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

.

## Via Regular Mail

April 28, 2004



RECEIVED

MAY 0 4 2004

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

SOUTH DAKOTA PURILOUTILITIES 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 City of Lake Norden, SD and Otter Tail Power Company's Summary List of Contracts with Deviations Sheet No. 2. The Municipal Service Agreement for the City of Lake Norden, SD was updated because the old contract will expire on June 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 Lake Norden 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

Section No. 4 Eleventh Revised Sheet No. 2 Canceling Tenth Rev. Sheet No.2

D

| <u>CUSTOMER</u><br>City of Gary<br>Gary | CLASS OF<br><u>SERVICE</u><br>Street Light | EXECUTION AND EXPIRATION DATES 12/9/2000 12/9/2010 | NON-STANDARD RATES  Municipal Ownership: \$6.25 per month for HPS9 fixtures.  Contract period of 10 years. |
|-----------------------------------------|--------------------------------------------|----------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| City of Grenville<br>Grenville          | Street Light                               | 6/1/1997<br>6/1/2007                               | Contract period of 10 years.                                                                               |
| Town of LaBolt<br>Labolt                | Street Light                               | 2/7/2003<br>2/7/2013                               | Contract period of 10 years.                                                                               |
| Village of Marvin                       | Street Light                               | 7/2/1994<br>7/2/2004                               | Contract period fo 10 years.                                                                               |

#### MUNICIPAL SERVICE AGREEMENT

- 1. THIS AGREEMENT, made this \_\_\_\_7<sup>th</sup>\_ 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 \_\_Lake Norden\_, \_\_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 <u>June 1, 2004</u>, and terminating <u>June 1, 2005</u>, 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:

|        |        |        | 0       | wnersh | ip   | Po   | ole   | Ser | vice |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
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| No. of |        |        |         |        |      |      |       |     |      | Lamp       | Monthly Chg.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Units  | Туре   | Lumens | Fixture | Pole   | Wire | Wood | Metal | O/H | U/G  | Renewal By | Per Unit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 57     | HPS 9  | 9000   | OTP     | OTP    | OTP  | X    |       | X   |      | OTP        | \$6.90                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 9      | HPS 44 | 44000  | OTP     | OTP    | OTP  | X    |       | X   |      | OTP        | \$17.20                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
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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   | Mete<br>Yes |          | Horsepower | Account<br>Number                       | Billing<br>Amount |
|------------|-------------|----------|------------|-----------------------------------------|-------------------|
| Fire Siren |             | X        | 6          | 44298                                   | \$3.60            |
|            |             | <u> </u> |            | , , , , , , , , , , , , , , , , , , , , |                   |
|            |             |          |            |                                         |                   |
|            |             |          |            |                                         |                   |

#### **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

By

Title

MUNICIPALITY

CITY OF LAKE MORDEN

Mayor

In the presence of:

Delivres Kungus

(Municipal Seal)

| (For Company use only)    | Date | Ву |
|---------------------------|------|----|
| Entered to Billing Record |      |    |

# South Dakota Public Utilities Commission WEEKLY FILINGS

For the Period of April 29, 2004 through May 5, 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**

EL04-014 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 Lake Norden will expire on June 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 Lake Norden be removed from the Summary List of Contracts with Deviations.

Staff Analyst: Dave Jacobson Staff Attorney: Karen Cremer

Date Filed: 05/04/04

Intervention Deadline: 05/21/04

#### **TELECOMMUNICATIONS**

TC04-086 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and Sprint Communications Company L.P.

On April 30, 2004, the Commission received a filing for approval of a Qwest DSL (with discount) provided with UNE-P Amendment to the Interconnection Agreement between Qwest Corporation and Sprint Communications Company, LP. According to the parties, the Amendment adds terms, conditions and rates for Qwest DSL (with discount) provided with UNE-P. 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 May 20, 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: 04/30/04

Initial Comments Due: 05/20/04

TC04-087 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and Midcontinent Communications.

On April 30, 2004, the Commission received a filing for approval of a Special Promotion Amendment for Available Inventory Collocation Sites to the Interconnection Agreement between Qwest Corporation and Midcontinent Communications. According to the parties, the Amendment provides, for a limited time, promotional rates for Available Inventory Collocations on Available Inventory Sites. 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 May 20, 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: 04/30/04

Initial Comments Due: 05/20/04

TC04-088 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and Midcontinent Communications.

On April 30, 2004, the Commission received a filing for approval of a Collocation Available Inventory Amendment to the Interconnection Agreement between Qwest Corporation and Midcontinent Communications. According to the parties, the Amendment adds terms, conditions and rates for Collocation Available Inventory. 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 May 20, 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: 04/30/04

Initial Comments Due: 05/20/04

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

#### Ron:

This docket has been placed on the June 8, 2004, Commission meeting agenda. The only item that needs attention at this point is the numeration of the tariff sheet submitted. The correct notation on the tariff sheet for this filing should be

"Twelfth Revised Sheet No. 2, Canceling Eleveth Rev. Sheet No. 2, and the docket number in the lower right corner of the sheet should be EL04-014. The effective date will be June 1, 2004.

If you have any questions, please contact me at the Commission.

Dave Jacobson

### Jacobson, David

Dave.

Lets try this one. Please let me know if the file does not come through.

Sorry for the confusion.

# Ron Spangler Jr.

Supervisor, Revenue Requirements Regulatory Services Department Otter Tail Power Company

Phone: 218-739-8838 Fax: 218-739-8973

Email: rlspangler@otpco.com

----Original Message----From: Spangler, Ron

Sent: Thursday, June 03, 2004 9:13 AM

To: 'David.Jacobson@state.sd.us'

**Subject:** RE: EL04-014 Lake Norden contract with dev.

Dave,

Thank you for catching the errors on sheet number 2 that I filed. I have made the necessary adjustments as you pointed out and I also made an adjustment to sheet number 2 for the Village of Marvin filing. In that filing I carried the revision numbering forward from the City of Lake Norden filing. Please let me know if there is anything else that you need.



Book1.xls

# Ron Spangler Jr.

Supervisor, Revenue Requirements Regulatory Services Department Otter Tail Power Company

Phone: 218-739-8838 Fax: 218-739-8973

Email: rlspangler@otpco.com

----Original Message----

From: David.Jacobson@state.sd.us [mailto:David.Jacobson@state.sd.us]

Sent: Wednesday, June 02, 2004 11:29 AM

To: Spangler, Ron

Subject: EL04-014 Lake Norden contract with dev.

| Bernadeen Brutlag, Manager, Regulatory Services, | Otter Tail Power Company |
|--------------------------------------------------|--------------------------|

Effective: June 1, 2004 Order Date: Docket No.:EL04-014

| NON-STANDARD RATES<br>Municipal Ownership: \$6.25 per month for HPS9 fixtures.<br>Contract period of 10 years. | ń                              | ri.                          | ri.                          |
|----------------------------------------------------------------------------------------------------------------|--------------------------------|------------------------------|------------------------------|
| NO<br>Municipal Ownership: \$6.25<br>Contract period of 10 years.                                              | Contract period of 10 years.   | Contract period of 10 years. | Contract period fo 10 years. |
| EXECUTION AND EXPIRATION DATES 12/9/2010                                                                       | 6/1/1997<br>6/1/2007           | 2/7/2003<br>2/7/2013         | 7/2/1994                     |
| CLASS OF<br><u>SERVICE</u><br>Street Light                                                                     | Street Light                   | Street Light                 | Street Light                 |
| <u>CUSTOMER</u><br>City of Gary<br>Gary                                                                        | City of Grenville<br>Grenville | Town of LaBolt<br>Labolt     | Village of Marvin            |

7/2/2004

# 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                     | ) | en e |
|                                      | ) | EL04-014                                 |

On May 4, 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 Lake Norden. A new contract replaces a contract between the parties which terminates on June 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, Twelfth Revised Sheet No. 2, Cancelling Eleventh Revised Sheet No. 2

At its June 8, 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 June 1, 2004.

Dated at Pierre, South Dakota, this \_\_\_\_i \ \_\_\_ day of June, 2004.

BY ORDER OF THE COMMISSION:

## Jacobson, David

From: RLSpangler@otpco.com

Sent: Monday, June 21, 2004 5:41 PM

To: David.Jacobson@state.sd.us

Subject: RE: Final tariff sheet EL04-014

Sorry about that Dave. I must have grabbed an old file when I created the approved tariff sheet. Attached is a corrected copy of the tariff sheet.

# Ron Spangler Jr.

Supervisor, Revenue Requirements Regulatory Services Department Otter Tail Power Company

Phone: 218-739-8838 Fax: 218-739-8973

Email: rlspangler@otpco.com

----Original Message----

From: David.Jacobson@state.sd.us [mailto:David.Jacobson@state.sd.us]

Sent: Monday, June 21, 2004 5:00 PM

To: Spangler, Ron

Subject: Final tariff sheet EL04-014

#### Ron:

I received the final tariff today you submitted for this docket. Unfortunately, the pagination shown in the upper right hand corner of the sheet reflects that which was originally filed (eleventh revised cancelling tenth....), instead of the corrected pagination we agreed upon (twelfth revised cancelling eleventh revised). Otherwise, the tariff looks fine. I will wait for the corrected sheet before closing out activity on this filing. If you have any questions, please contact me.

Thanks.

Dave Jacobson

Otter Tail Power Company, a division of Otter Tail Corporation Fergus Falls, Minnesota

#### SUMMARY OF CONTRACTS WITH DEVIATIONS

Section No. 4 Twelfth Revised Sheet No. 2 Canceling Eleventh Rev. Sheet No.2

D

|                                |                     | EXECUTION<br>AND           |                                                          |
|--------------------------------|---------------------|----------------------------|----------------------------------------------------------|
| CUSTOMER                       | CLASS OF<br>SERVICE | EXPIRATION<br><u>DATES</u> | NON-STANDARD RATES                                       |
| City of Gary                   | Street Light        | 12/9/2000                  | Municipal Ownership: \$6.25 per month for HPS9 fixtures. |
| Gary                           | ·                   | 12/9/2010                  | Contract period of 10 years.                             |
| City of Grenville<br>Grenville | Street Light        | 6/1/1997<br>6/1/2007       | Contract period of 10 years.                             |
| Town of LaBolt<br>Labolt       | Street Light        | 2/7/2003<br>2/7/2013       | Contract period of 10 years.                             |
| Village of Marvin              | Street Light        | 7/2/1994<br>7/2/2004       | Contract period fo 10 years.                             |