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

<table>
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<tr>
<th>DATE</th>
<th>MEMORANDA</th>
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<tbody>
<tr>
<td>6/1 04</td>
<td>Filed and docketed;</td>
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<td>6/3 04</td>
<td>Weekly filing;</td>
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<td>7/15 04</td>
<td>Amending tariff revisions;</td>
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<td>7/15 04</td>
<td>Docket closed;</td>
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<tr>
<td>7/20 04</td>
<td>Revised tariff page.</td>
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EL04-020  In the Matter of the Filing by Montana-Dakota Utilities Co. for Approval of Tariff Revisions.

On June 1, 2004, Montana-Dakota Utilities Co., a Division of MDU Resources Group, Inc. (Montana-Dakota) filed updated cogeneration rates for Commission approval. Montana-Dakota is requesting approval to revise its Occasional Power Purchase Non-Time Differentiated Rate 95, Short-Term Power Purchase Time Differentiated Rate 96 and Long-Term Power Purchase Differentiated Rate 97. The filing is made in compliance with Commission Order F-3365 and in accordance with the Special Terms and Conditions of these tariffs.

Staff Analyst: Michele Farris/Keith Senger
Staff Attorney: Karen Cremer
Date Filed: 06/01/04
Intervention Deadline: 06/18/04

EL04-021  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 Village of Marvin will expire on July 2, 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 Village of Marvin be removed from the Summary List of Contracts with Deviations.

Staff Analyst: Dave Jacobson
Staff Attorney: Karen Cremer
Date Filed: 06/01/04
Intervention Deadline: 06/18/04

NG04-003  In the Matter of the Filing by MidAmerican Energy Company for Approval of Tariff Revisions.

Application by MidAmerican Energy Company for approval of revised interruptible gas tariffs. MidAmerican's Small Volume Interruptible and Large Volume Interruptible natural gas sales tariffs currently contain language which would have them expire on June 26, 2004. This expiration was the result of the Commission's Order in Docket NG02-003 which directed MidAmerican to file a plan with the Commission to phase out interruptible natural gas tariffs within a two year time period. Coincident with the proposed tariff revisions, MidAmerican is filing a 2004 Interruptible Gas Rate Plan which is proposed to address the Commission's concerns in Docket NG02-003. In the Gas Rate Plan, MidAmerican proposes to retain interruptible rates but to change the methodology used in its determination so as to increase these rates. MidAmerican's Plan also proposes to add new optional rates for customers,
including those who may wish to switch rates as a result of the increase to interruptible rates. The new Gas Rate Plan is proposed to become effective 60 days after the effective date of tariffs approved in MidAmerican's current rate increase proceeding NG04-001. The interruptible rate changes which are the subject of this notice would replace the current tariff expiration date of June 26, 2004, with the proposed effective date of the 2004 Interruptible Gas Rate Plan as described above. MidAmerican has requested that these tariff revisions be approved with less than 30 days notice.

Staff Analyst: Dave Jacobson
Staff Attorney: Karen Cremer
Date Filed: 06/01/04
Intervention Deadline: 06/18/04

TELECOMMUNICATIONS

TC04-097 In the Matter of the Establishment of Switched Access Rates for PrairieWave Community Telephone, Inc.

On May 28, 2004, PrairieWave Community Telephone, Inc., Irene, South Dakota, filed a switched access cost study pursuant to the rules established by the Commission.

Staff Analyst: Harlan Best
Staff Attorney: Karen E. Cremer
Date Filed: 05/28/04
Intervention Deadline: 06/18/04

TC04-098 In the Matter of the Filing by Southwestern Bell Communications Services, Inc. d/b/a Southwestern Bell Long Distance for an Amended Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

On June 1, 2004, Southwestern Bell Communications Services Inc. d/b/a Southwestern Bell Long Distance (SBLD) submitted a request for an amended Certificate of Authority. The original Certificate of Authority restricted SBLD from collecting deposits, advance payments, or offering prepaid calling cards. SBLD has submitted a surety bond in lieu of the restrictions and would like the Certificate of Authority amended to reflect the change.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Filed: 06/01/04
Intervention Deadline: 06/18/04

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You may subscribe or unsubscribe to the PUC mailing lists at http://www.state.sd.us/puc
May 26, 2004

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

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 Village of Marvin, SD and Otter Tail Power Company’s Summary List of Contracts with Deviations Sheet No. 2. The Municipal Service Agreement for the Village of Marvin, SD was updated because the old contract will expire on July 2, 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 Village of Marvin 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
Otter Tail Power Company, a division of Otter Tail Corporation
Fergus Falls, Minnesota

SUMMARY OF CONTRACTS WITH DEVIATIONS

CUSTOMER | CLASS OF SERVICE | EXECUTION AND EXPIRATION DATES | NON-STANDARD RATES
--- | --- | --- | ---
 | | 12/9/2010 | Contract period of 10 years.
City of Grenville | Street Light | 9/1/1997 | Contract period of 10 years.
 | | 9/1/2007 | |
Town of LaBolt | Street Light | 2/7/2003 | Contract period of 10 years.
 | | 2/7/2013 | |

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION
Date Filed: May 26, 2004

Chuck MacFarlane, President, Otter Tail Power Company
MUNICIPAL SERVICE AGREEMENT

1. THIS AGREEMENT, made this 14th 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 Village, of Marvin, 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 July 2, 2004, and terminating July 2, 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:

<table>
<thead>
<tr>
<th>No. of Units</th>
<th>Ownership</th>
<th>Pole</th>
<th>Service</th>
<th>Lamp Renewal By</th>
<th>Monthly Chg. Per Unit</th>
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</thead>
<tbody>
<tr>
<td>21</td>
<td>HPS 9</td>
<td>OTP</td>
<td>OTP</td>
<td>OTP</td>
<td>$6.90</td>
</tr>
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</table>

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:

<table>
<thead>
<tr>
<th>Location</th>
<th>Metered</th>
<th>Horsepower</th>
<th>Account Number</th>
<th>Billing Amount</th>
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**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.

In the presence of:

[Signature]

In the presence of:

[Signature]

OTTER TAIL POWER COMPANY,
a division of Otter Tail Corporation

By

[Signature]

Title

VP / CAO

MUNICIPALITY

CITY OF

[Signature]

By

Mayor

(For Company use only) | Date | By
---|---|---
Entered to Billing Record | |
Dave,

Let's 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: rjspangler@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.

![Attatched corrected tariff sheet.](attachment:Book1.xlsx)
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
### SUMMARY OF CONTRACTS WITH DEVIATIONS

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<td></td>
<td></td>
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<td>Street Light</td>
<td>2/7/2003, 2/7/2013</td>
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<td>Labolt</td>
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SOUTH DAKOTA PUBLIC UTILITIES COMMISSION
Date Filed: May 26, 2004

Bernadeen Brulig, Manager, Regulatory Services,
Otter Tail Power Company
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
EL04-021

On June 1, 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 Marvin. A new contract replaces a contract between the parties which terminates on July 2, 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. 2, Cancelling Twelfth Revised Sheet No. 2

At its July 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 July 2, 2004.

Dated at Pierre, South Dakota, this 15th day of July, 2004.

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: Helene Kallo
Date: 7/15/04

BY ORDER OF THE COMMISSION:

Robert K. Sahr
ROBERT K. SAHR, Chairman

Gary Hanson
GARY HANSON, Commissioner
July 19, 2004

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

RE: SD PUC Docket EL04-021 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. 2. The Summary of Contracts with Deviations Sheet No. 2 has an approval date of July 15, 2004 and an effective date of July 2, 2004.

If you have any questions regarding this filing, please contract 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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