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EL 02-013

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JUN 07 2002

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION



June 5, 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 Brandt effective July 1, 2002, and Otter Tail Power Company's Summary List of Contracts with Deviations. The municipal contract for the City of Brandt 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@otpc.com](mailto:rlspangler@otpc.com)

Enclosures

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

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 28 day of May, ~~19~~<sup>2002</sup>, by and between the Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the Town of Brandt, 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, ~~19~~<sup>2002</sup>

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
20	HPS-9	9000	O.T.P.	\$ 6.90
15	HPS-14	14000	O.T.P.	\$10.60
(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 2 1/2 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:

Penny Mosher

OTTER TAIL POWER COMPANY, a division  
of Otter Tail Corporation

By

G. A. Kun

Corporate Secretary

In Presence of:

MUNICIPALITY

City of Brandt

By

Leigh Mellendorf

By

Steve Kroger

<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
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Town of Brandt Brandt	Street Light	7/1/2002 7/1/2012	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.

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**South Dakota Public Utilities Commission**  
**WEEKLY FILINGS**  
**For the Period of June 6, 2002 through June 12, 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

**CONSUMER COMPLAINT**

**CT02-018** In the Matter of the Complaint filed by the Loyal Order of Moose, Belle Fourche, South Dakota, against UKI Communications, Inc. Regarding Unauthorized Switching of Services.

Complainant states that its service was switched without authorization. When UKI was contacted about the charges, UKI indicated that the charges would be refunded, which complainant states never happened. UKI also stated that Complainant's account would be closed. Complainant continued to receive monthly statements with UKI charges. Complainant requests that all charges be removed and/or refunded. Complainant also requests that it receive anything that is available to it under South Dakota law.

Staff Analyst: Mary Healy  
Staff Attorney: Karen Cremer  
Date Docketed: 06/12/02  
Intervention Deadline: N/A

**ELECTRIC**

**EL02-013** In the Matter of the Filing by Otter Tail Power Company for Approval of a Contract with Deviations with the City of Brandt.

Application by Otter Tail Power Company for approval of a contract with deviations to serve the City of Brandt. The existing contract to serve the City will expire on July 1, 2002. The new contract does not include any new rates.

Staff Analyst: Dave Jacobson  
Staff Attorney: Kelly Frazier  
Date Filed: 06/07/02  
Intervention Deadline: 07/05/02

**PIPELINE SAFETY**

**PS02-001** In the Matter of the Filing by Montana-Dakota Utilities Co., a Division of MDU Resources Group, Inc. for Approval of Waiver.

On June 6, 2002, the Commission received for approval a filing from Montana-Dakota Utilities Company (MDU), requesting a waiver of 49 CFR Part 192, Paragraph 192.59(a)(1) (ASTM D2513) Plastic Pipeline Materials. According to MDU, a shipping error was made in July 2000 by Chevron Phillips Chemical Company (Chevron) resulting in UPONOR receiving non-standard polyethylene raw materials (TR-130 resin) which was subsequently converted into pipe. MDU received several thousand feet of this pipe that had not been properly qualified to ensure compliance with ASTM D2513 as required by the referenced code, for use in its natural gas system. MDU did install that pipe near Rapid City, SD. Since its installation, Chevron performed extensive testing and demonstrated the pipe does in fact meet the minimum requirements of ASTM D2513. MDU proposes to allow the pipe to remain in service and is requesting a waiver from the Commission and the Federal Department of Transportation Regulations to allow the pipe to remain in service. Any party wishing to comment on the filing may do so by filing written comments with the Commission and the parties to the agreement no later than June 26, 2002.

Parties may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Analyst: Martin Bettmann  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/06/02  
Initial Comments Due: 06/26/02

## TELECOMMUNICATIONS

### **TC02-052 In the Matter of the Establishment of Switched Access Revenue Requirement for West River Cooperative Telephone Company.**

On June 10, 2002, West River Cooperative Telephone Company, Bison, South Dakota, filed a switched access cost study developing a revenue requirement and minutes of use that are included in the revenue requirement and minutes of use used to determine the switched access rates for the Local Exchange Carrier Association.

Staff Analyst: Harlan Best  
Staff Attorney: Karen Cremer  
Date Docketed: 06/10/02  
Intervention Deadline: 06/28/02

### **TC02-053 In the Matter of the Establishment of Switched Access Revenue Requirement for Interstate Telecommunications Cooperative, Inc.**

Interstate Telecommunications Cooperative, Inc. (Interstate) filed a switched access cost study developing a revenue requirement and minutes of use. Interstate does not currently have its own access tariff but is seeking membership of the Local Exchange Carrier Association. It is Interstate's desire to be part of the LECA tariff.

Staff Analyst: Heather Forney  
Staff Attorney: Karen Cremer  
Date Docketed: 06/10/02  
Intervention Deadline: 06/28/02

### **TC02-054 In the Matter of the Establishment of Switched Access Revenue Requirement for Vivian Telephone Company.**

Vivian Telephone Company, Wall, South Dakota, filed a switched access cost study developing a revenue requirement and minutes of use that are included in the revenue requirement and minutes of use used to determine the switched access rates for the Local Exchange Carrier Association.

Staff Analyst: Keith Senger  
Staff Attorney: Karen Cremer  
Date Docketed: 06/10/02  
Intervention Deadline: 06/28/02

### **TC02-055 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and Black Hills FiberCom, Inc.**

On June 10, 2002, the Commission received for approval an Amendment re: DS1 Digital Capable Loops and Provisioning Options to the Wireline Interconnection Agreement between Qwest Corporation (Qwest) and Black Hills FiberCom, Inc. for the State of South Dakota (Black Hills FiberCom). According to the parties, the original Agreement was a negotiated agreement which was approved by the Commission effective January 6, 1999, in Docket TC98-205. The current Amendment is made in order to add to the Agreement the terms, conditions and rates for DS1 Digital Capable Loops and Provisioning Options, as set forth in Attachment 1 and Exhibits A and B, 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 July 1, 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: Kelly Frazier  
Date Docketed: 06/10/02  
Initial Comments Due: 07/01/02

**TC02-056 In the Matter of the Filing for Approval of an Agreement for Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services and Resale of Telecommunications Services between Qwest Corporation and NOW Communications of South Dakota, Inc.**

On June 10, 2002, the Commission received for approval an Agreement for terms and conditions for interconnection, unbundled network elements, ancillary services and resale of telecommunications services provided by Qwest Corporation in the State of South Dakota (Qwest) and NOW Communications of South Dakota, Inc. (NOW). According to the parties the Agreement is a negotiated agreement which sets forth the terms, conditions and prices under which Qwest will offer and provide to any requesting CLEC network interconnection, access to unbundled network elements, ancillary services and telecommunication services available for resale within the geographical areas in which Qwest is providing local exchange service at that time and for which Qwest is the incumbent LEC within the State of South Dakota for purposes of providing local telecommunications services. 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 July 1, 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: Kelly Frazier  
Date Docketed: 06/10/02  
Initial Comments Due: 07/01/02

**TC02-057 In the Matter of the Application of ICG Telecom Group, Inc. for a Certificate of Authority to Provide Local Exchange Services in South Dakota.**

ICG Telecom Group, Inc. filed an application for a Certificate of Authority to provide facilities-based and resold local exchange telecommunications service in South Dakota. ICG Telecom Group proposes to provide service in the entire service area of Qwest Corporation.

Staff Analyst: Michele Farris  
Staff Attorney: Kelly Frazier  
Date Filed: 06/10/02  
Intervention Deadline: 06/28/02

**TC02-058 In the Matter of the Establishment of Switched Access Revenue Requirement for Sioux Valley Telephone Company.**

On June 11, 2002, Sioux Valley Telephone Company, Dell Rapids, South Dakota, filed a switched access cost study developing a revenue requirement and minutes of use that are included in the revenue requirement and minutes of use used to determine the switched access rates for the Local Exchange Carrier Association.

Staff Analyst: Harlan Best  
Staff Attorney: Karen Cremer  
Date Docketed: 06/11/02  
Intervention Deadline: 06/28/02

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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**

<b>IN THE MATTER OF THE FILING BY OTTER ) TAIL POWER COMPANY FOR APPROVAL OF ) A CONTRACT WITH DEVIATIONS WITH THE ) CITY OF BRANDT )</b>	<b>ORDER APPROVING CONTRACT WITH DEVIATIONS EL02-013</b>
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On June 7, 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 Brandt (Brandt). 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, Sixth Revised Sheet No. 1, Cancelling Fifth Revised Sheet No. 1

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

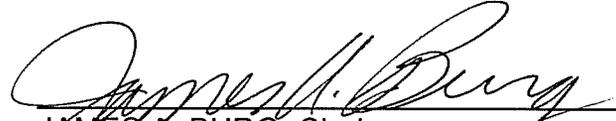
ORDERED, that the request seeking approval of a Contract with Deviations is in the public interest and is hereby granted. It is further

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>Hildine Kalbs</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

215 South Cascade Street  
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JUL 29 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 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

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