

EL04-002

KC/DJ

EL04-002

DOCKET NO. _____

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
2/2 04	<i>Filed and Docketed;</i>
2/5 04	<i>Weekly Filings;</i>
2/25 04	<i>Order Approving Tariff Revisions;</i>
2/25 04	<i>Docket Closed.</i>
4/9 04	<i>Revised Tariff Page.</i>

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

EL 04-002

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FEB 02 2004

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION



January 27, 2004

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

RECEIVED

FEB 02 2004

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

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 Village of White Rock, SD and Otter Tail Power Company's Summary List of Contracts with Deviations Sheet No. 4. The Municipal Service Agreement for the Village of White Rock, SD was updated because the old contract will expire on March 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 Village of White Rock 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 black ink, appearing to read "Ron Spangler Jr.", written over a white background.

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 Toronto Toronto	Street Light	1/1/1995 1/1/2005	Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.
Town of Trent Trent	Street Light	4/1/1994 4/1/2004	Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.
Village of Twin Brooks Twin Brooks	Street Light	6/1/1997 6/1/2007	Seasonal light on flagpole: \$2.03 Contract period of 10 years.
Town of Ward Ward	Street Light	5/1/2001 5/1/2011	Contract period of 10 years.
City of Waubay Waubay	Street Light	1/2/2003 1/2/2013	Contract period of 10 years. Otter Tail Power Company Owned - Metered: \$4.25 for HPS9 fixture.
Town of Wentworth Wentworth	Street Light	7/1/2002 7/1/2012	Contract period of 10 years.
Valley Queen Cheese Main Plant- Milbank	Bulk Interruptible	1/1/2002 1/1/2007	See 1st Revised Sheet No. 50.7 Code 42-680

D

MUNICIPAL SERVICE AGREEMENT

1. THIS AGREEMENT, made this 15th day of January, 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 Village _____, of White Rock, 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 3-1-2004, and terminating 3-1-2005, 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		
8	MV6	6000	OTP	OTP	OTP	X		X		OTP	\$6.30
1	HPS9	9000	OTP	OTP	OTY	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			

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:

Eric D. [Signature]

By *Paul Heled*
Title *VP Customer Service*

MUNICIPALITY

In the presence of:

Sharon D. Lueker

VILLAGE OF WHITE ROCK, SD
By *Paul B. Rodriguez*
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 29, 2004 through February 4, 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

EL04-002 In the Matter of the Filing by Otter Tail Power Company for Approval of Tariff Revisions.

Application by Otter Tail Power Company (Otter Tail) for approval to revise its tarified Summary List of Contracts with Deviations. The existing contract with the Village of White Rock will expire on March 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 Village of White Rock be removed from the Summary List of Contracts with Deviations. Otter Tail has requested the application be approved with less than 30 days notice.

Staff Analyst: Dave Jacobson
Staff Attorney: Karen Cremer
Date Docketed: 02/02/04
Intervention Deadline: 02/16/04

TELECOMMUNICATIONS

TC04-013 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Santel Communications Cooperative, Inc. (KF)

On February 4, 2004, the Commission received a filing for approval of a Reciprocal Interconnection, Transport and Termination Agreement between Santel Communications Cooperative, Inc. and WWC License, LLC for approval. According to the parties, the Agreement is a negotiated agreement which sets forth the terms, conditions and prices under which (a) the Parties agree to directly interconnect to their respective networks for the purpose of exchanging telecommunications traffic or (b) the Parties will transport and terminate each others telecommunications traffic originated by the other Party and delivered via the network of a Third Party Provider. 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 24, 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: 02/04/04
Initial Comments Due: 02/24/04

TC04-014 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Beresford Municipal Telephone Company.

On February 4, 2004, the Commission received a filing for approval of a Reciprocal Interconnection, Transport and Termination Agreement between Beresford Municipal Telephone Company and WWC License LLC for approval. According to the parties, the Agreement is a negotiated agreement which sets forth the terms, conditions and prices under which (a) the

Parties agree to directly interconnect to their respective networks for the purpose of exchanging telecommunications traffic or (b) the Parties will transport and terminate each others telecommunications traffic originated by the other Party and delivered via the network of a Third Party Provider. 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 24, 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: 02/04/04
Initial Comments Due: 02/24/04

TC04-015 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Faith Municipal Telephone Company.

On February 4, 2004, the Commission received a filing for approval of a Reciprocal Interconnection, Transport and Termination Agreement between Faith Municipal Telephone Company and WWC License LLC for approval. According to the parties, the Agreement is a negotiated agreement which sets forth the terms, conditions and prices under which (a) the Parties agree to directly interconnect to their respective networks for the purpose of exchanging telecommunications traffic or (b) the Parties will transport and terminate each others telecommunications traffic originated by the other Party and delivered via the network of a Third Party Provider. 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 24, 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: 02/04/04
Initial Comments Due: 02/24/04

TC04-016 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Tri-County Telcom, Inc.

On February 4, 2004, the Commission received a filing for approval of a Reciprocal Interconnection, Transport and Termination Agreement between Tri-County Telecom, Inc. and WWC License LLC for approval. According to the parties, the Agreement is a negotiated agreement which sets forth the terms, conditions and prices under which (a) the Parties agree to directly interconnect to their respective networks for the purpose of exchanging telecommunications traffic or (b) the Parties will transport and terminate each others telecommunications traffic originated by the other Party and delivered via the network of a Third Party Provider. 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 24, 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: 02/04/04
Initial Comments Due: 02/24/04

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You may subscribe or unsubscribe to the PUC mailing lists at <http://www.state.sd.us/puc>**

EL04-002

Jacobson, David

From: RLSpangler@otpc.com
Sent: Thursday, February 05, 2004 2:47 PM
To: David.jacobson@state.sd.us
Subject: Otter Tail Power Company Summary List of Contracts with Deviations, Village of White Rock, SD

Dave,

Per our phone conversation this afternoon.

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 Village of White Rock, SD and Otter Tail Power Company's revised Summary List of Contracts with Deviations.

When I received the signed copy of the Municipal Service Agreement, I discovered that the Village of White Rock had signed the Agreement on the incorrect lines. I believed that we had enough time to have the agreement resigned and file more than thirty days prior to the renewal date. However, due to the timing of mailing the filing, it was not received by the Commission more than 30 days prior to the renewal date of March 1, 2004.

The Municipal Service Agreement for the Village of White Rock, SD was updated because the old contract will expire on March 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.

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. Otter Tail Power Company also respectfully requests that the Village of White Rock, SD 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.

Ron Spangler Jr.

Supervisor, Revenue Requirements
Regulatory Services Department
Otter Tail Power Company
Phone: 218-739-8838
Fax: 218-739-8973
Email: rlspangler@otpc.com

2/5/2004

**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)
)
) **EL04-002**

On February 2, 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 White Rock. On February 5, 2004, the Commission received a request from Otter Tail by electronic mail that the filing be approved on less than 30 days notice. A new contract replaces a contract between the parties which terminates on March 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, Seventh Revised Sheet No. 4, Cancelling Sixth Revised Sheet No. 4

At its February 17, 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 March 1, 2004.

Dated at Pierre, South Dakota, this 25th day of February, 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: Melaine Kolbo

Date: 2/26/04

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

Robert K. Sahr

ROBERT K. SAHR, Chairman

Gary Hanson

GARY HANSON, Commissioner

James A. Berg

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 25, 2004.

<u>CUSTOMER</u>	<u>CLASS OF SERVICE</u>	<u>EXECUTION AND EXPIRATION DATES</u>	<u>NON-STANDARD RATES</u>
Town of Toronto Toronto	Street Light	1/1/1995 1/1/2005	Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.
Town of Trent Trent	Street Light	4/1/1994 4/1/2004	Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.
Village of Twin Brooks Twin Brooks	Street Light	6/1/1997 6/1/2007	Seasonal light on flagpole: \$2.03 Contract period of 10 years.
Town of Ward Ward	Street Light	5/1/2001 5/1/2011	Contract period of 10 years.
City of Waubay Waubay	Street Light	1/2/2003 1/2/2013	Contract period of 10 years. Otter Tail Power Company Owned - Metered: \$4.25 for HPS9 fixture.
Town of Wentworth Wentworth	Street Light	7/1/2002 7/1/2012	Contract period of 10 years.
Valley Queen Cheese Main Plant- Milbank	Bulk Interruptible	1/1/2002 1/1/2007	See 1st Revised Sheet No. 50.7 Code 42-680

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APR 09 2004

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

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