

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
11/24 03	Filed and Docketed;
11/26 03	Weekly Filing;
1/16 04	Order Approving Tariff Revisions;
1/16 04	Docket Closed.

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



November 21, 2003

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

**RECEIVED**

NOV 24 2003

**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 Castlewood, SD and Otter Tail Power Company's Summary List of Contracts with Deviations Sheet No.'s 1. The Municipal Service Agreement for the City of Castlewood, SD was updated because the old contract will expire on January 15, 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 Castlewood 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@otpco.com](mailto: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 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
City of Bruce Bruce	Street Light	11/1/1994 11/1/2004	Streetlight Change-out Program: \$6.30 for HPS9 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 Clear Lake Clear Lake	Street Light	1/15/1995 1/15/2005	Municipal Ownership: \$9.78 for HPS400 fixtures. Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.
City of Corona Corona	Street Light	6/1/1997 6/1/2007	Contract period of 10 years.
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.

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**MUNICIPAL SERVICE AGREEMENT**

1. THIS AGREEMENT, made this 4<sup>th</sup> day of November, 2003 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 Castlewood, 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, 2004, and terminating January 15, 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		
102	HPS9	9,000	OTP	OTP	OTP	X		X		OTP	\$6.90
23	HPS44	44,000	OTP	OTP	OTP	X		X		OTP	\$17.20
16	HPS23	23,000	OTP	OTP	OTP	X		X		OTP	\$13.90
1	400 HPSF	44,000	OTP	OTP	OTP	X		X		OTP	\$17.10

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			
City Hall	X		5.0	031307	Metered

**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 *Cl M P*

Title *President*

MUNICIPALITY

In the presence of:

*Sheila Girhold*

CITY OF *Castlewood*

By *[Signature]*  
Mayor

(Municipal Seal)

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

**South Dakota Public Utilities Commission**  
**WEEKLY FILINGS**  
**For the Period of November 20, 2003 through November 26, 2003**

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

**CONSUMER COMPLAINTS**

**CT03-157     In the Matter of the Complaint filed by Kevin Clarke, Wessington, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant states that he purchased a seven-year pre-paid long distance service plan on 1/17/00. Service was terminated without notice in early June of 2003. Complainant seeks to be reimbursed for the pre-paid service not provided.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 11/26/03  
Intervention deadline: N/A

**ELECTRIC**

**EL03-030     In the Matter of the Joint Request for an Electric Service Territory Boundary Change between Clay-Union Electric Corporation and the City of Vermillion.**

The City of Vermillion and Clay-Union Electric Corporation have filed a joint request for a change in service territory from Clay-Union Electric to the City of Vermillion. The agreement for the transfer of territory was necessary as a result of annexation by the City of Vermillion. The area currently involves one active service. The territory to be changed includes the East half of the Northwest quarter of Section 13, Township 92 North, Range 52 West of the 5th P.M. Clay County, South Dakota, except Lots 1, 2, 3, and 4, Block 4, Johnson's Addition; the South 825 feet of the Southeast quarter of the Northwest quarter of said Section 13; and Lot H-1 in the Northeast quarter of the Northwest quarter of said Section 13. The City of Vermillion annexed this property into the city limits of Vermillion on May 5, 2003.

Staff Analyst: Michele Farris  
Staff Attorney: Karen Cremer  
Date Docketed: 11/21/03  
Intervention Deadline: 12/12/03

**EL03-031     In the Matter of the Filing by Otter Tail Power Company for Approval of Tariff Revisions.**

Application by Otter Tail Power Company for approval to revise its tariffed Summary List of Contracts with Deviations. The existing contract with the City of Wilmot will expire on January 6, 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 Wilmot be removed from the Summary List of Contracts with Deviations.

Staff Analyst: Keith Senger  
Staff Attorney: Kelly Frazier  
Date Docketed: 11/24/03  
Intervention Deadline: 12/12/03

**EL03-032 In the Matter of the Filing by Otter Tail Power Company for Approval of Tariff Revisions.**

Application by Otter Tail Power Company for approval to revise its tarified Summary List of Contracts with Deviations. The existing contract with the City of Castlewood will expire on January 15, 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 Castlewood be removed from the Summary List of Contracts with Deviations.

Staff Analyst: Keith Senger  
Staff Attorney: Kelly Frazier  
Date Docketed: 11/24/03  
Intervention Deadline: 12/12/03

**GAS/ELECTRIC**

**GE03-001 In the Matter of the Filing by Montana-Dakota Utilities Co. for Approval of Revisions to its Customer Information Booklet.**

Application by Montana-Dakota Utilities Co. to revise its Customer Information Booklet by reorganizing content, updating information regarding utility issues and providing information regarding additional services now being offered. The filing includes proposed tariff revisions denoting the new booklet and also the pamphlet containing information pertinent to South Dakota customers.

Staff Analyst: Dave Jacobson  
Staff Attorney: Karen Cremer  
Date Filed: 11/26/03  
Intervention Deadline: 12/15/03

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**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE FILING BY OTTER ) TAIL POWER COMPANY FOR APPROVAL OF ) TARIFF REVISIONS ) )	ORDER APPROVING TARIFF ) REVISIONS )  EL03-032 )
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On November 24, 2003, 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 Castlewood. A new contract replaces a contract between the parties which terminates on January 15, 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, Thirteenth Revised Sheet No. 1, Cancelling Twelfth Revised Sheet No. 1

At its January 6, 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 January 15, 2004.

Dated at Pierre, South Dakota, this 16<sup>th</sup> day of January, 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 Kalbo</u>
Date: <u>1/16/04</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

Robert K. Sahr  
ROBERT K. SAHR, Chairman

Gary Hanson  
GARY HANSON, Commissioner

James A. Burg  
JAMES A. BURG, Commissioner