

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

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DEC - 2 2002

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

November 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 Waubay effective January 2, 2003, and Otter Tail Power Company's Summary List of Contracts with Deviations. The municipal contract for the City of Waubay was updated because the old contract will expire on January 2, 2003. The new contract includes two metered HPS9 fixtures owned by Otter Tail Power Company and billed to the City of Waubay at a rate of \$4.25 per fixture.

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.
Supervisor Revenue Requirements
Regulatory Services Department
rlspangler@otpco.com

Enclosures

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

<u>CUSTOMER</u>	<u>CLASS OF SERVICE</u>	<u>EXECUTION AND EXPIRATION DATES</u>	<u>NON-STANDARD RATES</u>
Town of Toronto Toronto	Street Light	1/1/1995 1/1/2005	Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.
Town of Trent Trent	Street Light	4/1/1994 4/1/2004	Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.
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City of Veblen Veblen	Street Light	11/3/1993 11/3/2003	Contract period of 10 years.
Town of Ward Ward	Street Light	5/1/2001 5/1/2011	Contract period of 10 years.
City of Waubay Waubay	Street Light	1/2/2003 1/2/2013	Contract period of 10 years. Otter Tail Power Company Owned - Metered: \$4.25 for HPS9 fixture.
Town of Wentworth Wentworth	Street Light	7/1/2002 7/1/2012	Contract period of 10 years.
Village of White Rock White Rock	Street Light	3/1/1994 3/1/2004	Contract period of 10 years.
City of Wilmot Wilmot	Street Light	1/6/1994 1/6/2004	Contract period of 10 years.
Valley Queen Cheese Main Plant- Milbank	Bulk interruptible	1/1/2002 1/1/2007	See 1st Revised Sheet No. 50.7 Code 42-680

C

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 4th day of November, ²⁰⁰²~~XX~~, by and between the Admission of Otter Tail Corporation, Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the City of Waubay, 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 January 2, ~~19~~ 2003

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
125	HPS-9	9000	O.T.P.	6.90
1	HPS-14	14000	O.T.P.	10.60
2	HPS-9	9000	Metered O.T.P.	4.25
3	HPS-23	23000	O.T.P. Seasonal	13.90
(b) OWNED BY MUNICIPALITY				
8	HPS-14	14000	City	3.95
1	100 Watt	Incandenscent	City	1.75

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:

[Signature]

OTTER TAIL POWER COMPANY
A Division of Otter Tail Corporation

By *[Signature]*
Corporate Secretary
Municipality President
MUNICIPALITY

In Presence of:

Claudette M. Lacro
Claudette M. Lacro

City of Waubay
By *Kevin Jus*
Mayor
By *Sharon S. Dolney*
Financial Secretary

(Municipal Seal)

South Dakota Public Utilities Commission

WEEKLY FILINGS

For the Period of November 28, 2002 through December 4, 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 COMPLAINT

CT02-046 In the Matter of the Complaint filed by Dr. Dale Gunderson on behalf of Associates of ENT Black Hills, Rapid City, South Dakota, against McLeodUSA Telecommunications Services, Inc. Regarding a Contract Dispute and Yellow Pages Advertising Issues.

Associates of ENT Black Hills' representative (Complainant) alleges that McLeodUSA Telecommunications Services, Inc. failed to honor its "Most Favored Customer" clause regarding its long distance and high-speed internet access. Complainant's representative also alleges that it paid for advertising in the 2001/2002 yellow pages and the ad was not included in the phone book.

Staff Analyst: Amy Kayser
Staff Attorney: Karen Cremer
Date Docketed: 12/03/02
Intervention Deadline: NA

ELECTRIC

EL02-025 In the Matter of the Filing by Otter Tail Power Company for Approval of a Contract with Deviations with the City of Waubay.

Application by Otter Tail Power Company for approval of a contract with deviations with the city of Waubay. The current municipal contract providing electrical service expires January 2, 2003. The new contract is proposed to remain in effect for 10 years.

Staff Analyst: Dave Jacobson
Staff Attorney: Kelly Frazier
Date Docketed: 12/02/02
Intervention Deadline: 12/18/02

**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>**

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**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**



December 27, 2002

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

**RE: SD PUC Docket EL02-025 Otter Tail Power Company's Summary of
Contracts with Deviations List**

Dear Mr. Jacobson:

Enclosed you will find a corrected approved copy of Otter Tail Power Company's Summary of Contracts with Deviations Sheet No. 4 for your files. The Summary of Contracts with Deviations has an approval date of December 19, 2002, and an effective date of January 2, 2003.

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

Enclosures

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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 WAUBAY)	EL02-025

On December 2, 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 Waubay (Waubay). The contract replaces a contract between the parties which terminates on January 2, 2003. The new contract has a ten year term beginning on January 2, 2003. Otter Tail filed the following tariff sheet for Commission approval:

Section No. 4, Fourth Revised Sheet No. 4, Cancelling Third Revised Sheet No. 4

At its December 19, 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 January 2, 2003.

Dated at Pierre, South Dakota, this 3rd day of January, 2003.

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>Delaine Kalbo</u>
Date: <u>1/6/03</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