



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

RECEIVED  
 JAN 09 2004  
 SOUTH DAKOTA PUBLIC  
 UTILITIES COMMISSION

January 6, 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 20:10:13:20, Otter Tail Power Company respectfully requests permission to file on less than 30 days notice, an updated Municipal Service Agreement for the City of Erwin, 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 Erwin was updated because the old contract will expire on February 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 Erwin be removed from Otter Tail Power Company's Summary List of Contracts with Deviations.

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 Erwin, 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,

Ron Spangler Jr.  
 Supervisor, Revenue Requirements  
 Regulatory Services Department  
[rlspangler@otpco.com](mailto:rlspangler@otpco.com)

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

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RECEIVED EL 04-001

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SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION



January 6, 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 Erwin, SD and Otter Tail Power Company's Summary List of Contracts with Deviations Sheet No.'s 2. The Municipal Service Agreement for the City of Erwin, SD was updated because the old contract will expire on February 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 Erwin 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](mailto: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>
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.
Town of LaBolt Labolt	Street Light	2/7/2003 2/7/2013	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.

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SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

JAN 09 2004

RECEIVED

EL 04-001

**MUNICIPAL SERVICE AGREEMENT**

1. THIS AGREEMENT, made this 15th day of December, 2003 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 Erwin, 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, 2004, and terminating February 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	Ownership			Pole		Service		Lamp Renewal By	Monthly Chg. Per Unit
			Fixture	Pole	Wire	Wood	Metal	O/H	U/G		
17	HPS 9	9,000	OTP	OTP	OTP	X		X		OTP	\$6.90

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		3	026185	Metered

**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.

FROM : DeSmet Otter Tail Power

PHONE NO. : 16058543686

Dec. 31 2003 01:11PM P3

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:

[Signature]

By [Signature]  
BRUCE BERHARDSON

Title Associate General Counsel, Otter Tail Corporation

MUNICIPALITY

In the presence of:

[Signature]

CITY OF Erwin

By [Signature]  
Mayor treasurer

(Municipal Seal)



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

South Dakota Public Utilities Commission

**WEEKLY FILINGS**

For the Period of January 8, 2004 through January 14, 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**

**EL04-001 In the Matter of the Filing by Otter Tail Power Company for Approval of Tariff Revisions.**

Application by Otter Tail Power Company for approval to revise its tariffed Summary List of Contracts with Deviations. The existing contract with the City of Erwin will expire on February 1, 2004. Otter Tail states the new agreement does not contain any deviations from Otter Tail's currently filed tariff and therefore requests that reference to a contract with the City of Erwin be removed from the Summary List of Contracts with Deviations and requests permission to file with less than 30 days notice.

Staff Analyst: Dave Jacobson  
Staff Attorney: Karen Cremer  
Date Docketed: 01/09/04  
Intervention Deadline: 01/19/04

**TELECOMMUNICATIONS**

**TC04-003 In the Matter of the Filing by Midcontinent Communications for Designation as an Eligible Telecommunications Carrier within Qwest Service Areas.**

On January 8, 2004, Midcontinent Communications filed a petition to be designated as an eligible telecommunications carrier (ETC) for purposes of qualifying to obtain federal universal service support in the Qwest Corporation service areas, except Arlington, Chamberlain, Colman, DeSmet, Elk Point, Flandreau, Hill City, Lake Preston, Morristown, Vermillion, Volga-Bruce, Whitewood, and Yankton.

Staff Analyst: Harlan Best  
Staff Attorney: Karen E. Cremer  
Date Docketed: 01/08/04  
Intervention Deadline: 01/30/04

**TC04-004 In the Matter of the Filing for Approval of a Reciprocal Transport and Termination Agreement between Brookings Municipal Utilities d/b/a Swiftel Communications and PrairieWave Telecommunications, Inc.**

On January 9, 2004, the Commission received a Filing for Approval of a Reciprocal Transport and Termination Agreement between Brookings Municipal Utilities d/b/a Swiftel Communications and PrairieWave Telecommunications, Inc. According to the



filing, the parties wish to put in place an arrangement for the mutual exchange and reciprocal compensation of local telecommunications traffic in accord with the 1996 Telecommunications Act, which 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 January 29, 2004. 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: 01/09/04  
Initial Comments Due: 01/29/04

**TC04-005 In the Matter of the Filing for Approval of a Reciprocal Transport and Termination Agreement between Brookings Municipal Utilities d/b/a Swiftel Communications and PrairieWave Community Telephone, Inc.**

On January 9, 2004, the Commission received a Filing for Approval of a Reciprocal Transport and Termination Agreement between Brookings Municipal Utilities d/b/a Swiftel Communications and PrairieWave Community Telephone, Inc. According to the filing, the parties wish to put in place an arrangement for the mutual exchange and reciprocal compensation of local telecommunications traffic in accord with the 1996 Telecommunications Act, which 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 January 29, 2004. 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: 01/09/04  
Initial Comments Due: 01/29/04

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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 TARIFF REVISIONS</b>	) ) ) )	<b>ORDER APPROVING TARIFF REVISIONS  EL04-001</b>
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On January 9, 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 Erwin on less than 30 days notice. A new contract replaces a contract between the parties which terminates on February 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, Eighth Revised Sheet No. 2, Cancelling Seventh Revised Sheet No. 2

At its January 20, 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 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, 2004.

Dated at Pierre, South Dakota, this 28<sup>th</sup> day of January, 2004.

<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>          Dwayne Kolbo          </u>
Date:	<u>          1/28/04          </u>
(OFFICIAL SEAL)	

BY ORDER OF THE COMMISSION:

          Robert K. Sahr            
ROBERT K. SAHR, Chairman

          Gary Hanson            
GARY HANSON, Commissioner