

215 South Cascade Street
PO Box 496
Fergus Falls, Minnesota 56538-0496
218 739-8200
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EL03-002
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SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

January 13, 2003

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 20:10:13:20, Otter Tail Power Company respectfully requests permission to file on less than 30 days notice, an updated Municipal Service Agreement for the City of De Smet, SD and Otter Tail Power Company's revised Summary List of Contracts with Deviations.

Due to the small size of the community and the infrequency of the city council meetings, Otter Tail Power Company was unable to secure the appropriate signatures and file the contract, as requested by the Commission, thirty days prior to the renewal date of the contract. The Municipal Service Agreement for the City of De Smet was updated because the old contract will expire on February 1, 2003. Otter Tail Power Company worked with the City of De Smet to bring into compliance two of four tariff deviations from the prior contract.

For the foregoing reasons, Otter Tail Power Company respectfully requests that the Commission grant Otter Tail Power Company permission to file on less than 30 days notice, an updated Municipal Service Agreement for the City of De Smet, SD and Otter Tail Power Company's revised Summary List of Contracts with Deviations, to be effective as of the earliest possible date.

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.' The signature is written in a cursive style.

Ron Spangler Jr.
Supervisor, Revenue Requirements
Regulatory Services Department
rlspangler@otpco.com

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

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January 13, 2003

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 Service Agreement with the City of De Smet, SD effective February 1, 2003, and Otter Tail Power Company's Summary List of Contracts with Deviations. The Municipal Service Agreement for the City of De Smet, SD was updated because the old contract will expire on February 1, 2003. The new agreement contains two rates that would be considered a deviation. The two rate deviations are as follows:

1 metered HPS9 at \$4.25 per month.

34 HPS23's at \$9.72 per fixture per month for energy and maintenance (the City owns the poles and wire and Otter Tail Power Company owns the fixture head).

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.
Supervisor, Revenue Requirements
Regulatory Services Department
rlspangler@otpco.com

Enclosures

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

SUMMARY OF CONTRACTS WITH DEVIATIONS

Effective on less than 30 days notice by the authority of the Public Utilities Commission of South Dakota, dated _____.

<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	7/1/2002 7/1/2012	Contract period of 10 years.
Town of Bushnell Bushnell	Street Light	10/1/2002 10/1/2012	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), Otter Tail Power Company Owned - Metered: \$4.25 for HPS9 fixture.
Town of Eden Eden	Street Light	10/26/2002 10/26/2012	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	9/1/2002 9/1/2012	Contract period of 10 years.

C

MUNICIPAL SERVICE AGREEMENT

1. THIS AGREEMENT, made this 30th day of December, 2002, by and between the Otter Tail Power Company, a division of Otter Tail Corporation, hereinafter called Otter Tail Power, a corporation, duly organized and existing under and by virtue of the laws of the State of Minnesota, and the City, of DeSmet, SD, 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 agreement, Otter Tail Power 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 (1) one year with an effective date of the term to be February 1, 2003, and terminating February 1, 2004, and thereafter shall be renewed for periods of one year each, unless written notice to the contrary is given by either party to the other not less than thirty (30) days before the expiration of this agreement or any renewal thereof.
3. The rates to be charged for the municipal electric service shall be Otter Tail Power's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Street lighting Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement and/or such superseding amendments or changes as are approved by the South Dakota Public Utilities Commission during the terms of this agreement.
4. Otter Tail Power is subject to the jurisdiction of the South Dakota Public Utilities Commission and when required by the Commission's Order or Rules and Regulations, may submit this agreement for review and approval.

STREET LIGHTING

5. Otter Tail Power agrees to own and operate a street lighting system in the municipality, consisting of supply circuits, control circuits, controls, and brackets and fixtures as provided in this agreement.
6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main street lighting system, ready for connection to Otter Tail Power's supply source. Otter Tail shall supply any necessary meters and make the final connection to its supply system. Otter Tail Power shall supply the necessary electric energy to light such system. The rates, terms and conditions of a white way system and/or main street lighting system, shall be determined by Otter Tail Power's "Outdoor Lighting Energy Only Rate" and/or such superseding amendments or changes as are approved by the South Dakota Utilities Commission during the terms of this agreement.
7. The residential, white way, and main street lighting installation covered by this agreement shall consist of the following:

No. of Units	Type	Lumens	Ownership			Pole		Service		Lamp Renewal By	Monthly Chg. Per Unit
			Fixture	Pole	Wire	Wood	Metal	O/H	U/G		
111	HPS 9	9000	OTP	OTP	OTP	X		X		OTP	\$6.90
2	HPS 23	23000	OTP	OTP	OTP	X		X		OTP	\$13.90
2	400 HPSF	44000	OTP	OTP	OTP	X		X		OTP	\$17.10
1	HPS 9 (Metered)	9000	OTP	OTP	OTP	X		X		OTP	\$4.25
34	HPS 23	23000	OTP	CITY	CITY		X		X	OTP	\$9.72
36	HPS 23	23000	CITY	CITY	CITY		X		X	OTP	\$6.29
7	HPS 44	44000	CITY	CITY	CITY		X		X	OTP	\$9.66

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as shown in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this agreement shall be billed at the schedule of rates in effect at the time of installation and/or such superseding amendments or changes as are approved by the South Dakota Utilities Commission during the terms of this agreement.

MUNICIPAL PUMPING

10. Otter Tail Power 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 agreement.
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 Power, may be included. Otter Tail Power shall supply any necessary meters. 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, in accordance with the provisions and changes contained in the applicable rate schedule in effect at the execution of this agreement and/or such superseding amendments or changes as are approved by the South Dakota Public Utilities Commission during the terms of this agreement.

FIRE SIRENS

13. The Municipality operates fire/warning sirens as listed below:

Location	Metered		Horsepower	Account Number	Billing Amount
	Yes	No			
East Siren		X	1	030008	\$.60
West Siren		X	7.5	029904	\$4.50
Main Siren		X	4.5	029999	\$2.70

GENERAL PROVISIONS

14. Otter Tail Power 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 Power 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 agreement.

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 to the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY,
a division of Otter Tail Corporation

In the presence of:

Ron Spangler J

By *Carl M. Ph*

Title *President - Int'l*

MUNICIPALITY

In the presence of:

Eileen Wolkow

CITY OF *Desmet*

By *Jay Wolkow*
Mayor

(Municipal Seal)

(For Company use only)	Date	By
Entered to Billing Record		

South Dakota Public Utilities Commission

WEEKLY FILINGS

For the Period of January 9, 2003 through January 15, 2003

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

CONSUMER COMPLAINTS

CN03-001 In the Matter of the Complaint filed by Veda J. Boxwell, Sioux Falls, South Dakota, against MidAmerican Energy Company Regarding Billing.

Complainant states that after selling her property at 1000 N. Minnesota, she contacted MidAmerican and asked that it remove her name from the billing at this address and to inquire about what her final bill would be. In January 2003, Complainant requested that MidAmerican put her name on the billing address at 3316 N. 9th Ave. MidAmerican told her that it could not put her name on the account because she had service in her name at 1000 N. Minnesota and had an outstanding bill of \$240.00. Complainant requests that service be removed from her name at 1000 N. Minnesota, effective January 15, 2002, that the outstanding bill at this address be removed from her name and that she be allowed service in her name at 3316 N. 9th Ave., effective immediately.

Staff Analyst: Mary Healy
Staff Attorney: Karen Cremer
Date Docketed: 01/10/03
Intervention Deadline: N/A

CT03-001 In the Matter of the Complaint filed by Berdell Kinsley, Springfield, South Dakota, against BroadWing Telecommunications, Inc. Regarding Unauthorized Switching of Services.

Complainant states that his service was switched without his authorization. Complainant requests a payment of \$800.00 for the unauthorized switch and reimbursement of expenses to attend a hearing.

Staff Analyst: Mary Healy
Staff Attorney: Kelly Frazier
Date Docketed: 01/13/03
Intervention Deadline: N/A

ELECTRIC

EL03-002 In the Matter of the Filing by Otter Tail Power Company for Approval of a Contract with Deviations with the City of DeSmet.

Application by Otter Tail Power Company for approval of a contract with deviations with the City of DeSmet. The current municipal contract providing electrical service expires February 1, 2003. The new contract contains rates that are not otherwise tariffed.

Staff Analyst: Dave Jacobson
Staff Attorney: Karen Cremer
Date Docketed: 01/14/03
Intervention Deadline: 01/24/03

NATURAL GAS

NG03-001 In the Matter of the Filing by MidAmerican Energy Company for Approval of its 2002 Economic Development Report and its 2003 Economic Development Plan.

Application by MidAmerican Energy Company for approval of its 2002 Economic Development Report and 2003 Economic Development Plan in accordance with the Settlement Stipulation in Docket NG01-010. The Settlement Stipulation specifies that economic development expenses up to \$100,000 shall be equally paid by ratepayers (\$50,000) and shareholders (\$50,000) and that MidAmerican's programs will be submitted for approval on an annual basis.

Staff Analyst: Dave Jacobson
Staff Attorney: Karen Cremer
Date Docketed: 01/15/03
Intervention Deadline: 01/31/03

TELECOMMUNICATIONS

TC03-002 In the Matter of a Confidential Settlement Agreement between U S WEST Communications, Inc. and Advanced Telecom Group, Inc.

TC03-003 In the Matter of an Agreement between U S WEST Communications, Inc., Qwest Communications International, Inc. and AT&T Corporation, AT&T Communications of the Midwest, Inc., AT&T Communications of the Mountain States, Inc., AT&T Communications of the Pacific Northwest, Inc. and AT&T Broadband Services, Inc. dba AT&T Cable Services and Teleport Communications Group, Inc. dba AT&T Local Services.

TC03-004 In the Matter of a Confidential Billing Settlement Agreement between Qwest Corporation and Black Hills FiberCom, L.L.C.

TC03-005 In the Matter of a Confidential Settlement Document in Letter Format between U S WEST, Inc. and McLeodUSA.

TC03-006 In the Matter of a Subject to Rule of Evidence 408, Confidential Billing Settlement Agreement between U S WEST Communications, Inc. and McLeodUSA, Inc.

TC03-007 In the Matter of a Confidential Settlement Agreement between U S WEST Communications, Inc. and McLeodUSA Telecommunications Services, Inc.

TC03-008 In the Matter of a Letter Agreement between Qwest Corporation and McLeodUSA Incorporated.

TC03-009 In the Matter of a Subject to Rule of Evidence 408, Confidential Billing Settlement Agreement between Qwest Corporation and McLeodUSA, Inc.

TC03-010 In the Matter of a Subject to Rule of Evidence 408, Confidential Amendment to Confidential Billing Settlement Agreement between Qwest Corporation and McLeodUSA Incorporated.

- TC03-011 **In the Matter of a Subject to Rule of Evidence 408, Purchase Agreement between Qwest Communications Corp. and McLeodUSA Telecommunications Services, Inc.**
- TC03-012 **In the Matter of a Subject to Rule of Evidence 408, Purchase Agreement between Qwest Communications Corp. and McLeodUSA Telecommunications Services, Inc.**
- TC03-013 **In the Matter of a Subject to Rule of Evidence 408, Confidential Amendment to Confidential Billing Settlement Agreement between Qwest Corporation and McLeodUSA Incorporated.**
- TC03-014 **In the Matter of a Subject to Rule of Evidence 408, Amendment to Confidential Billing Settlement Agreement between Qwest Corporation and McLeodUSA, Inc.**
- TC03-015 **In the Matter of a Confidential Agreement to Provide Directory Assistance Database Entry Services between Qwest Corporation and McLeodUSA Telecom Development, Inc.**
- TC03-016 **In the Matter of a Confidential Billing Settlement Agreement between Qwest Corporation, successor to U S WEST Communications, Inc., and McLeodUSA Telecommunications Services, Inc.**
- TC03-017 **In the Matter of a Confidential Billing Settlement Agreement between Qwest Communications Corporation and McLeodUSA Telecommunications Services, Inc.**
- TC03-018 **In the Matter of a Memorandum of Understanding between Qwest Corporation and Z-Tel Communications, Inc.**

The above 17 Agreements were filed with the Commission on 06/13/02, as a confidential exhibit to the Affidavit of Todd Lundy in Docket TC01-165. On 11/22/02, in the Order Regarding the Public Interest, the Commission ruled that the issue of whether these Agreements were a mandatory filing should be considered separate from the TC01-165 docket. Pursuant to that Order, these dockets were opened for the purpose of receiving a Commission ruling on whether these Agreements should have been filed pursuant to the mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. Qwest has requested confidential treatment of the contents of these Agreements pursuant to ARSD chapter 20:10:01. Any party wishing to comment on these Agreements may do so by filing written comments with the Commission and the parties to these Agreements no later than February 5, 2003. Parties to these Agreements 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: 01/10/03
Initial Comments Due: 02/05/03

- TC03-019 **In the Matter of a U S WEST Service Level Agreement with Covad Communications Company Unbundled Loop Services between U S WEST Network Complex Services and Covad Communications Company.**

This Agreement was filed with the Commission on 06/13/02, as a confidential exhibit to the Affidavit of Todd Lundy in Docket TC01-165. On 11/22/02, in the Order Regarding the Public Interest, the Commission ruled that the issue of whether this Agreement was a mandatory filing should be considered separate from the TC01-165 docket. Pursuant to that Order, this docket was opened for the purpose of receiving a Commission ruling on whether this agreement should have been filed pursuant to the

mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. According to the Agreement, Qwest f/k/a U S WEST, agreed to make demonstrable improvements to its provisioning service performance on unbundled loops, in order to reach service quality standards as set forth in the Agreement. Covad agreed to withdraw its opposition to the U S WEST/Qwest merger in return. 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 February 5, 2003. 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: 01/10/03
Initial Comments Due: 02/05/03

TC03-020 In the Matter of a Subject to Rule of Evidence 408, Confidential Billing Settlement Agreement between U S WEST Communications, Inc. and McLeodUSA, Inc.

This Agreement was filed with the Commission on 06/13/02, as a confidential exhibit to the Affidavit of Todd Lundy in Docket TC01-165. On 11/22/02, in the Order Regarding the Public Interest, the Commission ruled that the issue of whether this Agreement was a mandatory filing should be considered separate from the TC01-165 docket. Pursuant to that Order, this docket was opened for the purpose of receiving a Commission ruling on whether this agreement should have been filed pursuant to the mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. According to the Agreement, in consideration for McLeodUSA's withdrawal from the dockets related to the U S WEST/Qwest merger, Qwest f/k/a U S WEST agreed to pay McLeodUSA a fixed sum for the settlement of disputes involving nonblocked Centrex service, subscriber list information and miscellaneous billing disputes. 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 February 5, 2003. 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: 01/10/03
Initial Comments Due: 02/05/03

TC03-021 In the Matter of a Confidential Agreement in Letter Format between Qwest Communications International, Inc. and McLeodUSA Incorporated.

This Agreement was filed with the Commission on 06/13/02, as a confidential exhibit to the Affidavit of Todd Lundy in Docket TC01-165. On 11/22/02, in the Order Regarding the Public Interest, the Commission ruled that the issue of whether this Agreement was a mandatory filing should be considered separate from the TC01-165 docket. Pursuant to that Order, this docket was opened for the purpose of receiving a Commission ruling on whether this agreement should have been filed pursuant to the mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. According to the Agreement, the parties agreed to (1) develop an implementation plan by which the parties agree to implement their interconnection agreements, (2) arrange quarterly meetings to address unresolved and/or anticipated business issues, and (3) establish and follow escalation procedures to facilitate and expedite business-to-business dispute resolutions as set forth in the Agreement. 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 February 5, 2003. 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: 01/10/03
Initial Comments Due: 02/05/03

TC03-022 In the Matter of the Filing by NOS Communications, Inc. for Approval of its Intrastate Switched Access Tariff and for an Exemption from Developing Company Specific Cost-Based Switched Access Rates.

On January 10, 2003, NOS Communications, Inc. filed a request for approval of switched access rates with consideration of ARSD 20:10:27:07 being waived. The Applicant has also requested a waiver of ARSD 20:10:27:12. NOS Communications, Inc. intends to mirror the switched access tariffed rates of Qwest.

Staff Analyst: Keith Senger
Staff Attorney: Kelly Frazier
Date Docketed: 01/10/03
Intervention Deadline: 01/31/03

TC03-023 In the Matter of the Filing for Approval of a Boundary Change between Valley Telecommunications Cooperative Association, Inc. and Venture Communications Cooperative.

Valley Telecommunications and Venture Communications have filed a joint petition proposing changes to several exchange boundaries. The proposed exchange boundaries affect the following exchanges: Glenham/Selby, Mound City/Selby, Eureka/Selby, Hosmer/Bowdle, Ipswich/Roscoe.

Staff Analyst: Michele M Farris
Staff Attorney: Karen Cremer
Date Docketed: 01/13/03
Intervention Deadline: 01/31/03

TC03-024 In the Matter of the Filing for Approval of a Line Information Data Base Storage Agreement between U S WEST Communications, Inc. and Black Hills FiberCom, L.L.C.

On January 13, 2003, the Commission received a filing of an Agreement between U S WEST Communications, Inc. n/k/a Qwest Corporation and Black Hills FiberCom, L.L.C. for a determination of whether the agreement fell within the mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. The Agreement is a 1999 Line Information Data Base Storage Agreement between U S WEST (now Qwest) and Black Hills FiberCom, L.L.C. According to the parties, the agreement is a negotiated agreement which sets forth the terms, conditions, and prices under which U S WEST agreed to offer and provide to any requesting CLEC network interconnection, access to unbundled network elements, ancillary services and telecommunications services available for resale within the geographical areas in which U S WEST was providing local exchange services at that time and for which U S WEST was the incumbent local exchange carrier 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 February 3, 2003. 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: 01/13/03
Initial Comments Due: 02/03/03

TC03-025 In the Matter of the Filing for Approval of a Common Channel Signaling Network Interconnection Agreement Switched Access Services between U S WEST Communications, Inc. and Black Hills FiberCom, L.L.C.

On January 13, 2003, the Commission received a filing of an Agreement between U S WEST Communications, Inc. n/k/a Qwest Corporation and Black Hills FiberCom, L.L.C. (BHFC) for a determination of whether the agreement fell within the mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. The agreement is a 1999 Common Channel Signaling Network Interconnection Agreement Switched Access Services. According to the parties, the agreement is a negotiated agreement which describes the terms and conditions under which the parties agree to permit their customers to use line number telephone calling cards to initiate calls and also to permit their customers to bill calls to accounts associated with cards, collect, bill to third number and public telephone check for the specific number. 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 February 3, 2003. 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: 01/13/03
Initial Comments Due: 02/03/03

TC03-026 In the Matter of the Filing for Approval of an Internetwork Calling Name Delivery Service Agreement (ICNAM Service) between U S WEST Communications, Inc. and Black Hills FiberCom, L.L.C.

On January 13, 2003, the Commission received a filing of an Agreement between U S WEST Communications, Inc. n/k/a Qwest Corporation and Black Hills FiberCom, L.L.C. (BHFC) for a determination of whether the agreement fell within the mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. The Agreement is a 1999 Internetwork Calling Name Delivery Service Agreement ("ICNAM Service") which provides the terms and conditions under which U S WEST (now Qwest) will provide ICNAM services to BHFC, thereby transporting Calling Name data between the parties' databases. 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 February 3, 2003. 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: 01/13/03
Initial Comments Due: 02/03/03

TC03-027 In the Matter of the Filing for Approval of a Custom Local Area Signaling Services (CLASS) Network Interconnection Agreement between U S WEST Communications, Inc. and Black Hills FiberCom, L.L.C.

On January 13, 2003, the Commission received a filing of an Agreement between U S WEST Communications, Inc. n/k/a Qwest Corporation and Black Hills FiberCom, L.L.C. (BHFC) for a determination of whether the agreement fell within the mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. The Agreement is a 1999 Custom Local Area Signaling Services ("CLASS") Network interconnection Agreement which describes the terms and conditions under which the parties agreed to provide each other access to interconnect their respective networks for the provision of intraLATA CLASS in compliance with the Common Channel Signaling Network ("CCSN") Interconnection Agreement for switched access 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 February 3, 2003. 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: 01/13/03
Initial Comments Due: 02/03/03

TC03-028 In the Matter of the Filing for Approval of a Transit Record Exchange Agreement to Co-Carriers (WSP - Transit Qwest - CLEC) between Qwest Corporation and McLeodUSA Telecom Development, Inc.

On January 13, 2003, the Commission received a filing of an Agreement between Qwest Corporation (Qwest) and McLeodUSA Telecom Development, Inc. (McLeodUSA) for a determination of whether the agreement fell within the mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. The Agreement is a 2001 Transit Record Exchange Agreement to Co-Carriers (WSP - Transit Qwest - CLEC). According to the parties, the Agreement is a negotiated agreement made in order for each party to obtain from the other certain technical and business information related to wireless network usage data under terms that will protect the confidential and proprietary nature of such information. 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 February 3, 2003. 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: 01/13/03
Initial Comments Due: 02/03/03

TC03-029 In the Matter of the Filing for Approval of a Transit Record Exchange Agreement to Co-Carriers (Wireline - Transit Qwest - CLEC) between Qwest Corporation and McLeodUSA Telecom Development, Inc.

On January 13, 2003, the Commission received a filing of an Agreement between Qwest Corporation and McLeodUSA Telecom Development, Inc. (McLeodUSA) for a determination of whether the agreement fell within the mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. The Agreement is a 2001 Transit Record Exchange Agreement to Co-Carriers (Wireline - Transit Qwest - CLEC). According to the parties, the Agreement is a negotiated agreement made in order for each party to obtain from the other certain technical and business information related to wireline network usage data under terms that will protect the confidential and proprietary nature of such information. 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 February 3, 2003. 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: 01/13/03
Initial Comments Due: 02/03/03

TC03-030 In the Matter of the Filing for Approval of a Transit Record Exchange Agreement to Co-Carriers (WSP - Transit Qwest - CLEC) between Qwest Corporation and Midcontinent Communications, Inc.

On January 13, 2003, the Commission received a filing of an Agreement between Qwest Corporation and MidContinent Communications for a determination of whether the agreement fell within the mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. The Agreement is a 2002 Transit Record Exchange Agreement to Co-Carriers (WSP - Transit Qwest - CLEC). According to the parties, the Agreement is a negotiated agreement made in order for each party to

obtain from the other certain technical and business information related to wireless network usage data under terms that will protect the confidential and proprietary nature of such information. 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 February 3, 2003. 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: 01/13/03
Initial Comments Due: 02/03/03

TC03-031 In the Matter of the Filing for Approval of a Transit Record Exchange Agreement to Co-Carriers (Wireline - Transit Qwest - CLEC) between Qwest Corporation and Midcontinent Communications, Inc.

On January 13, 2003, the Commission received a filing of an Agreement between Qwest Corporation and MidContinent Communications) for a determination of whether the agreement fell within the mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. The Agreement is a 2002 Transit Record Exchange Agreement to Co-Carriers (Wireline - Transit Qwest - CLEC). According to the parties, the Agreement is a negotiated agreement made in order for each party to obtain from the other certain technical and business information related to wireline network usage data under terms that will protect the confidential and proprietary nature of such information. 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 February 3, 2003. 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: 01/13/03
Initial Comments Due: 02/03/03

TC03-032 In the Matter of the Application of Alticomm, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Services and Local Exchange Services in South Dakota.

Alticomm, Inc. is seeking a Certificate of Authority to provide interexchange and local exchange telecommunication services in South Dakota. The applicant intends to provide a full range of services on a resale basis.

Staff Analyst: Keith Senger
Staff Attorney: Kelly Frazier
Date Docketed: 01/14/03
Intervention Deadline: 01/31/03

TC03-033 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and FiberComm, L.C.

On January 15, 2003, the Commission received for approval a filing of an Amendment to an Interconnection Agreement between Qwest Corporation (Qwest) and FiberComm, L.C. (FiberComm). According to the parties, the Amendment is a negotiated amendment to the Agreement between the parties approved by the Commission in Docket TC01-020 which became effective July 12, 2001. The Amendment is made in order to add terms and conditions for the Special Request Process as set forth in Exhibit 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 February 4, 2003. Parties to the agreement may file written responses to the comments no later than twenty days

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

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SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

February 20, 2003



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

**RE: SD PUC Docket EL03-002 Otter Tail Power Company's Summary of
Contracts with Deviations List**

Dear Ms. Bonrud:

Enclosed you will find an approved copy of Otter Tail Power Company's Summary of Contracts with Deviations Sheet No. 1 for your files. The Summary of Contracts with Deviations has an approval date of February 20, 2003, and an effective date of February 1, 2003.

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.
Supervisor, Revenue Requirements
Regulatory Services Department
rlspangler@otpc.com

Enclosures

Cc: Bernadeen Brutlag, Manager, Regulatory Services

SUMMARY OF CONTRACTS WITH DEVIATIONS

Effective on less than 30 days notice by the authority of the Public Utilities Commission of South Dakota, dated February, 20, 2003.

<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	7/1/2002 7/1/2012	Contract period of 10 years.
Town of Bushnell Bushnell	Street Light	10/1/2002 10/1/2012	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	2/1/2003 2/1/2013	Municipal Ownership: \$9.72 per month for HPS23 fixtures (city owns poles), Otter Tail Power Company Owned - Metered: \$4.25 for HPS9 fixture.
Town of Eden Eden	Street Light	10/26/2002 10/26/2012	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	9/1/2002 9/1/2012	Contract period of 10 years.

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SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

**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 DESMET)	EL03-002

On January 14, 2003, 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 DeSmet (DeSmet) on less than 30 days notice. The contract replaces a contract between the parties which terminates on February 1, 2003. The new contract has a ten year term beginning on February 1, 2003. Otter Tail filed the following tariff sheet for Commission approval:

Section No. 4, Tenth Revised Sheet No. 1, Cancelling Ninth Revised Sheet No. 1

At its February 20, 2003, meeting, the Commission considered the request for approval of the Contract with Deviations. Commission Staff recommended approval. Commission Staff also recommended that all future municipal street lighting contracts with deviations reflect current or post-restructuring rates.

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. The Commission recommended that all future municipal street lighting contracts with deviations reflect current or post-restructuring rates. As the Commission's final decision in this matter, it is therefore

ORDERED, that the request seeking approval of a Contract with Deviations on less than 30 days notice 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 February 1, 2003. It is further

ORDERED, that all future municipal street lighting contracts with deviations reflect current or post-restructuring rates.

Dated at Pierre, South Dakota, this 7th day of March, 2003.

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><i>William Kelbo</i></u>
Date: <u>3/10/03</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

Robert K. Sahr
ROBERT K. SAHR, Chairman

Gary Hanson
GARY HANSON, Commissioner

James A. Burg
JAMES A. BURG, Commissioner