

EL 04 - 005

KC/DJ

EL 04 - 005

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
<i>2/13 04</i>	<i>Filed and docketed;</i>
<i>2/19 04</i>	<i>Keekley Filing;</i>
<i>4/5 04</i>	<i>Order Approving Tariff Revisions;</i>
<i>4/5 04</i>	<i>Docket Closed.</i>
<i>4/9 04</i>	<i>Revised Tariff Page.</i>

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

EL 04-005

Via Fax and Overnight Delivery

February 13, 2004



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

RECEIVED

FEB 17 2004

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

Dear Ms. Bonrud:

FAX Received FEB 13 2004

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 Milbank, SD and Otter Tail Power Company's Summary List of Contracts with Deviations Sheet No. 2. The Municipal Service Agreement for the City of Milbank, SD was updated because the old contract will expire on March 14, 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 Milbank 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 that reads "Ron Spangler Jr." with a stylized flourish at the end.

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

D

**MUNICIPAL SERVICE AGREEMENT**

1. THIS AGREEMENT, made this 5<sup>th</sup> day of February, 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 Milbank, 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 March 14, 2004, and terminating March 14, 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		
299	HPS 9	9,000	OTP	OTP	OTP	OTP		X		OTP	\$6.90
4	HPS 9PT	9,000	OTP	OTP	OTP	OTP		X		OTP	\$8.37
21	HPS 44	44,000	OTP	OTP	OTP	OTP		X		OTP	\$17.20
24	HPS 14	14,000	OTP	OTP	OTP	OTP		X		OTP	\$10.60
1	400 HPSF	44,000	OTP	OTP	OTP	OTP		X		OTP	\$17.10
43	HPS 23	23,000	OTP	OTP	OTP	OTP		X		OTP	\$13.90
2	400 MAF	30,000	OTP	OTP	OTP	OTP		X		OTP	\$16.70
1	Sign Lighting	150 Watt	City		City				X	City	\$2.63
2	Sign Lighting	500 Watt	City		City				X	City	\$8.75

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			
South Main St		X	10	007097	\$6.00

**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:

Ethel H. Baroni

By Paul Howard

Title VP / Customer Service

MUNICIPALITY

In the presence of:

Joseph Joseph

CITY OF \_\_\_\_\_

By Joseph Joseph  
Mayor

(Municipal Seal)

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

**South Dakota Public Utilities Commission**

**WEEKLY FILINGS**

**For the Period of February 12, 2004 through February 18, 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**

**EL04-005 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 tariffed Summary List of Contracts with Deviations. The existing contract with the City of Milbank will expire on March 14, 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 Milbank be removed from the Summary List of Contracts with Deviations.

Staff Analyst: Dave Jacobson  
Staff Attorney: Karen Cremer  
Date Filed: 02/13/04  
Intervention Deadline: 03/05/04

**TELECOMMUNICATIONS**

**TC04-025 In the Matter of the Petition of Kennebec Telephone Company for Suspension or Modification of 47 U.S.C. Section 251(b)(2) of the Communications Act of 1934 as Amended.**

On February 12, 2004, Kennebec Telephone Company (Kennebec) filed a petition seeking suspension or modification of its requirement to implement local number portability (LNP) pursuant to Section 251(b)(2) of the Telecommunications Act of 1996. According to Kennebec, it has received requests to deploy LNP from Celco Partnership d/b/a Verizon Wireless and from Western Wireless Corporation d/b/a CellularOne. Kennebec states that it is a small telephone company that serves less than two percent of the nation's subscriber lines installed in the aggregate nationwide, therefore under Section 251(f)(2) Kennebec may petition the Commission for suspension or modification of its obligation to implement LNP within six months of a request to deploy LNP. Kennebec "requests the Commission to (1) issue an interim order that suspends any obligation that may exist for Kennebec to provide LNP until six months after entry of a final order herein; (2) issue a final order that grants a permanent suspension for Kennebec's obligation to implement LNP until conditions are met as described herein; and (3) grant Kennebec such other and further relief that may be proper."

Staff Analyst: Harlan Best  
Staff Attorney: Karen Cremer  
Date Filed: 02/12/04  
Intervention Deadline: 03/05/04

**TC04-026 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and 1-800-RECONEX, Inc.**

On February 17, 2004, the Commission received a Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and 1-800-RECONEX, Inc. According to the parties, the Amendment is made in order to add UNE-P PAL language to the Agreement as outlined in the Amendment. The original Agreement was approved by the Commission in Docket

TC01-069 on July 27, 2001. 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 8, 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 Filed: 02/17/04  
Initial Comments Due: 03/08/04

**TC04-027 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Stockholm-Strandburg Telephone Company.**

On February 17, 2004, the Commission received a Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Stockholm-Strandburg Telephone Company. According to the parties, the Agreement is a negotiated agreement between the parties for the purpose of putting in place an arrangement for the mutual exchange and reciprocal compensation of telecommunications traffic in accordance with Section 251(b)(5) of the Telecommunications Act of 1996. 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 8, 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 Filed: 02/17/04  
Initial Comments Due: 03/08/04

**TC04-028 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Western Telephone Company.**

On February 17, 2004, the Commission received a Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Western Telephone Company. According to the parties, the Agreement is a negotiated agreement between the parties for the purpose of putting in place an arrangement for the mutual exchange and reciprocal compensation of telecommunications traffic in accordance with Section 251(b)(5) of the Telecommunications Act of 1996. 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 8, 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 Filed: 02/17/04  
Initial Comments Due: 03/08/04

**TC04-029 In the Matter of the Application of Southwestern Bell Communications Services Inc. d/b/a SBC Long Distance for a Certificate of Authority to Provide Local Exchange Services in South Dakota.**

On February 18, 2004, Southwestern Bell Communications Services Inc. d/b/a SBC Long Distance filed an application for a Certificate of Authority to provide Telecommunications Services in South Dakota. Southwestern Bell Communications Services intends to provide resold and facilities-based local exchange and exchange access services throughout the area in the State of South Dakota currently served by Qwest Corporation. The applicant's services, include, but are not limited to basic local exchange service, custom calling features, CLASS services and data services. The applicant also proposes to provide exchange access services to interconnecting carriers.



Staff Analyst: Michele Farris  
Staff Attorney: Karen Cremer  
Date Filed: 02/18/04  
Intervention Deadline: 03/05/04

**TC04-030 In the Matter of Qwest Corporation's Modification to Exhibit B to the Statement of Generally Available Terms and Conditions.**

On February 18, 2004, Qwest Corporation filed an Updated Exhibit B, the Performance Indicator Definitions (PIDs) to the Statement of Generally Available Terms and Conditions (SGAT). Qwest modified Exhibit B for administrative changes, corrected PO-16, Timely Release Notifications, and updated certain subparts to GA-1, Gateway Availability -- IMA-GUI. Qwest requests that the Commission permit the amended Exhibit B to go into effect no longer than 60 days after submission in accordance with 47 U.S.C. Section 252(f)(3). Qwest further requests that the Commission deem this revised Exhibit B to modify the SGAT and existing interconnection agreements that currently contain the PIDs as an exhibit.

Staff Analyst: Harlan Best  
Staff Attorney: Karen E. Cremer  
Date Filed: 02/18/04  
Intervention Deadline: 03/05/04

**TC04-031 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and West River Telecommunications Cooperative.**

On February 18, 2004, the Commission received a Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC (Western Wireless) and West River Telecommunications Cooperative. According to the parties, the Agreement is a negotiated agreement between the parties for the purpose of putting in place an arrangement for the mutual exchange and reciprocal compensation of telecommunications traffic in accordance with Section 251(b)(5) of the Telecommunications Act of 1996. 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 9, 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 Filed: 02/18/04  
Initial Comments Due: 03/09/04

**TC04-032 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Cheyenne River Sioux Tribe Telephone Authority.**

On February 18, 2004, the Commission received a Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Cheyenne River Sioux Tribe Telephone Authority. According to the parties, the Agreement is a negotiated agreement between the parties for the purpose of putting in place an arrangement for the mutual exchange and reciprocal compensation of telecommunications traffic in accordance with Section 251(b)(5) of the Telecommunications Act of 1996. 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 9, 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 Filed: 02/18/04  
Initial Comments Due: 03/09/04

**TC04-033 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Venture Communications Cooperative.**

On February 18, 2004, the Commission received a Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Venture Communications Cooperative. According to the parties, the Agreement is a negotiated agreement between the parties for the purpose of putting in place an arrangement for the mutual exchange and reciprocal compensation of telecommunications traffic in accordance with Section 251(b)(5) of the Telecommunications Act of 1996. 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 9, 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 Filed: 02/18/04  
Initial Comments Due: 03/09/04

**TC04-034 In the Matter of the Request for a Confidentiality Determination in Accordance with ARSD 20:10:01:42.**

On February 18, 2004, the Commission received a request from staff for a confidentiality determination in accordance with ARSD 20:10:01:42. According to the request, staff is attempting to make claims on the bond proceeds of S&S Communications (S&S). In order to make these claims, staff must provide information to the bonding companies which has been filed as confidential. S&S refuses to permit the release of information filed as confidential to any bonding company that does not sign a confidentiality agreement. The companies have provided staff with Indemnity Agreements signed by S&S which they claim gives them a right to see the information. Neither company has signed the confidentiality agreement. Staff has requested that the Commission make a determination that the information should not be treated as confidential on the basis that the information was not filed in compliance with the provisions of ARSD 20:10:01:41, S&S cannot meet the burden established in ARSD 20:10:01:43 and that the Indemnity Agreements that S&S signed with the bonding companies constitute a waiver of confidentiality as to those companies.

Staff Attorney: Kelly Frazier  
Date Filed: 02/18/04

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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**

**IN THE MATTER OF THE FILING BY OTTER ) ORDER APPROVING TARIFF  
TAIL POWER COMPANY FOR APPROVAL OF ) REVISIONS  
TARIFF REVISIONS )  
)** **EL04-005**

On February 13, 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 Milbank. A new contract replaces a contract between the parties which terminates on March 14, 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, Ninth Revised Sheet No. 2, Cancelling Eighth Revised Sheet No. 2

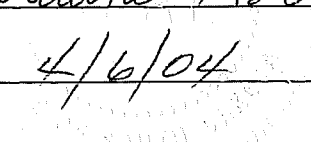
At its March 23, 2004, meeting, the Commission considered the request for approval of the revised tariff sheet. Commission Staff recommended approval.

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 March 14, 2004.

Dated at Pierre, South Dakota, this 5<sup>th</sup> day of April, 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>Melaine Kolbo</u>
Date:	<u>4/6/04</u>
 (OFFICIAL SEAL)	

BY ORDER OF THE COMMISSION:

Robert K. Sahr

ROBERT K. SAHR, Chairman

Gary Hanson

GARY HANSON, Commissioner

SUMMARY OF CONTRACTS WITH DEVIATIONS

<u>CUSTOMER</u>	<u>CLASS OF SERVICE</u>	<u>EXECUTION AND EXPIRATION DATES</u>	<u>NON-STANDARD RATES</u>
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**RECEIVED**

APR 09 2004

**SOUTH DAKOTA PUBLIC UTILITIES COMMISSION**

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