

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

Via Fax and Regular Mail

December 15, 2004



RECEIVED

DEC 17 2004

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

SOUTH DAKOTA PUBLIC
 UTILITIES COMMISSION

FAX Received DEC 14 2004

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 Clear Lake, SD and Otter Tail Power Company's Summary List of Contracts with Deviations Sheet No. 1. The Municipal Service Agreement for the City of Clear Lake, SD was updated because the old contract will expire on January 15, 2005. 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 Clear Lake 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@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>	
Town of Astoria Astoria	Street Light	6/1/1995 6/1/2005	Contract period of 10 years.	
City of Britton Britton	Street Light	11/24/2001 11/24/2011	Municipal Ownership: \$7.70 per month for HPS23 fixtures and \$10.92 per month for HPS44 fixtures. Contract period of 10 years	
Town of Brandt Brandt	Street Light	7/1/2002 7/1/2012	Contract period of 10 years.	
Town of Bushnell Bushnell	Street Light	10/1/2002 10/1/2012	Contract period of 10 years.	
City of Corona Corona	Street Light	6/1/1997 6/1/2007	Contract period of 10 years.	D
City of DeSmet DeSmet	Street Light	2/1/2003 2/1/2013	Municipal Ownership: \$9.72 per month for HPS23 fixtures (city owns poles), \$7.09 per month for HPS23 fixtures (city owns fixtures and poles) and \$9.91 per month for HPS44 fixtures. Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Otter Tail Power Company Owned - Metered: \$4.25 for HPS9 fixture. Contract period of 10 years.	
Town of Eden Eden	Street Light	10/26/2002 10/26/2012	Contract period of 10 years.	
City of Elkton Elkton	Street Light	9/1/2002 9/1/2012	Contract period of 10 years.	

MUNICIPAL SERVICE AGREEMENT

1. THIS AGREEMENT, made this 2nd day of December, 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 Clear Lake, 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 January 15, 2005, and terminating January 15, 2006, 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		
139	HPS 9	9,000	OTP	OTP	OTP	OTP		OTP		OTP	\$6.90
1	400 HPS	44,000	OTP	OTP	OTP	OTP		OTP		OTP	\$17.10
6	HPS 23	23,000	OTP	OTP	OTP	OTP		OTP		OTP	\$13.90
1	400 MVF	44,000	OTP	OTP	OTP	OTP		OTP		OTP	\$15.65
23	HPS 44*	44,000	CITY	CITY	CITY	CITY		CITY		CITY	\$9.66**
*City owned											
** Energy Only Charge	** No maintenance										

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:

Sherry Schmitt

By *Richard*

Title *VP Customer Service*

MUNICIPALITY

In the presence of:

Marianne Buback
Finance Officer

City of Clear Lake

By *Alan Seese*
Mayor

(Municipal Seal)

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

**South Dakota Public Utilities Commission
WEEKLY FILINGS**

For the Period of December 9, 2004 through December 15, 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

EL04-039 In the Matter of the Joint Request for an Electric Service Rights Exception between Xcel Energy, Inc. and Sioux Valley-Southwestern Electric Cooperative, Inc. d/b/a Sioux Valley Energy.

On December 14, 2004, Xcel Energy filed for Commission approval a Service Territory Exception Agreement between Northern States Power Company, d/b/a Xcel Energy, Inc. and Sioux Valley-Southwestern Electric Cooperative, Inc. d/b/a Sioux Valley Energy. The agreement seeks an exception to the existing service territory near Sioux Falls, SD in order to provide for an efficient electrical connection to a SD DOT "Dynamic Message Board." The sign is located within Xcel Energy's service territory, but because of proximity will be better connected to the Sioux Valley Energy's power system nearby. The location of the sign is on the south side of I90 about 1.375 miles east of the intersection of I229 and I90 near Sioux Falls, SD located in the SW 1/4 of Section 25 of Mapleton Township 102N, Range 49W in Minnehaha County. The agreement will automatically terminate upon removal or abandonment of the sign.

Staff Analyst: Michele Farris
Staff Attorney: Karen E. Cremer
Date Filed: 12/14/04
Intervention Deadline: 12/30/04

EL04-040 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 Clear Lake will expire on January 15, 2005. 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 Clear Lake be removed from the Summary List of Contracts with Deviations.

Staff Analyst: Dave Jacobson
Staff Attorney: Sara Harens
Date Filed: 12/14/04
Intervention Deadline: 12/30/04

TELECOMMUNICATIONS

TC04-260 In the Matter of the Application of Budget Phone, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Services and Local Exchange Services in South Dakota.

On December 14, 2004, Budget Phone, Inc. filed an application seeking a Certificate of Authority to provide interexchange services throughout South Dakota and local exchange services in the areas served by any LECs that are not eligible for a small or rural carrier exemption pursuant to Section 254(f)(1) of the federal act. The Applicant intends to offer resold interexchange and local exchange services utilizing the UNE-P platform.

Staff Analyst: Keith Senger
Staff Attorney: Sara Harens
Date Docketed: 12/14/04
Intervention Deadline: 12/30/04

TC04-261 In the Matter of the Filing by Qwest Corporation for Approval of Revisions to its Access Service Tariff.

On December 15, 2004, Qwest Corporation filed to add Optical DS3 Entrance Facility to its Access Service Tariff. The filing would mirror the current F.C.C. No. 1 Switched Access Tariff by adding a monthly recurring rate element to the intrastate Access Service Tariff for Optical DS3 Entrance Facility. Qwest Corporation requests this filing become effective January 12, 2005.

Staff Analyst: Harlan Best
Staff Attorney: Karen E. Cremer
Date Filed: 12/15/04
Intervention Deadline: 12/30/04

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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)
)
) **EL04-040****

On December 14, 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 Clear Lake. A new contract replaces a contract between the parties which terminates on January 15, 2005. 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, Fifteenth Revised Sheet No. 1, Canceling Fourteenth Revised Sheet No. 1.

At its January 10, 2005, 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 January 15, 2005.

Dated at Pierre, South Dakota, this 11th day of January, 2005.

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 Kalbo

Date: 1/12/05

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

Robert K. Sahr

ROBERT K. SAHR, Chairman

Gary Hanson

GARY HANSON, Commissioner

Dustin M. Johnson

DUSTIN M. JOHNSON, Commissioner

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JAN 24 2005



January 20, 2005

David Jacobson, Utility Analyst
South Dakota Public Utilities Commission
State Capitol
500 East Capitol Street
Pierre, SD 57501-5070

**RE: SD PUC Docket EL04-040 In the Matter of the filing by Otter Tail
Power Company for approval of tariff revisions**

Dear Mr. Jacobson:

Enclosed you will find an approved copy of Otter Tail Power Company's Summary of Contracts with Deviations Sheet No. 1. The Summary of Contracts with Deviations Sheet No. 1 has an approval date of January 10, 2005 and an effective date of January 15, 2005.

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

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