

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

August 8, 2002

VIA FAX and Regular mail



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 Elkton, SD and Otter Tail Power Company's revised Summary List of Contracts with Deviations.

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. Otter Tail Power Company delivered the updated Municipal contract to the City of Elkton on June 4, 2002. The next earliest city council meeting was on July 1, 2002. At this meeting, there were several items on the agenda and since the contract was not due until September 2, 2002; the council decided to table the discussion of the Municipal contract until the next council meeting, which was on August 5, 2002. The municipal contract for the City of Elkton was updated because the old contract will expire on September 2, 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 Elkton, 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 cursive script that reads "Ron Spangler Jr." with a flourish at the end.

Ron Spangler Jr.
Senior Revenue Analyst
Regulatory Services Department

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

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RECEIVED

AUG 12 2002

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION



August 9, 2002

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

FAX Received AUG 08 2002

Re: SD PUC Docket EL02-015 – Filing by Otter Tail Power Company requesting approval to file on less than 30 days notice an updated Municipal contract for the City of Elkton, SD and Otter Tail Power Company's revised Summary List of Contracts with Deviations.

Dear Ms. Elofson:

Enclosed please find ten (10) copies of a filing by Otter Tail Power Company requesting approval to file on less than 30 days notice an updated Municipal contract for the City of Elkton, SD and Otter Tail Power Company's revised Summary List of Contracts with Deviations. The municipal contract for the City of Elkton was updated because the old contract will expire on September 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,

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

Enclosures

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

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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." followed by a period.

Ron Spangler Jr.
Senior Revenue Analyst
Regulatory Services Department

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

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 17th day of June, ~~19~~²⁰2002, by and between the Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the City of Elkton, a division of Otter Tail Corporation, of Elkton, 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 September 1, ~~19~~²⁰2002

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.

7. 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.

8. 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
79	HPS-9	9,000	OTP	6.90
7	HPS-19	19,000	OTP	12.20
2	HPS-23	23,000	OTP	13.90
(b) OWNED BY MUNICIPALITY				
2	Sign Lights	150 Watts ea		5.25

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 5 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 _____ 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 Gan A. [Signature]
Corporate Secretary

In Presence of:

Sandra Pitts - Finance Officer

MUNICIPALITY
City of Elkton

By Verle Thompson Mayor

By _____

(Municipal Seal)

SUMMARY OF CONTRACTS WITH DEVIATIONS

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	10/26/1992 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	9/1/2002 9/1/2012	Contract period of 10 years.

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WEEKLY FILINGS**For the Period of August 1, 2002 through August 7, 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**EL02-015 In the Matter of the Filing by Otter Tail Power Company for Approval of a Contract With Deviations with the City of Elkton.**

Application by Otter Tail Power Company for approval of a contract with deviations to serve the City of Elkton. The filing requests approval with less than 30 days notice. The existing contract expires September 1, 2002. The filing states the new contract does not include any new rates.

Staff Analyst: Dave Jacobson
Staff Attorney: Karen Cremer
Date Filed: 08/08/02
Intervention Deadline: 08/14/02

TELECOMMUNICATIONS**TC02-099 In the Matter of the Application of 3U Telecom, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota**

3U TELECOM INC. has filed an application with the South Dakota Public Utilities Commission for a Certificate of Authority to provide interexchange service in South Dakota. The applicant intends to provide resold interexchange service, including 1+ dialing, to business and residential customers throughout South Dakota.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Filed: 08/02/02
Intervention Deadline: 08/23/02

TC02-100 In the Matter of the Petition of the South Dakota Department of Transportation for a Declaratory Ruling Regarding SDCL 49-31-1.1.

On August 5, 2002, the South Dakota Department of Transportation filed a Petition for Declaratory Ruling. The question is: Is 511 a noncompetitive service as defined by SDCL 49-31-1.1, so as to give rise to commission price regulation in accordance with SDCL 49-31-4 and 49-31-1.4? The Petitioner has applied for and been approved by the Federal Highway Administration for its 511 Traveler Information Telephone Number Program Support Assistance Program to deploy a statewide 511 number providing travel information services.

Staff Analyst: Heather Forney
Staff Attorney: Karen Cremer
Date Filed: 08/05/02
Intervention Deadline: 08/14/02

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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,

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

Enclosures

Cc: Bernadeen Brutlag, Manager, Regulatory Services

Effective on less than 30 days notice by the authority of the Public Utilities Commission of South Dakota, dated August 15, 2002

<u>CUSTOMER</u>	<u>CLASS OF SERVICE</u>	<u>EXECUTION AND EXPIRATION DATES</u>	<u>NON-STANDARD RATES</u>
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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**

IN THE MATTER OF THE FILING BY OTTER)
TAIL POWER COMPANY FOR APPROVAL OF)
A CONTRACT WITH DEVIATIONS WITH THE)
CITY OF ELKTON)

ORDER APPROVING
CONTRACT WITH
DEVIATIONS
EL02-015

On August 8, 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 Elkton (Elkton) on less than 30 days notice. The contract replaces a contract between the parties which terminates on September 1, 2002. The new contract has a ten year term beginning on September 1, 2002. Otter Tail filed the following tariff sheet for Commission approval:

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

At its August 15, 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 on less than 30 days notice 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 September 1, 2002.

Dated at Pierre, South Dakota, this 30th day of August, 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>Tina Doerger</u>
Date: <u>8-30-02</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

John Smith
By John Smith