

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

EL 03-006

RECEIVED

MAR 03 2003

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION



February 27, 2003

Pamela Bonrud, Executive Director
South Dakota Public Utilities Commission
State Capitol
500 East Capitol Street

Pierre, SD 57501-5070

Dear Ms. Bonrud:

Pursuant to Administrative Rules of South Dakota Part 20:10:13:03, enclosed for filing please find ten (10) copies of Municipal Service Agreements for the City of Egan, SD, the City of Nunda, SD and the City of Hayti, SD, and Otter Tail Power Company's Summary List of Contracts with Deviations Sheet No.'s 1, 2 and 3. The Municipal Service Agreement for the City of Egan, SD and the City of Nunda, SD were updated because the old contract will expire on April 1, 2003. The Municipal Service Agreement for the City of Hayti, SD was updated because the old contract will expire on April 1, 2003. The new agreements do not contain any rates, terms and or conditions that would be considered a deviation from Otter Tail Power Company's tariff. Therefore Otter Tail Power Company respectfully requests that each City be removed from Otter Tail Power Company's Summary List of Contracts with Deviations.

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

Sincerely,

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

Enclosures

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

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			
None					

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:

Penny Mosher

By *[Signature]*

Title Corporate Secretary

MUNICIPALITY

In the presence of:

Bonnie Hemmer

CITY OF EGAN

By *[Signature]*
Mayor

(Municipal Seal)

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

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 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), \$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	10/26/2002 10/26/2012	Contract period of 10 years.
Town of Egan Egan	Street Light		
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

WEEKLY FILINGS

For the Period of February 27, 2003 through March 5, 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

ELECTRIC

EL03-006 In the Matter of the Filing by Otter Tail Power Company for Approval of a Contract with Deviations with the City of Egan.

Application by Otter Tail Power Company for approval of a contract with deviations with the City of Egan. The current municipal contract providing electrical service expires April 1, 2003. The new contract does not deviate from filed tariffs and this filing removes the contract from Otter Tail's list of contracts with deviations.

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

EL03-007 In the Matter of the Filing by Otter Tail Power Company for Approval of a Contract with Deviations with the City of Nunda.

Application by Otter Tail Power Company for approval of a contract with deviations with the City of Nunda. The current municipal contract providing electrical service expires April 1, 2003. The new contract does not deviate from filed tariffs and this filing removes the contract from Otter Tail's list of contracts with deviations.

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

EL03-008 In the Matter of the Filing by Otter Tail Power Company for Approval of a Contract with Deviations with the City of Hayti.

Application by Otter Tail Power Company for approval of a contract with deviations with the City of Hayti. The current municipal contract providing electrical service expires April 10, 2003. The new contract does not deviate from filed tariffs and this filing removes the contract from Otter Tail's list of contracts with deviations.

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

EL03-009 In the Matter of the Joint Request for an Electric Service Rights Exception between the City of Plankinton and Central Electric Cooperative, Inc.

On March 4, 2003, the Public Utilities Commission received a joint request for approval of service territory designations from the City of Plankinton and Central Electric Cooperative. The City of

Plankinton has annexed land located on its southeast boundary for the purpose of building a new school with residential development. The land annexed is in the service territory of Central Electric. The parties have reached an agreement whereby Central Electric will serve the new school and the City will serve the balance of the annexed area.

Staff Analyst: Michele M. Farris
Staff Attorney: Kelly Frazier
Date Docketed: 03/04/03
Intervention Deadline: 03/21/03

TELECOMMUNICATIONS

TC03-054 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and TW Wireless, L.L.C.

On February 28, 2003, the Commission received a Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and TW Wireless, L.L.C. According to the parties, this filing is an amendment to the original agreement approved by the Commission on February 11, 2000, in Docket TC99-123. The Amendment is made in order to add terms and conditions for the Single Point of Presence in the LATA, as set forth in Attachment 1 and Exhibit A and for Inter Local Calling Area as set forth in Attachment 2, 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 March 20, 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: 02/28/03
Initial Comments Due: 03/20/03

TC03-055 In the Matter of the Filing for Approval of a Reciprocal Transport and Termination Agreement between WWC License L.L.C. and Midcontinent Communications, Inc.

On March 3, 2003, the Commission received a Reciprocal Transport and Termination Agreement between Midcontinent Communications and Western Wireless for approval. According to the filing, the Agreement is made to put in place an arrangement for the mutual exchange and reciprocal compensation of local telecommunications traffic in accord with the Telecommunications Act of 1996, and is intended to supersede any previous arrangements between the parties relating to such traffic. 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 March 24, 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: 03/03/03
Initial Comments Due: 03/24/03

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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) ORDER APPROVING TARIFF
TAIL POWER COMPANY FOR APPROVAL OF) REVISIONS
TARIFF REVISIONS)
)
) **EL03-006****

On March 3, 2003, the Public Utilities Commission (Commission) received a filing by Otter Tail Power Company (Otter Tail) for approval of tariff revisions regarding a Contract with Deviations with the City of Egan. A new contract replaces a contract between the parties which terminates on April 1, 2003. The new contract does not deviate from Otter Tail's filed tariff. This filing removes the contract from the summary list of contracts with deviations. 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 March 18, 2003, meeting, the Commission considered the request for approval of the revised tariff sheet. 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 tariff revisions 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 tariff revisions is hereby granted. It is further

ORDERED, that the above referenced tariff sheet is effective for service rendered on and after April 1, 2003.

Dated at Pierre, South Dakota, this 25th 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>Melaine Kolbo</u>
Date: <u>3/26/03</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

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EL03-006

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MAR 14 2003

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**



March 12, 2003

David Jacobson
Utility Analyst, South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501-5070

Dear Dave:

Per your request please find updated copies of Otter Tail Power Company's Summary List of Contracts with Deviations sheet numbers one, two and three.

Please contact me at 218-739-8838 if you have any questions.

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

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 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), \$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	10/26/2002 10/26/2012	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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SUMMARY OF CONTRACTS WITH DEVIATIONS

<u>CUSTOMER</u>	<u>CLASS OF SERVICE</u>	<u>EXECUTION AND EXPIRATION DATES</u>	<u>NON-STANDARD RATES</u>	
City of Erwin Erwin	Street Light	4/10/1993 4/10/2003	Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.	
City of Gary Gary	Street Light	12/9/2000 12/9/2010	Municipal Ownership: \$6.25 per month for HPS9 fixtures. Contract period of 10 years.	
City of Grenville Grenville	Street Light	6/1/1997 6/1/2007	Contract period of 10 years.	
Town of Hetland Hetland	Street Light	4/1/1994 4/1/2004	Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.	D
Town of LaBolt Labolt	Street Light	2/7/2003 2/7/2013	Contract period of 10 years.	
Town of Lake City Lake City	Street Light	7/1/1993 7/1/2003	Contract period of 10 years.	
City of Lake Norden Lake Norden	Street Light	6/1/1994 6/1/2004	Streetlight Change-out Program: \$6.30 for HPS9 fixtures. \$16.90 for HPS44 fixtures. Contract period of 10 years.	
City of Lake Preston Lake Preston	Street Light	4/1/1994 4/1/2004	Municipal Ownership: \$10.52 per month for HPS44 fixtures, \$7.66 and \$9.12 (cleaning included) per month for HPS23 fixtures. Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.	
Village of Marvin	Street Light	7/2/1994 7/2/2004	Contract period fo 10 years.	
City of Milbank Milbank	Street Light	3/14/1994 3/14/2004	Municipal Ownership: \$17.77 per month for 1000 watt dusk-midnight quartz floodlights Municipal Ownership: \$1.08 per month for seasonal incandescent Municipal Ownership: \$3.54 per month for seasonal incandescent Municipal Ownership: \$2.66 per month for HPS 150 watt Municipal Ownership: \$9.32 for 300 watt and 500 watt (dusk to midnight) Municipal Ownership: \$3.14 for 90 watt (dusk to dawn) Otter Tail Power Company Owned - Metered: \$8.47 for 400HPSF fixture. Otter Tail Power Company Owned - Metered: \$4.25 for HPS9 fixture. Otter Tail Power Company Owned - Decorative: \$9.05 for HPS9 fixture. Otter Tail Power Company Owned - Seasonal: \$11.06 for HPS9 fixture. Otter Tail Power Company Owned - Seasonal: \$24.14 for 400HPS fixture. Contract period of 10 years.	

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 New Effington New Effington	Street Light	5/1/2002 5/1/2012	Contract period of 10 years.	
City of Oldham Oldham	Street Light	5/15/1992 5/15/2002	Contract period of 10 years.	D
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.	
Village of Stockholm Stockholm	Street Light	6/1/1997 6/1/2007	Municipal Ownership: \$2.58 per month for energy - 150 watt floodlight. Contract period of 10 years.	
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.	

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MAR 31 2003

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION



March 28, 2003

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

RE: SD PUC Dockets EL03-006, EL03-007 and EL03-008, Otter Tail Power Company's Summary of Contracts with Deviations List

Dear Ms. Bonrud:

Enclosed you will find an approved copy's of Otter Tail Power Company's Summary of Contracts with Deviations Sheet No.'s 1, 2 and 3 for your files. The Summary of Contracts with Deviations has an approval date of March 25, 2003, and an effective date of April 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.".

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

Enclosures

Cc: Bernadeen Brutlag, Manager, Regulatory Services

SUMMARY OF CONTRACTS WITH DEVIATIONS

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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.
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City of Elkton Elkton	Street Light	9/1/2002 9/1/2012	Contract period of 10 years.

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MAR 31 2003
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

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**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE FILING BY OTTER)	ERRATA NOTICE
TAIL POWER COMPANY FOR APPROVAL OF)	
TARIFF REVISIONS)	EL03-006

Due to an error in Otter Tail Power Company's filing in the above captioned matter, which was included in the Order dated March 25, 2003, the following is provided as a correction of that error. The description of the tariff sheet relating to Section No. 4 was erroneously described as follows:

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

The correct description is as follows:

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

Dated at Pierre, South Dakota, this 10th day of April, 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>Deldine Kalbs</i></u>
Date: <u>4/10/03</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