

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

EL 02-005

RECEIVED

APR 08 2002

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION



April 4, 2002

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 20:10:13:03, enclosed for filing please find ten (10) copies of a Municipal Contract with the City of Oldham effective May 15, 2002, and Otter Tail Power Company's Summary List of Contracts with Deviations. The municipal contract for the City of Oldham was updated because the old contract will expire on May 15, 2002. 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 218-739-8838.

Sincerely,

A handwritten signature in black ink, appearing to read "Ron Spangler Jr.", is written over a light blue horizontal line.

Ron Spangler Jr.
Senior Revenue Analyst
Regulatory Services Department
rlspangler@otpco.com

Enclosures

Cc: Bernadeen Brutlag, Manager, Regulatory Services
Bruce Gerhardson, Associate General Counsel

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 21 day of March, ²⁰~~19~~ 02, by and between the Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the City of Oldham, 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 15th 2002

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
49	HPS-9	9000	OTP	6.90
11	HPS 23	23000	OTP	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.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses 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 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 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 permanent 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 10 H.P. served 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 _____ meter.

If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. 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 G. V. K.
Corporate Secretary

MUNICIPALITY
City of Oldham

In Presence of:

Sheila Hunter

By J. O. G. H.
By _____

(Municipal Seal)

<u>CUSTOMER</u>	<u>CLASS OF SERVICE</u>	<u>EXECUTION AND EXPIRATION DATES</u>	<u>NON-STANDARD RATES</u>
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	5/15/2002 5/15/2012	Contract period of 10 years.
City of Ortley Ortley	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 Rosholt Rosholt	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: \$26.69 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.
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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.

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of April 4, 2002 through April 10, 2002

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 report. Phone: 605-773-3705 Fax: 605-773-3809

ELECTRIC

EL02-005 In the Matter of the Filing by Otter Tail Power Company for Approval of a Contract with Deviations with the City of Oldham.

On April 8, 2002, Otter Tail Power Company filed a Contract with Deviations for approval. The proposed Contract is with the City of Oldham and is effective May 15, 2002. The old contract expires May 15, 2002.

Staff Analyst: Dave Jacobson
Staff Attorney: Karen Cremer
Date Docketed: 04/08/02
Intervention Deadline: 04/16/02

NATURAL GAS

NG02-002 In the Matter of the Filing by Peoples Natural Gas Company for Approval of a Tariff Revision Reflecting a Name Change.

Application by Aquila, Inc. d/b/a Aquila Networks, formerly known as Peoples Natural Gas Company for approval of tariff revision reflecting change of name.

Staff Analyst: Dave Jacobson
Staff Attorney: Karen Cremer
Date Docketed: 04/04/02
Intervention Deadline: 04/16/02

TELECOMMUNICATIONS

TC02-033 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and Brookings Municipal Utilities d/b/a Swiftel Communications.

On April 5, 2002, the Commission received for approval a filing of an Amendment to the Interconnection Agreement between Brookings Municipal Utilities d/b/a Swiftel Communications (Swiftel) and Qwest Corporation (Qwest). According to the parties, the original Agreement was approved by the Commission on February 18, 1999, in

Docket TC98-204. According to the parties, the Amendment is made in order to implement the requirements of the FCC Order on Remand and Report and Order in CC Docket No. 99-68 regarding intercarrier compensation for Internet service provider (ISP) bound traffic. Any party wishing to comment on the Amendment may do so by filing written comments with the Commission and the parties to the Amendment no later than April 25, 2002. 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: Karen Cremer
Date Docketed: 04/05/02
Initial Comments Due: 04/25/02

TC02-034 In the Matter of the Application of National Directory Assistance, LLC for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

National Directory Assistance, LLC filed an application for a Certificate of Authority to provide interexchange telecommunications services in South Dakota. National Directory Assistance intends to provide resold inbound, outbound, conference, directory assistance, calling card, prepaid calling card, and private line services to presubscribed business customers and residential customers in South Dakota.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Docketed: 04/10/02
Intervention Deadline: 04/26/02

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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 OLDHAM)	ORDER APPROVING CONTRACT WITH DEVIATIONS EL02-005
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On April 8, 2002, 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 Oldham (Oldham). The contract replaces a contract between the parties which terminates on May 15, 2002. The new contract has a ten year term beginning on May 15, 2002. Otter Tail filed the following tariff sheet for Commission approval:

Section No. 4, First Revised Sheet No. 3, Replacing Original Sheet No. 3

At its April 17, 2002, 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

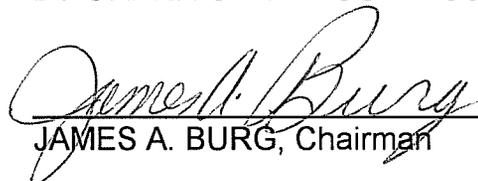
ORDERED, that the request seeking approval of a Contract with Deviations is in the public interest and is hereby granted. It is further

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 19th day of April, 2002.

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>Waldino Kalbo</u>
Date: <u>4/23/02</u>
(OFFICIAL SEAL)

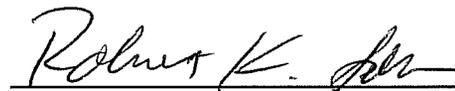
BY ORDER OF THE COMMISSION:



JAMES A. BURG, Chairman



PAM NELSON, Commissioner



ROBERT K. SAHR, Commissioner

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MAY 01 2002

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

April 26, 2002



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

**RE: SD PUC Docket EL02-005
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. 3 for your files. The Summary of Contracts with Deviations has an approved date of April 19, 2002, and an effective date of April 19, 2002.

If you have any questions regarding this filing, please contact me at 218-739-8838.

Sincerely,

A handwritten signature in cursive script that reads "Ron Spangler Jr.".

Ron Spangler Jr.
Senior Revenue Analyst
Regulatory Services Department
rlspangler@otpco.com

Enclosures

Cc: Bernadeen Brutlag, Manager, Regulatory Services

<u>CUSTOMER</u>	<u>CLASS OF SERVICE</u>	<u>EXECUTION AND EXPIRATION DATES</u>	<u>NON-STANDARD RATES</u>
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MAY 23 2002

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

May 21, 2002

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



**RE: SD PUC Docket EL02-005 and Docket EL02-006
Otter Tail Power Company's Approved Summary of Contracts with
Deviations**

Dear Ms. Elofson:

Enclosed you will find two copies of Otter Tail Power Company's Summary of Contracts with Deviations Sheet No. 3 for your files.

The first copy is the corrected Summary of Contracts with Deviations Sheet No. 3 with an approval date of April 19, 2002 and an effective date of April 19, 2002. The corrections reflect the correct sheet designations in the top right hand margin.

The second copy is the approved Summary of Contracts with Deviations Sheet No. 3 with an approval date of May 16, 2002 and an effective date of May 16, 2002.

If you have any questions regarding this filing, please contact me at 218-739-8838.

Sincerely,

A handwritten signature in cursive script that reads "Ron Spangler Jr." followed by a period.

Ron Spangler Jr.
Senior Revenue Analyst
Regulatory Services Department
rlspangler@otpco.com

Enclosures

Cc: Bernadeen Brutlag, Manager, Regulatory Services

Otter Tail Power Company
Fergus Falls, Minnesota

SUMMARY OF CONTRACTS WITH DEVIATIONS

Section No. 4
First Revised Sheet No. 3
Canceling Original Sheet No. 3

RECEIVED

MAY 23 2002

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

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SUMMARY OF CONTRACTS WITH DEVIATIONS

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