



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

RECEIVED

JUL 29 2002

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

July 25, 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 Bushnell effective October 1, 2002, and Otter Tail Power Company's Summary List of Contracts with Deviations. The municipal contract for the City of Bushnell was updated because the old contract will expire on October 1, 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." in a cursive style.

Ron Spangler Jr.  
Senior Revenue Analyst  
Regulatory Services Department  
[rlspangler@otpc.com](mailto:rlspangler@otpc.com)

Enclosures

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

**MUNICIPAL CONTRACT**

1. THIS AGREEMENT, made this 19th day of June, ~~xxx~~2002, by and between the  
 Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the A division of Otter Tail Corporation City  
 of Bushnell, 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 1, ~~xxx~~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
17	HPS-9	9,000	OTP	\$6.90
(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 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 Village 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 Gene Kark  
Corporate Secretary

In Presence of:

MUNICIPALITY  
City of Bushnell

By [Signature]

(Municipal Seal)

<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	10/26/1992 10/26/2002	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

**South Dakota Public Utilities Commission**  
**WEEKLY FILINGS**  
For the Period of July 25, 2002 through July 31, 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

**ELECTRIC**

**EL02-014 In the Matter of the Filing by Otter Tail Power Company for Approval of a Contract with Deviations with the City of Bushnell.**

Otter Tail Power Company has filed for approval a Municipal Contract with the City of Bushnell and a Summary List of Contracts with Deviations. The Municipal Contract for the City of Bushnell was updated because the old Contract will expire on October 1, 2002. The new Contract does not include any new rates that would be considered a deviation.

Staff Analyst: Michele Farris  
Staff Attorney: Karen Cremer  
Date Filed: 07/29/02  
Intervention Deadline: 08/16/02

**NATURAL GAS**

**NG02-004 In the Matter of the Filing by NorthWestern Energy for Approval of a Contract with Deviations with South Dakota State University.**

Application by NorthWestern Energy, formerly NorthWestern Public Service, for approval of a contract with deviations to serve the central heating plant of South Dakota State University (SDSU). The application states the contract is necessary in order to avoid bypass of NorthWestern Energy by SDSU constructing its own pipeline. The contract would offer transportation service and result in retention of revenues for NorthWestern Energy at a reduced amount.

Staff Analyst: Dave Jacobson  
Staff Attorney: Karen Cremer  
Date Filed: 07/29/02  
Intervention Deadline: 08/16/02

**TELECOMMUNICATIONS**

**TC02-096 In the Matter of the Filing for Approval of an Agreement for Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services and Resale of Telecommunications Services between Qwest Corporation and Centel Communications, Inc.**

On July 25, 2002, the Commission received for approval a filing of an Agreement for Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services, and

Resale of Telecommunications Services Provided by Qwest Corporation to Centel Communications, Inc. (Centel). According to the parties, the Agreement is a negotiated agreement and is made in order to set forth the terms, conditions, and prices under which Qwest will provide services for resale to Centel for the provision of local exchange services. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than August 14, 2002. Parties to the agreement 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 Docketed: 07/25/02

Initial Comments Due: 08/14/02

**TC02-097 In the Matter of the Filing by Qwest Corporation for Approval of Revisions to its Access Services Tariff.**

On July 29, 2002, Qwest Corporation filed revised Access Service Tariff pages to remove the Equal Access and Network Reconfiguration Recovery Charge. Qwest Corporation ceased collection of these revenues effective July 23, 2002.

Staff Attorney: Karen Cremer

Staff Analyst: Harlan Best

Date Docketed: 7/29/02

Intervention Deadline: N/A

**TC02-098 In the Matter of the Filing by Qwest Corporation for Approval of Revisions to its Access Services Tariff.**

On July 29, 2002, Qwest filed a revision to its Access Services Tariff. The purpose of the filing is to add USOCs to various existing transport rate elements. The USOCs are being added to bring USOCs in the state access tariff in alignment with those in the FCC Tariff #1.

Staff Analyst: Heather Forney

Staff Attorney: Karen Cremer

Date Docketed: 07/29/02

Intervention Deadline: 08/16/02

**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>**

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

RECEIVED

AUG 22 2002

August 19, 2002

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION



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

**RE: SD PUC Docket EL02-015 and EL02-014 Otter Tail Power Company's  
Summary of Contracts with Deviations List**

Dear Ms. Elofson:

Enclosed you will find an approved copy and an updated copy of Otter Tail Power Company's Summary of Contracts with Deviations Sheet No. 1. The Approved Summary of Contracts with Deviations has an approval date of August 15, 2002, and an effective date of August 15, 2002. The updated Summary of Contracts with Deviations reflects a change in the revised sheet numbers due to the approval of the updated Municipal Contract for the City of Elkton, SD.

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  
[rlspangler@otpco.com](mailto:rlspangler@otpco.com)

Enclosures

Cc: Bernadeen Brutlag, Manager, Regulatory Services

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 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	10/26/1992 10/26/2002	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

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

**RECEIVED**

SEP 16 2002

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

September 13, 2002



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

**RE: SD PUC Docket EL02-014 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 September 5, 2002, and an effective date of September 5, 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@otpco.com](mailto:rlspangler@otpco.com)

Enclosures

Cc: Bernadeen Brutlag, Manager, Regulatory Services

<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	10/26/1992 10/26/2002	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

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

<b>IN THE MATTER OF THE FILING BY OTTER )</b>	<b>ORDER APPROVING</b>
<b>TAIL POWER COMPANY FOR APPROVAL OF )</b>	<b>CONTRACT WITH</b>
<b>A CONTRACT WITH DEVIATIONS WITH THE )</b>	<b>DEVIATIONS</b>
<b>CITY OF BUSHNELL )</b>	<b>EL02-014</b>

On July 29, 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 Bushnell (Bushnell). The contract replaces a contract between the parties which terminates on October 1, 2002. The new contract has a ten year term beginning on October 1, 2002. Otter Tail filed the following tariff sheet for Commission approval:

Section No. 4, Eighth Revised Sheet No. 1, Cancelling Seventh Revised Sheet No. 1

At its September 5, 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

ORDERED, that the above referenced tariff sheet is effective for service rendered on and after October 1, 2002.

Dated at Pierre, South Dakota, this 18<sup>th</sup> day of September, 2002.

<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><i>Helaine Kallos</i></u>
Date: <u>9/19/02</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