

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

EL 02-020

RECEIVED

SEP 30 2002

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION



September 27, 2002

Deb Elofson, Director
South Dakota Public Utilities Commission
State Capitol
500 East Capitol Street
Pierre, SD 57501-5070

Dear Ms. Elofson:

Pursuant to Administrative Rules of South Dakota Part 20:10:13:03, enclosed for filing please find ten (10) copies of a Municipal Contract with the City of Eden effective October 26, 2002, and Otter Tail Power Company's Summary List of Contracts with Deviations. The municipal contract for the City of Eden was updated because the old contract will expire on October 26, 2002. The new contract does not include any new rates that would be considered a deviation.

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." with a stylized flourish at the end.

Ron Spangler Jr.
Senior Revenue Analyst
Regulatory Services Department
rlspangler@otpc.com

Enclosures

Cc: Bernadeen Brutlag, Manager, Regulatory Services
Bruce Gerhardson, Associate General Counsel

Effective on less than 30 days notice by the authority of the Public Utilities Commission of South Dakota, dated _____

<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 Castlewood Castlewood	Street Light	1/15/1994 1/15/2004	Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.
City of Claire City Claire City	Street Light	11/1/1993 11/1/2003	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	2/1/1993 2/1/2003	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.
Town of Egan Egan	Street Light	4/1/1993 4/1/2003	Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.
City of Elkton Elkton	Street Light	9/1/1992 9/1/2002	Municipal Ownership: \$2.62 per month for 150 watt sign lights. Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.

C

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 19th day of June, ~~By~~ 2002, by and between the OTter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the City of Eden, South Dakota hereinafter called the Municipality, and the City of Eden, South Dakota 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 contract, Otter Tail 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 (10) ten years with the effective date of the term to be October 26, ~~by~~ 2002

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a) OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
32	MV-6	6,000	OTP	6.30
1	HPS-23	23,000	OTP	13.90
1	400 MAF		OTP	16.70
(b) OWNED BY MUNICIPALITY				

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail 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 contract.

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, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. 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, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232¢ per kWh
Next 1500 kWh per month at 4.584¢ per kWh
Over 4000 kWh per month at 3.646¢ per kWh
- (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 1/2 H.P. served and metered as indicated below (check one):

If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the new fire hall meter.

If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used.

GENERAL PROVISIONS

14. Otter Tail 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 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 contract.

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 upon the respective parties and each of their successors and assigns.

In Presence of:

Penny Mosher

OTTER TAIL POWER COMPANY , a division of
OTTER TAIL CORPORATION

By [Signature]
Corporate Secretary

In Presence of:

MUNICIPALITY
City of Eden

By Mary Dunson

By _____

(Municipal Seal)

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

RECEIVED

SEP 30 2002

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**



September 27, 2002

Deb Elofson, Director
South Dakota Public Utilities Commission
State Capitol
500 East Capitol Street
Pierre, SD 57501-5070

Dear Ms. Elofson:

Pursuant to Administrative Rules of South Dakota Part 20:10:13:20, Otter Tail Power Company respectfully requests permission to file on less than 30 days notice, an updated Municipal contract for the City of Eden, SD and Otter Tail Power Company's revised Summary List of Contracts with Deviations.

Otter Tail Power Company started the contract renewal process for this contract on June 19, 2002. Due to the small size of the community and the infrequency of the city council meetings, Otter Tail Power Company was unable to secure the appropriate signatures and file the contract, as requested by the Commission, thirty days prior to the renewal date of the contract. The municipal contract for the City of Eden was updated because the old contract will expire on October 26, 2002. The new contract does not include any new rates that would be considered a deviation.

For the foregoing reasons, Otter Tail Power Company respectfully requests that the Commission grant Otter Tail Power Company permission to file on less than 30 days notice, an updated Municipal contract for the City of Eden, SD and Otter Tail Power Company's revised Summary List of Contracts with Deviations, to be effective as of the earliest possible date.

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.
Senior Revenue Analyst
Regulatory Services Department

Cc: Bernadeen Brutlag, Manager, Regulatory Services
Bruce Gerhardson, Associate General Counsel

South Dakota Public Utilities Commission

WEEKLY FILINGS

For the Period of September 26, 2002 through October 2, 2002

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: 605-773-3705 Fax: 605-773-3809

CONSUMER COMPLAINTS

CT02-038 In the Matter of the Complaint filed by Krista Heeren-Graber on behalf of S.D. Network Against Family Violence & Sexual Assault, Sioux Falls, South Dakota, against McLeodUSA Telecommunications Services, Inc. Regarding a Contract Dispute.

Complainant's representative states that in September 1999, Complainant began receiving service from McLeod. Over a three year period two additional lines and internet service were added. Since 1999, different disputes arose including assessing the Complainant for Iowa sales tax which took months to get credit for; voice mail not working properly; and due to an upgrade by McLeod, the Complainant was without toll-free access service for many weeks. Complainant ended service with McLeod in June 2002. The final billing included a term liability charge for over \$2000. Complainant's representative disputes that there was a five year contract entered into with McLeod, that the original of the contract does not list any terms and conditions, and the copy sent by McLeod to the Complainant showing the terms and conditions is dated March 2002.

Staff Analyst: Amy Kayser
Staff Attorney: Karen Cremer
Date Docketed: 09/27/02
Intervention Deadline: N/A

ELECTRIC

EL02-019 In the Matter of the Filing by Xcel Energy for Approval of its 2001 Economic Development Annual Report and 2002 Economic Development Plan.

On September 30, 2002, the Commission received a filing from Xcel Energy in accordance with Docket EL91-004 requesting: (1) approval of its 2001 economic development report; and (2) approval of its 2002 economic development budget.

Staff Analyst: Heather Forney
Staff Attorney: Kelly Frazier
Date Docketed: 09/30/02
Intervention Deadline: 10/18/02

EL02-020 In the Matter of the Filing by Otter Tail Power Company for Approval of a Contract with Deviations with the City of Eden.

Otter Tail Power Company has filed for approval a Municipal Contract with the City of Eden and a Summary List of Contracts with Deviations. The Municipal Contract for the City of Eden was updated because the old Contract will expire on October 26, 2002. The new Contract does not include any new rates that would be considered a deviation.

Staff Analyst: Michele Farris
Staff Attorney: Kelly Frazier
Date Docketed: 09/30/02
Intervention Deadline: 10/16/02

EL02-021 In the Matter of the Filing by Xcel Energy for Approval of its Revised Rate Sheets for its Occasional Delivery Energy Service and Time of Delivery Energy Service.

On September 27, 2002, the Commission received for approval a filing of revised rate sheets for the Occasional Delivery Energy Service and Time of Delivery Energy Service. According to the filing, the proposed Occasional Delivery Energy Service rate sheet is revised to reflect an increased metering charge and energy payment. The proposed Time of Delivery Energy Service rate sheet is revised to reflect a decrease in metering charge. Similarly, energy and capacity payments are also revised to reflect the Company's 2002 avoided costs estimate, as illustrated in attachment 1 to the filing.

Staff Attorney: Kelly Frazier
Staff Analyst: David Jacobson
Date Docketed: 10/01/02
Intervention Deadline: 10/18/02

TELECOMMUNICATIONS

TC02-166 In the Matter of S&S Communications/Alterna-Cell's Compliance with Commission Order.

On September 27, 2002, the Commission received a Motion from staff requesting that the Commission issue an Order To Show Cause to S&S Communications/Alterna-Cell (S&S) as to why S&S should not be found in violation of the Order Granting Certificate of Authority in TC00-114 (Order) and of the laws of the State of South Dakota, including but not limited to SDCL 49-31-7.1 and ARSD 20:10:01:28, 20:10:06:05 and 20:10:24:05.05. According to the Motion, staff has sent numerous data requests to S&S in order to determine the proper amount of bond which S&S must post pursuant to the Order. On September 24, 2002, staff received a letter from S&S objecting to providing this information. The Motion alleges that this denial is in violation of state law and alleges that S&S is not properly bonded. Staff seeks an Order, inter alia, compelling S&S to produce the information requested by staff, compelling S&S to meet the bond requirements of the Order or suspending or revoking S&S' certificate of authority. Any party wishing to comment on the Motion may do so by filing written comments with the Commission and the parties to the agreement no later than October 16, 2002. Written responses to the comments may be filed no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 09/27/02
Initial Comments Due: 10/16/02

**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>**

SUMMARY OF CONTRACTS WITH DEVIATIONS

Effective on less than 30 days notice by the authority of the Public Utilities Commission of South Dakota, dated _____

RECEIVED

OCT 09 2002

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

<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	06/01/1995 06/01/2005	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	11/01/1994 11/01/2004	Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.
Town of Brandt Brandt	Street Light	07/01/2002 07/01/2012	Contract period of 10 years.
Town of Bushnell Bushnell	Street Light	10/01/2002 10/01/2012	Contract period of 10 years.
City of Castlewood Castlewood	Street Light	01/15/1994 01/15/2004	Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.
City of Claire City Claire City	Street Light	11/01/1993 11/01/2003	Contract period of 10 years.
City of Clear Lake Clear Lake	Street Light	01/15/1995 01/15/2005	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	06/01/1997 06/01/2007	Contract period of 10 years.
City of DeSmet DeSmet	Street Light	02/01/1993 02/01/2003	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.
Town of Egan Egan	Street Light	04/01/1993 04/01/2003	Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.
City of Elkton Elkton	Street Light	09/01/1992 09/01/2002	Municipal Ownership: \$2.62 per month for 150 watt sign lights. Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.

C

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

IN THE MATTER OF THE FILING BY OTTER)	ORDER APPROVING
TAIL POWER COMPANY FOR APPROVAL OF)	CONTRACT WITH
A CONTRACT WITH DEVIATIONS WITH THE)	DEVIATIONS
CITY OF EDEN)	EL02-020

On September 30, 2002, the Public Utilities Commission (Commission) received a filing by Otter Tail Power Company (Otter Tail) for approval of a Contract with Deviations with the City of Eden (Eden). The municipal contract for Eden was updated because the expiration date of the previous contract is October 26, 2002. The new contract does not include any new rates that would be considered a deviation.

At its October 17, 2002, meeting, the Commission considered the request for approval of the Contract with Deviations. 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 a Contract with Deviations 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 a Contract with Deviations is in the public interest and is hereby granted. It is further

Dated at Pierre, South Dakota, this 28th day of October, 2002.

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: <u><i>Tim Douglas</i></u>
Date: <u>October 28, 2002</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Robert K. Sahr
ROBERT K. SAHR, Commissioner

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

RECEIVED

NOV 04 2002

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**



October 30, 2002

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

**RE: SD PUC Docket EL02-020 Otter Tail Power Company's Summary of
Contracts with Deviations List**

Dear Ms. Elofson:

Enclosed you will find an approved copy of Otter Tail Power Company's Summary of Contracts with Deviations Sheet No. 1 for your files. The Summary of Contracts with Deviations has an approval date of October 17, 2002, and an effective date of October 17, 2002.

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." with a stylized flourish at the end.

Ron Spangler Jr.
Supervisor, Revenue Requirements
Regulatory Services Department
rlspangler@otpc.com

Enclosures

Cc: Bernadeen Brutlag, Manager, Regulatory Services

SUMMARY OF CONTRACTS WITH DEVIATIONS

Effective on less than 30 days notice by the authority of the Public Utilities Commission of South Dakota, dated October 17, 2002.

<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	06/01/1995 06/01/2005	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	11/01/1994 11/01/2004	Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.
Town of Brandt Brandt	Street Light	07/01/2002 07/01/2012	Contract period of 10 years.
Town of Bushnell Bushnell	Street Light	10/01/2002 10/01/2012	Contract period of 10 years.
City of Castlewood Castlewood	Street Light	01/15/1994 01/15/2004	Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.
City of Claire City Claire City	Street Light	11/01/1993 11/01/2003	Contract period of 10 years.
City of Clear Lake Clear Lake	Street Light	01/15/1995 01/15/2005	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	06/01/1997 06/01/2007	Contract period of 10 years.
City of DeSmet DeSmet	Street Light	02/01/1993 02/01/2003	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.
Town of Egan Egan	Street Light	04/01/1993 04/01/2003	Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.
City of Elkton Elkton	Street Light	09/01/1992 09/01/2002	Municipal Ownership: \$2.62 per month for 150 watt sign lights. Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.

C