

EL01-006

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

April 27, 2001



Deb Elofson, Director
South Dakota Public Utilities Commission
State Capitol
500 East Capitol Street
Pierre, SD 57501-5070

Dear Ms. Elofson:

Pursuant to Administrative Rules of South Dakota Part 20:20:13:03, enclosed for filing please find ten (10) copies of a Municipal Contract with the City of Ward effective May 1, 2001, and Otter Tail Power Company's Summary List of Contracts with Deviations. The municipal contract for the City of Ward was updated because the old contract will expire on May 1, 2001. The new contract does not include any new rates that would be considered a deviation.

If you have any questions regarding this filing, please contact me at 218-739-8819.

Sincerely,

A handwritten signature in cursive script that reads "Darlene Mandelke".

Darlene Mandelke
Supervisor
Regulatory Services
dmandelke@otpc.com

Enclosures

RECEIVED

APR 30 2001

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 24th day of April, 2001, 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, 2001.

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 |
| 10 | HPS-9 | 9000 | O.T.P. | \$6.90 |
| 9 | HPS-23 | 23000 | O.T.P. | \$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 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.

SUMMARY OF CONTRACTS WITH DEVIATIONS

| CUSTOMER | CLASS OF SERVICE | EXECUTION AND EXPIRATION DATES | NON-STANDARD RATES |
|------------------------------------|------------------|--------------------------------|--|
| Town of Astoria Astoria | Street Light | 6/1/1995 6/1/2005 | Contract period of 10 years. |
| City of Britton Britton | Street Light | 11/24/1991 11/24/2001 | 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 | 11/1/1994 11/1/2004 | Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years. |
| Town of Brandt Brandt | Street Light | 7/1/1992 7/1/2002 | Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years. |
| Town of Bushnell Bushnell | Street Light | 10/1/1992 10/1/2002 | Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years. |
| City of Castlewood Castlewood | Street Light | 1/15/1994 1/15/2004 | Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years. |
| City of Claire City Claire City | Street Light | 11/1/1993 11/1/2003 | Contract period of 10 years. |
| City of Clear Lake Clear Lake | Street Light | 1/15/1995 1/15/2005 | 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 | 6/1/1997 6/1/2007 | Contract period of 10 years. |
| City of DeSmet DeSmet | Street Light | 2/1/1993 2/1/2003 | 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. Contract period of 10 years. |
| Town of Eden Eden | Street Light | 10/26/1992 10/26/2002 | Contract period of 10 years. |
| Town of Egan Egan | Street Light | 4/1/1993 4/1/2003 | Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years. |
| City of Elkton Elkton | Street Light | 9/1/1992 9/1/2002 | 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. |

SUMMARY OF CONTRACTS WITH DEVIATIONS

| <u>CUSTOMER</u> | <u>CLASS OF SERVICE</u> | <u>EXECUTION AND EXPIRATION DATES</u> | <u>NON-STANDARD RATES</u> |
|--------------------------------------|-------------------------|---------------------------------------|---|
| City of Erwin Erwin | Street Light | 4/10/1993 4/10/2003 | Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years. |
| City of Gary Gary | Street Light | 12/9/2000 12/9/2010 | Municipal Ownership: \$8.25 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. |
| Town of Hayti Hayti | Street Light | 4/10/1993 4/10/2003 | Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years. |
| Town of Hetland Hetland | Street Light | 4/1/1994 4/1/2004 | Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years. |
| Town of LaBott LaBott | Street Light | 2/7/1993 2/7/2003 | Contract period of 10 years. |
| Town of Lake City Lake City | Street Light | 7/1/1993 7/1/2003 | Contract period of 10 years. |
| City of Lake Norden Lake Norden | Street Light | 6/1/1994 6/1/2004 | 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 | 4/1/1994 4/1/2004 | 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 | 7/2/1994 7/2/2004 | Contract period fo 10 years. |
| City of Milbank Milbank | Street Light | 3/14/1994 3/14/2004 | 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. Contract period of 10 years. |

SUMMARY OF CONTRACTS WITH DEVIATIONS

| CUSTOMER | CLASS OF SERVICE | EXECUTION AND EXPIRATION DATES | NON-STANDARD RATES |
|--|--------------------|--------------------------------|--|
| Town of New Effington New Effington | Street Light | 5/1/1992 5/1/2002 | Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years. |
| Town of Nunda Nunda | Street Light | 4/1/1993 4/1/2003 | Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years. |
| City of Oldham Oldham | Street Light | 5/15/1992 5/15/2002 | Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years. |
| City of Ortle Ortle | Street Light | 6/1/1997 6/1/2007 | Contract period of 10 years. |
| Town of Peever Peever | Street Light | 8/1/1998 8/1/2008 | Contract period of 10 years. |
| Town of Revillo Revillo | Street Light | 12/1/1994 12/1/2004 | Otter Tail Power Company owned - metered: \$4.25 per HPS9 fixture. Contract period of 10 years. |
| Town of Roshott Roshott | Street Light | 1/11/1997 1/11/2007 | Contract period of 10 years. |
| Town of Roslyn Roslyn | Street Light | 10/28/1999 10/28/2009 | Contract period of 10 years. |
| Valley Queen Cheese Milbank | Bulk Interruptible | 6/1/1999 6/1/2004 | See 1st Revised Sheet No. 50.7 Code 42-680 |
| City of Sisseton Sisseton | Street Light | 3/11/1994 3/11/2004 | 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: \$26.89 per month for 400MAF Contract period of 10 years. |
| Town of South Shore South Shore | Street Light | 7/1/1994 7/1/2004 | Contract period of 10 years. |
| Village of Stockholm Stockholm | Street Light | 6/1/1997 6/1/2007 | Municipal Ownership: \$2.58 per month for energy - 150 watt floodlight. Contract period of 10 years. |
| Village of Strandburg Strandburg | Street Light | 6/1/1997 6/1/2007 | Contract period of 10 years. |
| City of Summit Summit | Street Light | 6/1/1997 6/1/2007 | Seasonal Light: \$24.14 per month for 400HPSF Municipal Ownership: \$3.07 for 150 watt Incandescent light Contract period of 10 years. |

Oscar Tail Power Company
 Farquas Falls, Minnesota

SUMMARY OF CONTRACTS WITH DEVIATIONS

Section No. 4
 First Revised Sheet No. 4
 Cancelling Original Sheet No. 4.

| CUSTOMER | CLASS OF SERVICE | EXECUTION AND EXPIRATION DATES | NON-STANDARD RATES |
|---------------------------------------|------------------|--------------------------------|---|
| Town of Toronto Toronto | Street Light | 1/1/1995 1/1/2005 | Streetlight Change-out Program: \$8.30 for HPS9 fixtures. Contract period of 10 years. |
| Town of Trent Trent | Street Light | 4/1/1994 4/1/2004 | Streetlight Change-out Program: \$8.30 for HPS9 fixtures. Contract period of 10 years. |
| Village of Twin Brooks Twin Brooks | Street Light | 6/1/1997 6/1/2007 | Seasonal light on flagpole: \$2.03 Contract period of 10 years. |
| City of Veldien Veldien | Street Light | | Contract period of 10 years. |
| Town of Ward Ward | Street Light | 5/1/2001 5/1/2011 | Contract period of 10 years. |
| City of Wausley Wausley | Street Light | 1/2/1993 1/2/2003 | Municipal Ownership: \$9.10 per month for MV/21 fixtures and \$1.53 per month for incandescent lower light. Contract period of 10 years. |
| Town of Wentworth Wentworth | Street Light | 7/1/1992 7/1/2002 | Streetlight Change-out Program: \$8.30 for HPS9 fixtures. Contract period of 10 years. |
| Village of White Rock White Rock | Street Light | 3/1/1994 3/1/2004 | Contract period of 10 years. |
| City of Wilmet Wilmet | Street Light | 1/6/1994 1/6/2004 | Contract period of 10 years. |

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION
 Date Filed:

Doug Kjelstrup, Chief Operating Officer

Effective:
 Order Date:
 Docket No.:

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of April 26, 2001 through May 02, 2001

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

CE01-001 In the matter of the Complaint filed by Rex and Lori Caldwell, Spearfish, South Dakota, against Black Hills Power and Light Regarding the unauthorized use of their property.

The Complainants allege that Black Hills Power and Light have trespassed on their property without a proper easement to supply electricity to other properties since at least October 2000. The Complainants further state that they attempted to resolve the situation with Black Hills Power and Light with no success. The Complainants request that Black Hills Power and Light purchase the easement from them at a price of \$3,500.00 or stop trespassing on their property.

Staff Analyst: Mary Healy
Staff Attorney: Karen Cremer
Date Docketed: 04/26/01
Intervention Deadline: N/A

CT01-016 In the Matter of the Complaint filed by James Abourezk, Sioux Falls, South Dakota, against Direct One Com.Long Distance Regarding Unauthorized Telecommunications Products and Services and Unauthorized Charges.

The complainant alleges that he never authorized the services of Direct One Communications. The complainant disputes the monthly charges that appear on his credit card for telecommunication services that he does not use. The complainant requests that the account be cancelled, that he receives compensation of \$1000.00 and that other fines are imposed as provided for in state law.

Staff Analyst: Charlene Lund
Staff Attorney: Kelly Frazier
Date Docketed: 04/30/01
Intervention Deadline: N/A

CT01-017 In the Matter of the Complaint filed by Donald E. Lipp, Box Elder, South Dakota, against WebNet Communications, Inc. Regarding Unauthorized Switching of Services.

The Complainant alleges that his long distance service was "slammed" by WebNet. Complainant requests that WebNet pay him the maximum amount allowed under South Dakota law and that he be reimbursed for any expenses he may have incurred while trying to settle this complaint.

Staff Analyst: Mary Healy
Staff Attorney: Karen Cremer
Date Docketed 04/30/01
Intervention Deadline: N/A

CT01-018 In the Matter of the Complaint filed by Daniel R. Wonnemberg, Brookings, South Dakota, against Sprint Communications Company L.P. Regarding Unauthorized Billing for Services.

The Complainant alleges that Sprint billed him for unauthorized international calls. The Complainant requests that the Public Utilities Commission contact, inform and work with any agency necessary to reverse the charges incurred by the international calls. The Complainant further states that a policy needs to be initiated and enforced to prevent consumers from this undue hardship, inconvenience and financial

Amendment to an Interconnection Agreement between Qwest Corporation and Sprint Communications Company L.P. The Agreement is a negotiated agreement between the parties and was originally approved by the Commission effective November 21, 1997, in Docket TC97-149. According to the parties the Amendment is made to add terms and conditions for Single Point of Presence (SPOP) in the LATA as set forth in Attachment 1 and Exhibit A attached to the Amendment. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than May 22, 2001. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly D. Frazier
Date Docketed: 05/02/01
Initial Comments Due: 05/22/01

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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
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE FILING BY OTTER)
TAIL POWER COMPANY FOR APPROVAL OF)
A CONTRACT WITH DEVIATIONS WITH THE)
CITY OF WARD)

ORDER APPROVING
CONTRACT WITH
DEVIATIONS
EL01-006

On April 30, 2001, the Public Utilities Commission (Commission) received a filing by Otter Tail Power Company (Otter Tail) for approval of a Contract with Deviations with the City of Ward (City). The contract replaces a contract between the parties which terminated on May 1, 2001. The new contract has a ten year term beginning on May 1, 2001. Otter Tail filed the following tariff sheet for Commission approval:

Section No. 4, First Revised Sheet No. 4, Canceling Original Sheet No. 4

At its May 8, 2001, meeting, the Commission considered the request for approval of the Contract 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 a Contract with Deviations 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 a Contract with Deviations is in the public interest and is hereby granted. It is further

ORDERED, that the above referenced tariff sheet is effective for service rendered on and after May 1, 2001.

Dated at Pierre, South Dakota, this 11th day of May, 2001.

| |
|--|
| 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 property addressed envelopes, with charges prepaid thereon. |
| By: <u>Alaine Kelso</u> |
| Date: <u>5/14/01</u> |
| (OFFICIAL SEAL) |

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

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

May 16, 2001



Deb Elofson, Director
South Dakota Public Utilities Commission
State Capitol
500 East Capitol Street
Pierre, SD 57501-5070

**RE: SD PUC Docket EL01-006
Otter Tail Power Company's Approved Summary of Contracts with
Deviations**

Dear Ms. Elofson:

Enclosed you will find an approved copy of Otter Tail Power Company's Summary of Contracts with Deviations Sheet No. 4 for your files. The Summary of Contracts with Deviations has an approved date of May 11, 2001, and an effective date of May 1, 2001.

If you have any questions regarding this filing, please contact me at 218-739-8819.

Sincerely,

A handwritten signature in cursive script, appearing to read "Darlene Mandelke", is written over a horizontal line.

Darlene Mandelke
Supervisor
Regulatory Services
dmandelke@otpco.com

Enclosures

RECEIVED

MAY 21 2001

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Otter Tail Power Company
Fergus Falls, Minnesota

SUMMARY OF CONTRACTS WITH DEVIATIONS

Section No. 4
First Revised Sheet No. 4
Canceling Original Sheet No 4

| <u>CUSTOMER</u> | <u>CLASS OF SERVICE</u> | <u>EXECUTION AND EXPIRATION DATES</u> | <u>NON-STANDARD RATES</u> |
|---------------------------------------|-------------------------|---------------------------------------|---|
| Town of Toronto Toronto | Street Light | 1/1/1995 1/1/2005 | Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years. |
| Town of Trent Trent | Street Light | 4/1/1994 4/1/2004 | Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years. |
| Village of Twin Brooks Twin Brooks | Street Light | 6/1/1997 6/1/2007 | Seasonal light on flagpole: \$2.03 Contract period of 10 years. |
| City of Vebken Vebken | Street Light | 11/3/1993 11/3/2003 | Contract period of 10 years. |
| Town of Ward Ward | Street Light | 5/1/2001 5/1/2011 | Contract period of 10 years. |
| City of Waubay Waubay | Street Light | 1/2/1993 1/2/2003 | Municipal Ownership: \$9.10 per month for MV21 fixtures and \$1.53 per month for Incandescent lower light. Contract period of 10 years. |
| Town of Wentworth Wentworth | Street Light | 7/1/1992 7/1/2002 | Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years. |
| Village of White Rock White Rock | Street Light | 3/1/1994 3/1/2004 | Contract period of 10 years. |
| City of Wilmot Wilmot | Street Light | 1/6/1994 1/6/2004 | Contract period of 10 years. |

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION
Date Filed: April 30, 2001

Doug Kjellerup, Chief Operating Officer

Effective: May 1, 2001
Order Date: May 11, 2001
Docket No.: EL01-006