES EIGHTH REVISED SHEET NO.

RESIDENTIAL SERVICE

RATE NO. R-13 (T)
 Page 1 of 2

AVAILABLE

At points on the Company's existing secondary distribution lines supplied by its interconnected transmission system within Butte, Custer, Fall River, Lawrence, Meade, and Pennington Counties of South Dakota.

APPLICABLE

To a single-family private dwelling unit supplied through one meter for domestic use including lighting, cooking, and other household uses.

This schedule is not applicable to a residence which is used for commercial, professional, or any other gainful enterprise; however, if the domestic use can be separately metered, this schedule is applicable to the metered domestic portion of energy use.

A single-family dwelling in which four sleeping rooms or more are rented or are available for rent, is considered non-domestic and the applicable General Service Rate shall apply.

CHARACTER OF SERVICE

Alternating current, 60 hertz, single phase, at nominal voltages of 120 or 120/240 volts.

NET MONTHLY BILLRate

Customer Charge \$7.50 (I)

Energy Charge

All usage at 7.78¢ per kWh (I)

Minimum

The Customer Charge

DATE FILED: June 20, 1995

EFFECTIVE DATE: For service on and after August 1, 19

White

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of March 9, 2000 through March 15, 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

CT00-046 In the Matter of the Complaint filed by Doris B. Olson, Vermillion, South Dakota, against OLS, Inc. Regarding Switching Telecommunications Services Through Deceptive Tactics.

The Complainant indicates that as a result of a deceptive telemarketing call, her long distance was switched to OLS. She is seeking \$1000 as relief.

Staff Analyst: Leni Healy
Staff Attorney: Karen Cremer
Date Docketed: 03/09/00
Intervention Deadline: NA

CT00-047 In the Matter of the Complaint filed by Rolla and Betty Stoltenburg, Watertown, South Dakota, against OLS, Inc. Regarding Switching Telecommunications Services Through Deceptive Tactics.

The Complainants claim that on October 28, 1999, a telemarketer representing himself as an employee of U S WEST called to inform them of changes to their telephone bill. As a result of that call, the Complainants' service was switched to OLS.

Staff Analyst: Leni Healy
Staff Attorney: Karen Cremer
Date Docketed: 03/10/00
Intervention Deadline: NA

ELECTRIC

EL00-007 In the Matter of the Filing by Black Hills Corporation d/b/a Black Hills Power and Light Company for Approval of a Contract with Deviations with the United States Air Force.

On March 14, 2000, Black Hills Corporation d/b/a Black Hills Power and Light Company filed a proposed contract with deviations to serve the United States Air Force for the military family housing and related facilities located in the Dakota Ridge Subdivision in Rapid City. Contracts of deviation require commission approval.

Staff Analyst: Heather Forney
Staff Attorney: Karen Cremer
Date Docketed: 03/14/00
Intervention Deadline: 03/31/00

EL00-008 In the Matter of the Filing by Black Hills Corporation d/b/a Black Hills Power and Light Company for Approval of a Contract with Deviations with Homestake Mining Company of California.

On March 14, 2000, the Commission received a filing from Black Hills Corporation d/b/a Black Hills Power and Light Company for approval of an Electric Power Service Contract with Deviations between Black Hills Corporation d/b/a Black Hills Power and Light Company, and Homestake Mining Company of California.

Staff Analyst: Michele Farris
Staff Attorney: Camron Hoseck
Date Docketed: 03/14/00
Intervention Date: 03/31/00

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You may subscribe or unsubscribe to the PUC mailing lists at <http://www.state.sd.us/puc/>**

BEFORE THE PUBLIC UTILITIES COMMISSION
STATE OF SOUTH DAKOTA

IN THE MATTER OF THE FILING BY BLACK HILLS CORPORATION
D/B/A BLACK HILLS POWER AND LIGHT COMPANY FOR APPROVAL
OF A CONTRACT WITH DEVIATIONS WITH THE UNITED STATES AIR FORCE
DOCKET EL00-007

DISSENT OF COMMISSIONER NELSON

At our May 17, 2000, Commission meeting, the above-named docket was on the agenda. This was filed by Black Hills Power and Light (BHPL) on March 14, 2000. The issue was our approval of an electric service contract with deviations between BHPL and the United States Air Force. This contract is designed to replace a previously negotiated and Commission approved contract which terminated on January 29, 2000. The Commission voted on May 17 to approve the contract. I agree with the majority that the financial terms of this contract are fair. The majority also agreed to allow the new contract to be effective for service rendered on and after January 29, 2000, coincident with the expiration of the old contract, but long before the filing and approval of the new contract. I strongly disagree with the January 29, 2000, effective date.


The Commission has been given authority to determine just and reasonable rates (SDCL 49-34A-6, 49-34A-8), and the public utility is given the burden, pursuant to SDCL 49-34A-11, of proving filed rates are just and reasonable. SDCL 49-34A-9 further provides that

"No public utility may, directly or indirectly, by any device whatsoever or in any manner, charge, demand, collect or receive from any person a greater or lesser compensation for any service within the jurisdiction of the Public Utilities Commission rendered or to be rendered by such public utility than prescribed in its schedules of rates and charges which have been filed with the commission. . ."

This language is clear. A utility must first file its rates with this Commission, and it must then charge only what has been filed. As of January 30, 2000, BHPL's contract with deviations with the Air Force had lapsed. BHPL did have prescribed schedules of rates and charges in effect then which should have applied to any subsequent Air Force usage until such time a new filed rate complied with statutory requirements.

The contract approved in this docket was filed on March 14, 2000, and approved May 17, 2000. Allowing this contract to be made effective as of January 29, 2000, clearly violates our statutory authority which exists for good reason. I for one don't believe the monopolies we are required to regulate should be allowed to price first and ask questions later.

Dated at Pierre, South Dakota, this 5th day of June, 2000.



Pam Nelson, Commissioner

PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY
RAPID CITY, SOUTH DAKOTA

SECTION 11
FIRST REVISED SHEET NO. 1
REPLACES ORIGINAL SHEET NO. 1

SUMMARY LIST OF CONTRACTS WITH DEVIATIONS

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Wharf Resources Large Demand Curtailable Service Agreement. The agreement was effective August 1, 1994, under Docket No. 1994-001.

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Pennington County Energy Storage Service Contract. The agreement was effective June 1, 1995 and has a term of three years and continues thereafter until canceled by the one year written notice of either party.

DATE FILED: March 14, 2000

EFFECTIVE DATE: January 1, 2000

ISSUED BY: _____

Don M. Hartman

Donald M. Hartman