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EL02-010  
RECEIVED

MAY 30 2002

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION



May 28, 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 Wentworth effective July 1, 2002, and Otter Tail Power Company's Summary List of Contracts with Deviations. The municipal contract for the City of Wentworth was updated because the old contract will expire on July 1, 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 cursive script that reads "Ron Spangler Jr.".

Ron Spangler Jr.  
Senior Revenue Analyst  
Regulatory Services Department  
[rlspangler@otpco.com](mailto:rlspangler@otpco.com)

Enclosures

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

**MUNICIPAL CONTRACT**

1. THIS AGREEMENT, made this 14<sup>th</sup> day of May, ~~19~~ 2002, by and between the Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the Town of Wentworth, 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 July 1, ~~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
54	HPS-9	9000	O.T.P	\$6.90
(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 5 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 Fire Hall 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.

In Presence of:

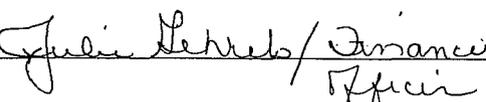


OTTER TAIL POWER COMPANY, a division of  
Otter Tail Corporation

By  Corporate Secretary

In Presence of:

MUNICIPALITY  
City of Wentworth

By  Finance Officer

(Municipal Seal)

SUMMARY OF CONTRACTS WITH DEVIATIONS

<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	7/1/2002 7/1/2012	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

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**South Dakota Public Utilities Commission**  
**WEEKLY FILINGS**  
**For the Period of May 30, 2002 through June 5, 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**

**EL02-010      In the Matter of the Filing by Otter Tail Power Company for Approval of a Contract with Deviations with the City of Wentworth.**

Otter Tail Power Company has filed for approval a Municipal Contract with the City of Wentworth and a Summary List of Contracts with Deviations. The municipal contract for the City of Wentworth was updated because the old contract will expire on July 1, 2002. The new contract does not include any new rates that would be considered a deviation.

Staff Analyst: Michele Farris  
Staff Attorney: Kelly Frazier  
Date Docketed: 05/30/02  
Intervention Deadline: 06/21/02

**EL02-011      In the Matter of the Application of Black Hills Power, Inc. for an Order Authorizing Issuance of First Mortgage Bonds.**

Application by Black Hills Power, Inc. for approval to issue up to \$75,000,000 of first mortgage bonds. Black Hills Power, Inc. states that the new bonds are proposed to be issued as a result of recent and forthcoming capital expenditures, debt service requirements and to establish a debt/equity ratio more consistent with other typical utility companies. This filing is being made pursuant to SDCL 49-34A-29 and SDCL 49-34A-32.

Staff Analysts: Dave Jacobson/Heather Forney  
Staff Attorney: Karen Cremer  
Date Docketed: 05/30/02  
Intervention Deadline: 06/12/02

**EL02-012      In the Matter of the Filing by Montana-Dakota Utilities Co., a Division of MDU Resources Group, Inc. for Approval of Revisions to its Occasional Power Purchase Non-Time Differentiated Rate 95, Short-Term Power Purchase Time Differentiated Rate 96 and Long-Term Power Purchase Time Differentiated Rate 97.**

Application by Montana-Dakota Utilities Co. to update its cogeneration rates in accordance with the Special Terms and Conditions of the tariffs containing these rates. The application states the methodology used in developing the proposed rates is identical to that used in developing the rates currently on file.

Staff Analyst: Dave Jacobson  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/04/02  
Intervention Deadline: 06/21/02

You may receive this listing and other PUC publications via our website or via internet e-mail.  
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**

<b>IN THE MATTER OF THE FILING BY OTTER )</b>	<b>ORDER APPROVING</b>
<b>TAIL POWER COMPANY FOR APPROVAL OF )</b>	<b>CONTRACT WITH</b>
<b>A CONTRACT WITH DEVIATIONS WITH THE )</b>	<b>DEVIATIONS</b>
<b>CITY OF WENTWORTH )</b>	<b>EL02-010</b>

On May 30, 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 Wentworth (Wentworth). The contract replaces a contract between the parties which terminates on July 1, 2002. The new contract has a ten year term beginning on July 1, 2002. Otter Tail filed the following tariff sheet for Commission approval:

Section No. 4, Third Revised Sheet No. 4, Cancelling Second Revised Sheet No. 4

At its July 9, 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

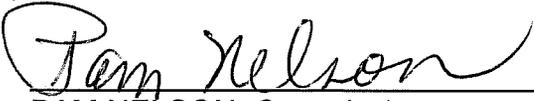
ORDERED, that the request seeking approval of a Contract with Deviations is in the public interest and is hereby granted. It is further

ORDERED, that the above referenced tariff sheet is effective for service rendered on and after July 1, 2002.

Dated at Pierre, South Dakota, this 26<sup>th</sup> day of July, 2002.

<b>CERTIFICATE OF SERVICE</b>
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><i>Alaine Kels</i></u>
Date: <u>8/1/02</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

 _____ JAMES A. BURG, Chairman
 _____ PAM NELSON, Commissioner
 _____ ROBERT K. SAHR, Commissioner

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JUL 25 2002

July 25, 2002

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION



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

**RE: SD PUC Docket EL02-010 and Docket EL02-013  
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 Sheet No. 4 for your files. The Summary of Contracts with Deviations has an approval date of July 9, 2002, and an effective date of July 9, 2002.

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

Sincerely,

A handwritten signature in black ink that reads "Ron Spangler Jr." with a stylized flourish at the end.

Ron Spangler Jr.  
Senior Revenue Analyst  
Regulatory Services Department  
[rlspangler@otpco.com](mailto: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  
Third Revised Sheet No. 4  
Canceling Second Revised Sheet No.4

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