



EL01-026

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Suite 110 P.O. Box 9156
Fargo, ND
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Fergus Falls office: 215 S. Cascade Street
P.O. Box 496
Fergus Falls, MN
56538-0496
Fax: 218-998-3105

1-866-410-8780 • www.ottetail.com

October 31, 2001

Reply to Fergus Falls office
Direct: 218-739-8350

Ms. Debra Elofson, Executive Director
South Dakota Public Utilities Commission
State Capitol
500 East Capitol Street
Pierre, SD 57501-5070

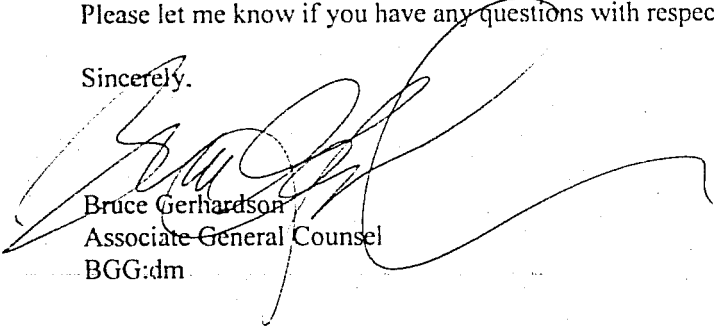
**Re: Electric Service Agreement for the Supply of Bulk Interruptible Power Between
Ottetail Power Company and Valley Queen Cheese Factory, Inc.**

Dear Ms. Elofson:

According to South Dakota Codified Law §49-34A, enclosed for filing please find ten (10) copies of the Electric Service Agreement for the Supply of Bulk Interruptible Power between Ottetail Power Company and Valley Queen Cheese Factory, Inc. The Agreement is entered into pursuant to Ottetail's Bulk Interruptible Service Tariff, as on file with the Commission.

Please let me know if you have any questions with respect to this matter.

Sincerely,



Bruce Gerhardson
Associate General Counsel
BGG:dm

Enclosures

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SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

EL 01-026

STATE OF SOUTH DAKOTA
BEFORE THE
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

**In the Matter of an Electric Service Agreement for the
Supply of Bulk Interruptible Power Between Otter Tail
Power Company and Valley Queen Cheese Factory, Inc.**

Docket No.

PETITION OF OTTER TAIL POWER COMPANY

1. INTRODUCTION.

Pursuant to South Dakota Codified Laws Section 49-34A-10 and Administrative Rules of South Dakota ("ARSD") part 20:10:13:03, Otter Tail Power Company, a division of Otter Tail Corporation, hereby petitions the South Dakota Public Utilities Commission for approval of an Electric Service Agreement ("ESA") for the Supply of Bulk Interruptible Power Between Otter Tail Power Company and Valley Queen Cheese Factory, Inc.

2. GENERAL FILING INFORMATION.

Pursuant to ARSD Part 20:10:13:03, Otter Tail provides the following general information.

A. Name, Address, and Telephone Number of Utility.

Otter Tail Power Company
215 South Cascade Street
P. O. Box 496
Fergus Falls, MN 56538-0496
(218) 739-8200

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SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

B. Name, Address, and Telephone Number of Utility Attorney.

Bruce Gerhardson
Associate General Counsel
Otter Tail Corporation
215 South Cascade Street
P. O. Box 496
Fergus Falls, MN 56538-0496
(218) 739-8350

C. Date of Filing and Date Electric Service Agreement Will Take Effect.

This ESA is being filed on November 1, 2001, and Otter Tail requests approval effective January 1, 2002.

D. Statute Controlling Schedule for Processing the Filing.

Otter Tail is petitioning for approval of the Electric Service Agreement, which will implement the existing Bulk Interruptible Service Tariff (Rate Designation: 1-06S) for Valley Queen Cheese Factory, Inc. While the tariff is not new, it is applying to this customer at this location for the first time. Therefore, Otter Tail believes ARSD part 20:10:13:15 controls this filing.

ARSD Part 20:10:13:15 requires 30 days notice to the Commission of a proposed new tariff, after which time the proposed new tariff takes effect unless suspended. Because no determination of Otter Tail's general revenue requirement is necessary, the report called for under Part 20:10:13:26 and the general notice provisions applicable to changes in rates is not applicable in this filing. Otter Tail requests an expedited and informal proceeding, including any variances that may be necessary.

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E. **Title of Utility Employee Responsible for Filing.**

David G. Prazak
Supervisor, Pricing
Regulatory Services
Otter Tail Power Company
215 South Cascade Street
P. O. Box 496
Fergus Falls, MN 56538-0496
(218) 739-8595

3. **DESCRIPTION OF FILING.**

A. **Background.**

The enclosed ESA allows Valley Queen Cheese Factory, Inc. to purchase electric energy under Otter Tail's Bulk Interruptible Service Tariff ("Tariff"), Rate Designation I-06S. Under the Tariff, customers are eligible to purchase power from Otter Tail on an interruptible basis if three conditions are met: (1) the load is 750 kW or greater; (2) there is a contract in place between the parties; and (3) the customer assumes responsibility for providing its own alternative backup power supply. The Tariff provides that the energy rate is to be negotiated separately between Otter Tail and the customer, with the condition that the rate cover Otter Tail's "energy cost of service plus a margin of \$0.002 per kwh." The Tariff further provides that the term of any contract be no longer than five (5) years.

B. **Customer Information**

Valley Queen Cheese Factory, Inc. is a dairy processor located at Milbank, South Dakota. Valley Queen Cheese Factory, Inc. is currently taking service on the Large General Service (Rate Designation C-02S) for their main plant facility. The company is familiar with the Bulk Interruptible Tariff because another part of their facility is also utilizing the rate.¹ In this case, Valley Queen Cheese Factory, Inc. will be utilizing a backup generator when Otter Tail sends a control signal to reduce their load at the main plant.

¹ In the Matter of Electric Service Agreement for the Supply of Bulk Interruptible Power Between Otter Tail Power Company and Valley Queen Cheese Factory, Inc.

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4. CONCLUSION.

For the foregoing reasons, Otter Tail respectfully requests that the Commission approve at the earliest possible date the enclosed ESA, to be effective January 1, 2002.

Dated: October 31, 2001.

Respectfully submitted,

OTTER TAIL POWER COMPANY

By: 

Bruce Gerhardsen
Associate General Counsel
Otter Tail Corporation
215 South Cascade Street
P. O. Box 496
Fergus Falls, MN 56538-0496
(218) 739-8350

David G. Prazak.
Supervisor, Pricing
Otter Tail Power Company
215 South Cascade Street
P. O. Box 496
Fergus Falls, MN 56538-0496
(218) 739-8289

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**ELECTRIC SERVICE AGREEMENT
FOR THE SUPPLY OF BULK INTERRUPTIBLE POWER**

This Agreement is entered into as of the 15 day of October, 2001 by and between Otter Tail Power Company, a division of Otter Tail Corporation, a corporation organized and existing under the laws of the State of Minnesota ("Otter Tail"), with its principal place of business located at 215 South Cascade Street, P.O. Box 496, Fergus Falls, Minnesota 56538-0496 and Valley Queen Cheese Factory, Inc., of (hereinafter Valley Queen or Customer), a South Dakota corporation with its principal place of business located at 200 Railway Ave. E., Milbank, South Dakota. The Effective Date of this Agreement is January 1, 2002.

Background

WHEREAS, uncommitted supplies of power are available to the Otter Tail system during periods of time when the system is not operating at or near its peak capacity, and such power supplies will be available during the period of 2002 through approximately 2006, and such power can be made available on an interruptible basis to Valley Queen without the system incurring any incremental capacity costs; and

WHEREAS, large power customers having loads of 750 kW or greater who assume responsibility for providing an alternative backup power supply are eligible to purchase power from Otter Tail on an interruptible basis under Otter Tail's Bulk Interruptible Service tariff, Rate Designation I-06s, as filed and approved by the South Dakota Public Service Commission (the "Bulk Interruptible Tariff"); and

WHEREAS, the costs of providing interruptible service includes the costs of energy plus a margin, along with the cost of necessary facilities that are installed, and is lower than the cost of non-interruptible, or firm, power, as firm power includes capacity costs;

WHEREAS, Valley Queen desires to purchase bulk interruptible power from Otter Tail to serve the electric requirement needs of its dairy processing factory and Otter Tail desires to sell such bulk interruptible power to Valley Queen for that purpose.

For the reasons recited above, and in consideration of the mutual covenants and agreements hereinafter stated, the parties to this Agreement mutually agree as follows:

1. SERVICE. Otter Tail agrees to sell and deliver to Customer, and Customer agrees to purchase from Otter Tail at its premises in Milbank, South Dakota, interruptible bulk electric power and energy to serve the electric needs of Valley Queen's dairy processing factory in accordance with the Bulk Interruptible Tariff, which is specifically made a part of this Agreement, and in accordance with all other applicable rules and regulations of the South Dakota Public Utilities Commission.

2. RATE. For service under this Agreement, and in accordance with the Bulk Interruptible Tariff, Valley Queen shall pay to Otter Tail an energy charge, on a per kilowatt-hour of electricity consumed, \$0.0285 per kWh. In addition to this charge for energy, Valley Queen shall pay to Otter Tail a monthly fixed charge in the amount of \$1,500 to cover the cost of installations necessary to provide service. This fixed charge shall be rendered as part of Otter

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Tail's regular monthly billing, and shall apply irrespective of whether energy is taken or delivered under the Agreement.

3. ENERGY ESCALATION CLAUSE. The Parties agree that in lieu of the standard automatic fuel adjustment clause, a maximum energy escalation rate of 4% per six-month period shall apply. Escalation adjustments under this Section 3 may be applied six months following the effective date of this Agreement, and every six months thereafter.

4. TERM. This Agreement shall be binding on the Parties and each of them for a period of five (5) years from and after the Effective Date.

5. DETERMINING COST OF ALTERNATIVE FUELS. Under the Bulk Interruptible Tariff, Valley Queen is required to purchase electricity from Otter Tail as long the total cost of electric service offered by Otter Tail under this Agreement and the Bulk Interruptible Tariff is competitive with Valley Queen's existing alternate fuel. The factors required to determine the total cost of electric service and the energy conversion factors used to determine cost competitiveness of alternate fuels is set forth in Exhibit A, which is attached and specifically made a part of this Agreement.

6. NO GUARANTEE OF SUPPLY. Otter Tail makes no warranties and Valley Queen expressly agrees that no warranties or guarantees of any kind are made as to the availability of replacement power and energy after the expiration of the term of this Agreement.

7. DIRECT CUSTOMER INVESTMENT. Valley Queen shall, at its own risk and expense, furnish, install and maintain in good and safe condition, all electric lines, machinery and apparatus which may be required on its side of the point of interconnection and for distributing and utilizing such power and energy, and will indemnify Otter Tail against any and all loss, damage or liability, including liability to any third persons, occasioned or caused by any defect in the condition or construction of such lines, machinery, or apparatus, or any part thereof, or by reason of any negligence on the part of Valley Queen in installing, maintaining, using or operating such lines, machinery or apparatus. The point of delivery shall be the point of interconnection of the Otter Tail facilities and Valley Queen's facilities.

8. POWER DELIVERY. All electric energy to be delivered and received pursuant to the provisions of this Agreement shall be delivered at what is commonly designated as three-phase, approximately 12,500 volts and 60 hertz alternating current and shall be metered at primary voltage of approximately 12,500-volts. Otter Tail shall furnish and install all necessary meters to measure the electricity furnished by Otter Tail to Valley Queen.

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9. INTERRUPTION. Interruption of electric service under this Agreement is at the sole discretion of Otter Tail and no liability shall attach to Otter Tail for any failure to deliver such electricity, whether it be for reasons either beyond or within its control and regardless of whether the interruption is scheduled or nonscheduled.

10. BACKUP SERVICE. Valley Queen hereby expressly agrees that upon any interruption of electric service under this Agreement it shall have the sole responsibility for providing any backup service necessary for its continued operations. Valley Queen expressly agrees to hold Otter Tail harmless and to indemnify Otter Tail against any and all loss, damage or liability, including liability to any third parties, arising out of or related to interruption of electrical service. Otter Tail agrees to make every effort to provide at least one hour's notice prior to interruption of service.

11. RESALE. Purchases of electric energy by Valley Queen for resale to third parties, including affiliates, is strictly prohibited under the terms of this Agreement, and any resale or transmission to any third party shall constitute a breach of this Agreement.

12. RIGHTS-OF-WAY. All easements and rights of way necessary to provide and maintain service under this Agreement shall be and the same hereby are granted by Valley Queen to Otter Tail.

13. TITLE. Title and ownership of all electric lines, meters, related equipment owned and installed by Otter Tail shall be and remain the personal property of Otter Tail and shall not become a part of the real estate of Valley Queen.

14. RELATED AGREEMENTS. Otter Tail is currently providing electric service to Valley Queen under a separate Electric Service Agreement, Large Customer Service dated March 4, 1981 (the "March 4, 1981 Agreement") by and between the parties as the March 4, 1981 Agreement relates to firm service. It is the intent and understanding of both Otter Tail and Valley Queen that this Agreement supercede "the March 4, 1981 Agreement" as it relates to firm service according to the terms of that agreement and it is the intent of the parties that there is to be no conflict between this Agreement and the March 4, 1981 Agreement, and where there are conflicts, the parties agree to amicably resolve the conflict without resort to any legal process if feasible within thirty (30) days of receipt of a written notice by one party to the other party of the existence of such conflict.

15. ASSIGNMENT. Neither Otter Tail nor Valley Queen shall voluntarily assign its rights nor delegate its duties under this Agreement, or any part of such rights or duties, without the written consent of the other party. Such consent shall not unreasonably be withheld. However, Otter Tail may assign this Agreement and the rights and privileges herein granted to any of the following, without Valley Queen's consent, provided that such assignee assumes in full the obligations of Otter Tail under this Agreement: (a) any cooperative, corporation, partnership, or other entity that controls, is controlled by or is under common control with Otter Tail; (b) any corporation or other entity resulting from the merger, consolidation, or reorganization of Otter Tail; (c) any corporation, partnership, or other entity or person which acquires all or substantially all of the assets of Otter Tail. This Agreement shall inure to and bind the parties' successors and assigns.

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16. INDEMNIFICATION AND HOLD HARMLESS.

16.1 Valley Queen to Indemnify Otter Tail. Valley Queen shall indemnify, defend, and save harmless Otter Tail from any liability, loss, or expense arising from or growing out of injury to persons, including death, or property damages incurred by persons other than the parties, which may occur on the electric system of Valley Queen or on its side of the point of delivery unless such loss is solely due to the negligence of Otter Tail.

16.2 Otter Tail to Indemnify Valley Queen. Otter Tail shall indemnify, defend, and save harmless Valley Queen from any liability, loss, or expense arising from or growing out of injury to persons, including death, or property damages for persons other than the parties, which may occur on the electric system of Otter Tail and on its side of the point of delivery unless such loss is solely due to the negligence of Valley Queen.

16.3 Damages in Proportion of Negligence. If such loss or injury is not due to the negligence of either party or is due to the negligence of both parties, any damages recovered therefore shall be borne by the parties in proportion to its negligence. If either party is required to satisfy any claim or judgment recovered for such damages, such party shall have the right of contribution against the other party.

16.4 Each Party Responsible for Actions. It is the intent of this Section 17 that each party be responsible for its own acts and omissions

17. MISCELLANEOUS.

17.1 Entire Agreement and Modification. All previous communications between the parties hereto, either verbal or written, with reference to the subject matter of this Agreement are hereby abrogated. No amendment, modification or waiver of, or consent with respect to any provision of this Agreement shall be effective unless the same shall be in writing and signed by both parties and then any such amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

17.2 Savings Clause. If any provision of this Agreement shall be found invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, then such provision shall be deemed to be modified or restricted to the extent and in a manner necessary to render the same valid and enforceable, or if that is not possible, such provision shall be stricken and deleted from this Agreement, as the case may require, and this Agreement shall then be construed and enforced to the maximum extent permitted by law and with the purpose to achieve the fundamental intent of the parties.

17.3 Waiver. Any waiver at any time by either party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall be in writing and shall not be deemed a waiver with respect to any subsequent default or other matter.

17.4 Choice of Laws. This Agreement shall be construed and interpreted in accordance with the laws of the State of South Dakota and excluding any choice of law rules which may direct the application of laws of another jurisdiction.

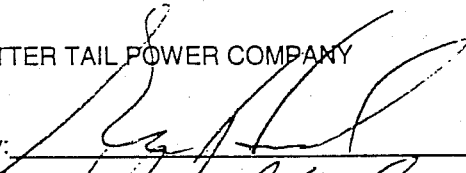
17.5 Subject to Regulation. This Agreement, along with the attached Exhibit which are made a part of this Agreement, shall be filed with and is subject to the approval of the South Dakota Public Utilities Commission, and to all applicable rules, regulations, and orders of the same.

17.6. Agreement Drafted Jointly. The Parties agree that both parties shared equally in the drafting of the Agreement and/or had full opportunity to provide suggestions and/or language that reflects the intent of the Parties.

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WITNESS WHEREOF, the parties hereto have caused this Agreement to become effective as of the date set forth in the first paragraph.

OTTER TAIL POWER COMPANY

By: 

Its: 

VALLEY QUEEN CHEESE FACTORY, INC.

By: 

Its: CO-CEO

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EXHIBIT A

DETERMINING COST OF ALTERNATIVE FUELS

COST FACTORS. The factors used to determine whether the cost of alternative fuel is lower than electric service under the Agreement are:

A. Btu Conversion Factors

Electricity – 3413 Btu/kWh and 100% annual efficiency

#2 Fuel Oil – 140,000 Btu/gallon and 30% overall annual efficiency

B. Total Cost of Electricity

The Total Cost of Electricity is the sum of the energy charge in \$/kWh, plus the fixed charge based on 11,000,000 kWh/yr., which is \$18,000 divided by 11,000,000 kWh, or \$.0016/kWh.

The formula for the Total Cost of Electricity shall be:

$$\frac{\text{Energy Charge (\$/kWh)} + \text{Fixed Chare (\$/kWh)}}{\text{Btu/kWh} \times \text{Efficiency}}$$

C. Cost of Alternate Fuel

The cost of the Customer's existing alternate fuel is the delivery cost of #2 fuel oil to the Customer's premises in Milbank, South Dakota.

The formula for the Cost of #2 Fuel Oil shall be:

$$\frac{\text{\$/Btu} = \text{Delivered \#2 Fuel Oil Cost (\$/gallon)}}{\text{Btu/gallon} \times \text{Efficiency}}$$

OTTER TAIL POWER COMPANY
Fergus Falls, Minnesota
ELECTRIC RATE SCHEDULE

Section No. 3, Volume I
1st Rev. Sheet No. 50.7-Super. 39
Canceling 1st Rev. Sheet No. 39
Supersedes Rate Designation C-02S
Rate Designation I-06S, Page 1 of 1

**BULK INTERRUPTIBLE SERVICE
APPLICATION AND PRICING GUIDELINES**

Rate Zones 1 and 9 Code 42-680

APPLICATION OF SCHEDULE: This service will be applicable to interruptible loads of 750 kW or larger by signed contract only.

CONTRACT PERIOD AND FUTURE RESPONSIBILITIES: Contracts will be for a maximum period of five years, renewable only at the Company's option. The customer will be responsible for all energy supply after the contract period. The Company will not guarantee any energy supply to replace the bulk interruptible service after the contract expires.

ENERGY RATE DETERMINATION: An energy rate will be negotiated separately with each customer in order to maximize the margin. The minimum energy rate that will be accepted is the energy cost of service plus a margin of \$0.002 per kWh.

FIXED CHARGE DETERMINATION: A monthly fixed charge will be established to recover Otter Tail's investment related costs. This charge will be determined based on a monthly rate of 1.5% (18% annually) applied to the total installed cost of all Otter Tail supplied equipment.

ENERGY ESCALATION: A maximum energy escalation rate of 4% per six-month period may be established. The actual escalation rate will be determined by the competitive price conditions, contract language and negotiations with the customer.

MINIMUMS: The fixed charge will constitute the minimum payment. In addition, the customer must agree to utilize electricity as long as the total cost of the electricity offered under this rate is competitive with the customer's existing alternate fuel. The factors required to determine the total cost of electricity to the customer and the energy conversion factors used to determine cost competitiveness will be specified in the contract.

OTHER PROVISIONS: Customers will be responsible for backup service when supply of bulk energy is interrupted.

Company will control the interruptions.

Company will not be liable for any loss or damage
to customer due to interruptions.

REGULATIONS: General Rules and Regulations govern use under this contract.

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION
Approved: October 30, 1987
Docket No. F-3691

EFFECTIVE for services rendered on
and after November 1, 1987, in SD

APPROVED: Jay D. Myster
Corporate Secretary

South Dakota Public Utilities Commission

WEEKLY FILINGS

For the Period of November 1, 2001 through November 7, 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

CT01-049 In the Matter of the Complaint filed by Ida Lagge, Scotland, South Dakota, against MCI WorldCom Regarding Unauthorized Switching of Services.

Complainant states that she continuously receives calls from MCI asking her to change her long distance service to MCI. Each time Complainant states that she told the caller that she did not want to change providers. To Complainant's knowledge, she did not change her long distance provider to MCI. Complainant became aware that her long distance had been changed when she attempted to make a long distance call and she had no long distance service on her line. Complainant requests that the Commission review the tape of her conversation with the MCI representative and put sanctions on MCI. Complainant also requests that all charges be removed and that she be awarded \$1,500.00 from MCI for the undue harassment, mental anguish and the many sleepless nights they have caused her.

Staff Analyst: Mary Healy
Staff Attorney: Karen Cremer
Date Docketed: 11/06/01
Intervention Deadline: N/A

CT01-050 In the Matter of the Complaint filed by Margaret Underwood, Pierre, South Dakota, against Talk America, Inc. Regarding Failure to Cancel Telecommunications Services.

Complainant states that she is receiving unauthorized billings by Talk America, Inc. Complainant further states that the company told her that they would remove the monthly charge and refund her money, but on the next bill she was charged again and not given a refund. Complainant states she wants the account closed and a complete refund of all charges.

Staff Analyst: Charlene Lund
Staff Attorney: Kelly Frazier
Date Docketed: 11/07/01
Intervention Deadline: N/A

ELECTRIC

EL01-026 In the Matter of the Filing by Otter Tail Power Company for Approval of an Electric Service Agreement for the Supply of Bulk Interruptible Power between Otter Tail Power Company and Valley Queen Cheese Factory, Inc.

On November 2, 2001, the Commission received a filing from Otter Tail Power Company in accordance with South Dakota Codified Law 49-34A. The Agreement is entered into pursuant to Otter Tail's Bulk Interruptible Service Tariff, as on file with the Commission.

Staff Analyst: Dave Jacobson
Staff Attorney: Kelly Frazier
Date Docketed: 11/02/01
Intervention Deadline: 11/23/01

Report and Pay the Gross Receipts Tax.

- TC01-170 In the Matter of Enhanced Communications Network, Inc.'s Failure to Submit a Report and Pay the Gross Receipts Tax.
- TC01-171 In the Matter of erbia-Network, Inc.'s Failure to Submit a Report and Pay the Gross Receipts Tax.
- TC01-172 In the Matter of Internet Telephone Company's Failure to Submit a Report and Pay the Gross Receipts Tax.
- TC01-173 In the Matter of JATO Operating Two Corp.'s Failure to Submit a Report and Pay the Gross Receipts Tax.
- TC01-174 In the Matter of LDC Telecommunications, Inc.'s Failure to Submit a Report and Pay the Gross Receipts Tax.
- TC01-175 In the Matter of NewPath Holdings, Inc.'s Failure to Submit a Report and Pay the Gross Receipts Tax.
- TC01-176 In the Matter of Ozark Telecom, Inc.'s Failure to Submit a Report and Pay the Gross Receipts Tax.
- TC01-177 In the Matter of PAM Oil, Inc. d/b/a PAM Communications' Failure to Submit a Report and Pay the Gross Receipts Tax.
- TC01-178 In the Matter of PNV, Inc. f/k/a PNV.net, Inc. f/k/a Park 'N View, Inc.'s Failure to Submit a Report and Pay the Gross Receipts Tax.
- TC01-179 In the Matter of ServiSense.com, Inc.'s Failure to Submit a Report and Pay the Gross Receipts Tax.
- TC01-180 In the Matter of SouthNet Telecomm Services, Inc.'s Failure to Submit a Report and Pay the Gross Receipts Tax.
- TC01-181 In the Matter of Special Accounts Billing Group, Inc.'s Failure to Submit a Report and Pay the Gross Receipts Tax.
- TC01-182 In the Matter of Telera Communications, Inc.'s Failure to Submit a Report and Pay the Gross Receipts Tax.
- TC01-183 In the Matter of Telicor Inc.'s Failure to Submit a Report and Pay the Gross Receipts Tax.
- TC01-184 In the Matter of Telscape USA, Inc.'s Failure to Submit a Report and Pay the Gross Receipts Tax.
- TC01-185 In the Matter of Teltrust Communications Services, Inc.'s Failure to Submit a Report and Pay the Gross Receipts Tax.
- TC01-186 In the Matter of TotalAcess.com, Inc.'s Failure to Submit a Report and Pay the Gross Receipts Tax.
- TC01-187 In the Matter of Vee Em, Inc. f/k/a Speer Virtual Media, Ltd.'s Failure to Submit a Report and Pay the Gross Receipts Tax.

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Dec-11-01 12:06pm From-Otter Tail Power Company +218 739 8218 T-586 P.002/007 F-807

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

Effective:
 Order Date:
 DocuId No.:

SUMMARY OF CONTRACTS WITH DEVIATIONS

Otter Tail Power Company
 Fergus Falls, Minnesota

CUSTOMER	CLASS OF SERVICE	EXECUTION AND EXPIRATION DATES	NON-STANDARD RATES
Town of Toronto Toronto	Street Light	1/1/1995 1/1/2006	Streetlight Charge-out Program: \$6.30 for HPSS fixtures. Contract period of 10 years.
Town of Trent Trent	Street Light	4/1/1994 4/1/2004	Streetlight Charge-out Program: \$6.30 for HPSS fixtures. Contract period of 10 years.
Village of Twin Brooks Twin Brooks	Street Light	6/1/1987 6/1/2007	Seasonal light on fixtures: \$2.03 Contract period of 10 years.
City of Vashon Vashon	Street Light	1/31/1993 1/31/2003	Contract period of 10 years.
Town of Waid Waid	Street Light	5/1/2001 5/1/2011	Contract period of 10 years.
City of Wauabay Wauabay	Street Light	1/2/1993 1/2/2003	Contract period of 10 years.
Town of Wentworth Wentworth	Street Light	7/1/1992 7/1/2002	Municipal Ownership: \$8.10 per month for 4X2.5 fixtures and \$1.53 per month for incandescent tower light. Contract period of 10 years.
Village of White Rock White Rock	Street Light	3/1/1994 3/1/2004	Streetlight Charge out Program: \$6.30 for HPSS fixtures. Contract period of 10 years.
City of Wilmet Wilmet	Street Light	1/6/1994 1/6/2004	Contract period of 10 years.
Valley Owen Chase Main Plant: Milbank	Bulk Intermittible	1/1/2002 1/1/2007	See 1st Revised Sheet No. 60.7 Code 42-640

Doug Kjallgren, Chief Operating Officer

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION
 Date filed:

81022.16

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
AN ELECTRIC SERVICE AGREEMENT FOR)	DEVIATIONS
THE SUPPLY OF BULK INTERRUPTIBLE)	
POWER BETWEEN OTTER TAIL POWER)	EL01-026
COMPANY AND VALLEY QUEEN CHEESE)	
FACTORY, INC.)	

On November 2, 2001, the Public Utilities Commission (Commission) received a filing by Otter Tail Power Company (Otter Tail) for approval of a Contract with Deviations, pursuant to its bulk interruptible service tariff with Valley Queen Cheese Factory, Inc. (Valley Queen). The contract replaces an electric service agreement between the parties for large customer service dated March 4, 1981. Otter Tail filed the following tariff sheet for Commission approval:

Section No. 4, 2nd Revised Sheet No. 4, cancelling 1st Revised Sheet No. 4

On December 12, 2001, at its regularly scheduled 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 January 1, 2002.

Dated at Pierre, South Dakota, this 20th 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>Nelvin Kelbo</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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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

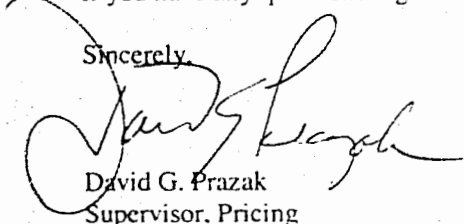
**RE: SD PUC Docket EL01-024 and EL01-026
Otter Tail Power Company's Approved Summary of Contracts with
Deviations**

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 contract me at 218-739-8595.

Sincerely,



David G. Prazak
Supervisor, Pricing
Regulatory Services
dprazak@otpco.com

Enclosures

0162:92:117

Otter Tail Power Company
Fergus Falls, Minnesota

SUMMARY OF CONTRACTS WITH DEVIATIONS

Section No. 4
Second Revised Sheet No. 4
Canceling First Revised 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 Veblen Veblen	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 tower 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
Valley Queen Cheese Main Plant- Milbank	Bulk Interruptible	1/1/2002 1/1/2007	See 1st Revised Sheet No. 50 7 Code 42-680

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION
Date Filed November 2, 2001

Doug Kjerfve, Chief Operating Officer

Effective January 1, 2002
Order Date December 20, 2001
Docket No. 11.01-026