

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

Via Regular Mail

April 28, 2004



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

RECEIVED

MAY 04 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 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,

A handwritten signature in black ink that reads "Ron Spangler Jr." in a cursive style.

Ron Spangler Jr.
Supervisor, Revenue Requirements
Regulatory Services Department
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 LaBolt Labolt | Street Light | 2/7/2003 2/7/2013 | Contract period of 10 years. |
| Village of Marvin | Street Light | 7/2/1994 7/2/2004 | Contract period fo 10 years. |

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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 Siren | | X | 6 | 44298 | \$3.60 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

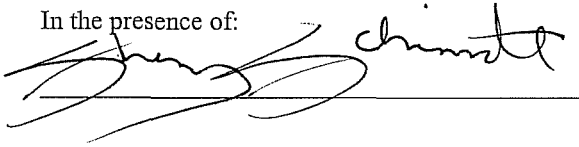
GENERAL PROVISIONS

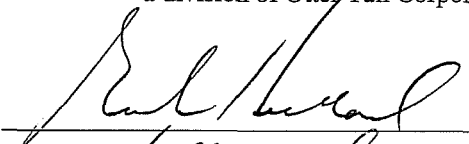
14. Otter Tail Power shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause, but this shall not be construed to exempt Otter Tail Power from liability for negligence.
15. In case 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:



By 

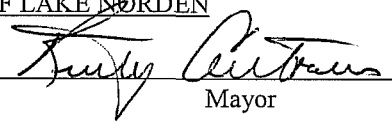
Title VP Const. Sr.

MUNICIPALITY

In the presence of:

Delores Kungas

CITY OF LAKE NORDEN

By 

Mayor

(Municipal Seal)

| (For Company use only) | Date | By |
|---------------------------|------|----|
| 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

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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 Eleventh 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@otpc.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@otpc.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.

SUMMARY OF CONTRACTS WITH DEVIATIONS

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

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| Village of Marvin | Street Light | 7/2/1994 7/2/2004 | Contract period to 10 years. |

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Jacobson, David

From: RLSpangler@otpc.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@otpc.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

SUMMARY OF CONTRACTS WITH DEVIATIONS

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