

KC1M4

In the Matter of IN THE MATTER OF THE FILING BY
OTTER TAIL POWER COMPANY FOR
APPROVAL OF TARIFF REVISIONS

Public Utilities Commission of the State of South Dakota

DATE	MEMORANDA
5/19 04	<i>Filed and docketed;</i>
5/20 04	<i>Public filing;</i>
7/1 04	<i>Order Approving tariff revisions;</i>
7/1 04	<i>Docket Closed.</i>
8/27 04	<i>Revised tariff sheet.</i>

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

RECEIVED

MAY 19 2004

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSIONVia Regular Mail

May 17, 2004



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 South Shore, SD and Otter Tail Power Company's Summary List of Contracts with Deviations Sheet No. 3. The Municipal Service Agreement for the City of South Shore, SD was updated because the old contract will expire on July 1, 2004. The new agreement does 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 the City of South Shore 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,

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

<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	5/15/2002 5/15/2012	Contract period of 10 years.
City of Ortley Ortley	Street Light	6/1/1997 6/1/2007	Contract period of 10 years.
Town of Peever Peever	Street Light	8/1/1998 8/1/2008	Contract period of 10 years.
Town of Revillo Revillo	Street Light	12/1/1994 12/1/2004	Otter Tail Power Company owned - metered: \$4.25 per HPS9 fixture. Contract period of 10 years.
Town of Rosholt Rosholt	Street Light	1/11/1997 1/11/2007	Contract period of 10 years.
Town of Roslyn Roslyn	Street Light	10/28/1999 10/28/2009	Contract period of 10 years.
Valley Queen Cheese Milbank	Bulk Interruptible	6/1/2004 6/1/2005	See 1st Revised Sheet No. 50.7 Code 42-680
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.

D

MUNICIPAL SERVICE AGREEMENT

1. THIS AGREEMENT, made this 7th day of April, 2004 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 South Shore, 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 July 1, 2004, and terminating July 1, 2005, 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	Fixture	Ownership			Pole		Service		Lamp Renewal By	Monthly Chg. Per Unit
				Pole	Wire		Wood	Metal	O/H	U/G		
51	HPS 9	9,000	OTP	OTP	OTP		X		X		OTP	\$6.90
7	HPS 14	14,000	OTP	OTP	OTP		X		X		OTP	\$10.60
2	400 HPSF	44,000	OTP	OTP	OTP		X		X		OTP	\$17.10

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			
Fire Hall		X	7.5	21814	\$4.50

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:

Edward H. Brown

By *[Signature]*

Title *VP / Cust. Ser.*

MUNICIPALITY

In the presence of:

CITY OF South Shore

By *Robert Grewing*
Mayor

(Municipal Seal)

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

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of May 13, 2004 through May 19, 2004

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: 605-773-3201

ELECTRIC

**EL04-017 In the Matter of the Filing by Homestake Mining Company of California
Regarding a Request for Mediation between Homestake Mining Company
of California and Black Hills Corporation.**

Filing by Homestake Mining Company of a request for mediation regarding determination of the appropriate capacity of Homestake's load for billing purposes.

Staff Analyst: Dave Jacobson
Staff Attorney: Rolayne Wiest
Date Filed: 05/06/04
Intervention Deadline: 05/28/04

**EL04-018 In the Matter of the Filing by Basin Electric Power Cooperative, Inc.
Regarding its Notification of Intent to Apply for a Permit for an Energy
Conversion Facility.**

The Commission has received a notification of intent to submit an application for a Permit for an Energy Conversion Facility from Basin Electric Power Cooperative. The Notice of Intent describes the proposed facility, the projected costs, a list of the chairpersons in the affected area, and the timeline of the project.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Filed: 05/13/04
Intervention Deadline: 06/04/04

**EL04-019 In the Matter of the Filing by Otter Tail Power Company for Approval of
Tariff Revisions.**

On May 19, 2004, Otter Tail Power Company filed for Commission approval Otter Tail Power Company's Summary List of Contracts with Deviations Sheet No. 3. Otter Tail Power is proposing to remove the City of South Shore from the Summary List of Contracts with Deviations. In support of the removal, Otter Tail has submitted a copy of the Municipal Service Agreement for the City of South Shore, SD. The agreement was updated because the old contract will expire on July 1, 2004. The new agreement does not contain any rates, terms, or conditions that would be considered a deviation from Otter Tail Power Company's tariff.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Filed: 05/19/04
Intervention Deadline: 06/04/04

TELECOMMUNICATIONS

TC04-096 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and DIECA Communications, Inc. d/b/a Covad Communications Company.

On May 17, 2004, the Commission received a filing for approval of a Commercial Line-Sharing Amendment to the Interconnection Agreement between Qwest Corporation and DIECA Communications, Inc. d/b/a Covad Communications Company. According to the parties, the Amendment "is made in order to add to the Agreement the terms, conditions and rates for Commercial Line-Sharing." Any party wishing to comment on the Amendment may do so by filing written comments with the Commission and the parties to the Amendment no later than June 7, 2004. Parties to the Amendment may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Rolayne Ailts Wiest
Date Filed: 05/17/04
Initial Comments Due: 06/07/04

**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**

IN THE MATTER OF THE FILING BY OTTER) ORDER APPROVING TARIFF
TAIL POWER COMPANY FOR APPROVAL OF) REVISIONS
TARIFF REVISIONS)
)
) EL04-019

On May 19, 2004, 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 South Shore. A new contract replaces a contract between the parties which terminates on July 1, 2004. 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, Sixth Revised Sheet No. 3, Cancelling Fifth Revised Sheet No. 3

At its June 22, 2004, 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 July 1, 2004.

Dated at Pierre, South Dakota, this 30th day of June, 2004.

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>Delaine Kolbo</u>
Date:	<u>7/1/04</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

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

RECEIVED

AUG 27 2004

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**



August 23, 2004

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

**RE: SD PUC Docket EL04-019 In the Matter of the filing by Otter Tail
Power Company for approval of tariff revisions**

Dear Mr. Jacobson:

Enclosed you will find an approved copy of Otter Tail Power Company's Summary of Contracts with Deviations Sheet No. 3. The Summary of Contracts with Deviations Sheet No. 3 has an approval date of July 1, 2004 and an effective date of July 1, 2004.

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

<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	5/15/2002 5/15/2012	Contract period of 10 years.
City of Ortley Ortley	Street Light	6/1/1997 6/1/2007	Contract period of 10 years.
Town of Peever Peever	Street Light	8/1/1998 8/1/2008	Contract period of 10 years.
Town of Revillo Revillo	Street Light	12/1/1994 12/1/2004	Otter Tail Power Company owned - metered: \$4.25 per HPS9 fixture. Contract period of 10 years.
Town of Rosholt Rosholt	Street Light	1/11/1997 1/11/2007	Contract period of 10 years.
Town of Roslyn Roslyn	Street Light	10/28/1999 10/28/2009	Contract period of 10 years.
Valley Queen Cheese Milbank	Bulk Interruptible	6/1/2004 6/1/2005	See 1st Revised Sheet No. 50.7 Code 42-680
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.

D