



215 South Cascade Street  
 PO Box 496  
 Fergus Falls, Minnesota 56534-0496  
 218 739-8200

October 3, 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 Britton effective November 24, 2001, and Otter Tail Power Company's Sheet Number 1 of the Summary List of Contracts with Deviations. The municipal contract for the City of Britton was updated because the existing contract expires on November 24, 2001.

The new contract includes two fixtures, the HPS23 and HPS44, which are owned by the City of Britton. The rates have been reviewed and updated to include the approved energy only rate from the Otter Tail Power Company's Outdoor Lighting - Energy Only tariff, Rate Designation, M-11S. The rates also include an additional charge for maintenance requested by the City of Britton. The maintenance charge is based on average lamp life and applicable maintenance charges. The maintenance charges were also reviewed and updated. The price of the HPS23 increased \$0.22 from \$7.48 to \$7.70. The price of the HPS44 increased \$0.43 from \$10.49 to \$10.92.

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

Sincerely,

Darlene Mandelke  
 Supervisor  
 Regulatory Services  
[dmandelke@otpc.com](mailto:dmandelke@otpc.com)

Enclosures

RECEIVED

OCT 09 2001

SOUTH DAKOTA PUBLIC  
 UTILITIES COMMISSION

765

**MUNICIPAL CONTRACT**

1. THIS AGREEMENT, made this 4th day of September 1960 by and between the  
 Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail and the  
 City  
 of Brillon County Dakota hereinafter called the Municipality With 25th 100

2. That, in consideration of the sum of \$10,000.00 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 service to the Municipality and the Municipality agrees to take and use the service and all electric energy required therefor, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Service, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be November 24 1960

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 Service 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 system.

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	Luminaire Classification	Lamp Recommendation	Monthly Charge Based
114	MY6	6000	OTF	18.70
4	HPS9	9000	OTF	16.70
1	MA Flood 1000	60,000	OTF	129.70
1	HPS44	44,000	OTF	117.70
(b) OWNED BY MUNICIPALITY				
16	HPS23	23,000	OTF	17.70
31	HPS44	44,000	OTF	118.70

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 mechanical use 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 6.22¢ per kWh  
Next 1500 kWh per month at 4.74¢ per kWh  
Over 4000 kWh per month at 3.54¢ per kWh
- (b) Monthly Minimum Charge - \$3.63 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 percentage 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 HP, wired 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 \$6.00 per connected HP 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

Gene A. Kunk  
Corporate Secretary

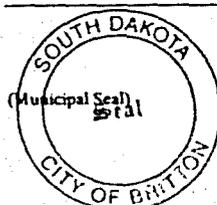
In Presence of:

W. Marie Marlow

By

MUNICIPALITY  
Jason Campbell  
City of Britton

By



Other Tail Power Company  
 4 Maple Falls, Minnesota

SUMMARY OF CONTRACTS WITH DEVIATIONS

Section No 4  
 Fifth Revised Sheet No 1  
 Cancelling 4th Rev. Sheet No 1

CLASS OF SERVICE	EXPLANATION	AND DATES	NONSTANDARD RATES
Town of Aakre Aakre	Street Light	6/1/1995 6/1/2005	Contract period of 10 years
City of Berlin Berlin	Street Light	11/24/2001 11/24/2011	Municipal Ownership \$7.70 per month for HPS23 fixtures and \$10.02 per month for HPS44 fixtures Contract period of 10 years
City of Sucker Sucker	Street Light	11/11/1994 11/11/2004	Streetlight Change-out Program \$0.30 for HPS9 fixtures Contract period of 10 years
Town of Bland Bland	Street Light	7/1/1992 7/1/2002	Streetlight Change-out Program \$0.30 for HPS9 fixtures Contract period of 10 years
Town of Bushnell Bushnell	Street Light	10/1/1992 10/1/2002	Streetlight Change-out Program \$0.30 for HPS9 fixtures Contract period of 10 years
City of Castlewood Castlewood	Street Light	1/15/1994 1/15/2004	Streetlight Change-out Program \$0.30 for HPS9 fixtures Contract period of 10 years
City of Clear Lake Clear Lake	Street Light	1/15/1995 1/15/2005	Contract period of 10 years
City of Clear Lake Clear Lake	Street Light	6/1/1997 6/1/2007	Municipal Ownership \$9.78 for HPS400 fixtures Streetlight Change-out Program \$0.30 for HPS9 fixtures Contract period of 10 years
City of Corcoran Corcoran	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 \$0.30 for HPS9 fixtures Other Tail Power Company Owned - Metered \$4.25 for HPS9 fixture Contract period of 10 years
Town of Egan Egan	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 \$0.30 for HPS9 fixtures Contract period of 10 years
City of Eskon Eskon	Street Light	8/1/1992 8/1/2002	Municipal Ownership \$2.82 per month for 150 watt sign lights Streetlight Change-out Program \$0.30 for HPS9 fixtures Contract period of 10 years

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION  
 Dan Fied

Doug Kellersp, Chief Operating Officer

Effective:  
 Order Date:  
 Docket No.:

South Dakota Public Utilities Commission  
WEEKLY FILINGS  
For the Period of October 4, 2001 through October 10, 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

**ELECTRIC**

**EL01-024**    **In the Matter of the Filing by Otter Tail Power Company for Approval of a Contract with Deviations with the City of Britton.**

Otter Tail Power Company has requested approval of a municipal contract with the City of Britton effective November 24, 2001, and Otter Tail Power Company's Sheet Number 1 of the Summary List of Contracts with Deviations. The municipal contract with the City of Britton was updated because the existing contract expires on November 24, 2001. The new contract includes two fixtures, HPS23 and HPS44, which are owned by the City of Britton. The rates have been updated to include the approved energy only rate from the Otter Tail Power Company's Outdoor Lighting - Energy Only tariff, Rate Designation, M-41S. The rates also include an additional charge for maintenance requested by the City of Britton.

Staff Analyst: Michele Farris  
Staff Attorney: Karen Cremer  
Date Docketed: 10/09/01  
Intervention Deadline: 10/26/01

**TELECOMMUNICATIONS**

**TC01-156**    **In the Matter of the Application of America's Digital Satellite Telephone for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.**

America's Digital Satellite Telephone is seeking a Certificate of Authority to provide interexchange telecommunication services in South Dakota. The applicant proposes to operate as a reseller of long distances services, and initially plans to offer 1+ and calling card services.

Staff Analyst: Keith Senger  
Staff Attorney: Kelly Frazier  
Date Docketed: 10/05/01  
Intervention Deadline: 10/26/01

**TC01-157**    **In the Matter of the Filing for Approval of an Adoption Agreement between Qwest Corporation and Midstate Telecom, Inc.**

On October 10, 2001, the Commission received a filing of an adoption agreement between Qwest Corporation (Qwest) and Midstate Telecom, Inc. (Midstate) for approval. According to the parties Midstate chooses to adopt in its entirety, the terms and conditions of the Negotiated Wireline Interconnection Agreement and any associated amendments, if applicable, between Midco Communications, Inc. and Qwest, which was approved by the Commission as an effective agreement in the State of South Dakota. 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 October 30, 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 Frazier  
Date Docketed: 10/10/01  
Initial Comments Due: 10/30/01

**TC01-158     In the Matter of the Application of Telegenius, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.**

Telegenius, Inc. has filed an application for a Certificate of Authority to provide resold interexchange telecommunications services throughout South Dakota. The applicant proposes to acquire and resell various voice and data communications services offered by IXC's, and to package and provide these services for the specialized functions and needs of its customers.

Staff Analyst: Michele Farris  
Staff Attorney: Kelly Frazier  
Date Docketed: 10/10/01  
Intervention Deadline: 10/26/01

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

0162.90.6

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 ) CONTRACT WITH  
A CONTRACT WITH DEVIATIONS WITH THE ) DEVIATIONS  
CITY OF BRITTON ) EL01-024

On October 9, 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 Britton (City). The contract replaces a contract between the parties which terminated on November 24, 2001. The new contract has a ten year term beginning on November 24, 2001. The new contract includes two fixtures, HPS23 and HPS44, which are owned by the City of Britton. The rates have been updated to include the approved energy only rate from the Otter Tail Power Company's Outdoor Lighting - Energy Only tariff, Rate Designation, M-41S. The rates also include an additional charge for maintenance requested by the City of Britton. Otter Tail filed the following tariff sheet for Commission approval:

Section No. 4, Fifth Revised Sheet No. 1, Canceling Fourth Revised Sheet No. 1

At its December 12, 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 the date of this order.

Dated at Pierre, South Dakota, this 20<sup>th</sup> day of December, 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 properly addressed envelopes, with charges prepaid thereon.	
By:	<u>Melaine Kalbo</u>
Date:	<u>12/21/01</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)

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JAN 14 2002

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

**OTTER TAIL**

Power Company

January 11, 2002

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

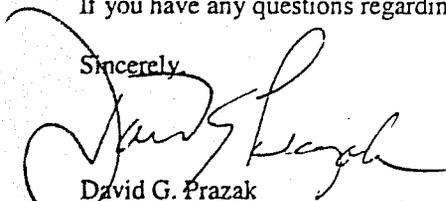
**RE: SD PUC Docket EL01-024 and EL01-026  
Otter Tail Power Company's Approved Summary of Contracts with  
Deviations**

Dear Ms. Elofson:

Enclosed you will find an approved copy of Otter Tail Power Company's Summary of Contracts with Deviations Sheet No. 1 and No. 4 for your files. The Summary of Contracts with Deviations has an approved date of December 20, 2001, for both No. 1 and No.4, and an effective date of December 20, 2001 for No. 1 and January 1, 2002 for No. 4.

If you have any questions regarding this filing, please contact me at 218-739-8595.

Sincerely,



David G. Prazak  
Supervisor, Pricing  
Regulatory Services  
[dprazak@otpco.com](mailto:dprazak@otpco.com)

Enclosures

<u>CUSTOMER</u>	<u>CLASS OF SERVICE</u>	<u>EXECUTION AND EXPIRATION DATES</u>	<u>NON-STANDARD RATES</u>
Town of Astoria Astoria	Street Light	6/1/1995 6/1/2005	Contract period of 10 years.
City of Britton Britton	Street Light	11/24/2001 11/24/2011	Municipal Ownership: \$7.70 per month for HPS23 fixtures and \$10.92 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.