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MAY 21 2003

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**



May 19, 2003

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 City of Lake City, SD and Otter Tail Power Company's Summary List of Contracts with Deviations Sheet No.'s 2. The Municipal Service Agreement for the City of Lake City, SD was updated because the old contract will expire on July 1, 2003. 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 Lake City 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](mailto:rlspangler@otpco.com)

Enclosures

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

SUMMARY OF CONTRACTS WITH DEVIATIONS

<u>CUSTOMER</u>	<u>CLASS OF SERVICE</u>	<u>EXECUTION AND EXPIRATION DATES</u>	<u>NON-STANDARD RATES</u>	
City of Erwin Erwin	Street Light	4/10/1993 4/10/2003	Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.	
City of Gary Gary	Street Light	12/9/2000 12/9/2010	Municipal Ownership: \$6.25 per month for HPS9 fixtures. Contract period of 10 years.	
City of Grenville Grenville	Street Light	6/1/1997 6/1/2007	Contract period of 10 years.	
Town of Hetland Hetland	Street Light	4/1/1994 4/1/2004	Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.	
Town of LaBolt Labolt	Street Light	2/7/2003 2/7/2013	Contract period of 10 years.	
City of Lake Norden Lake Norden	Street Light	6/1/1994 6/1/2004	Streetlight Change-out Program: \$6.30 for HPS9 fixtures. \$16.90 for HPS44 fixtures. Contract period of 10 years.	D
City of Lake Preston Lake Preston	Street Light	4/1/1994 4/1/2004	Municipal Ownership: \$10.52 per month for HPS44 fixtures, \$7.66 and \$9.12 (cleaning included) per month for HPS23 fixtures. Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.	
Village of Marvin	Street Light	7/2/1994 7/2/2004	Contract period fo 10 years.	
City of Milbank Milbank	Street Light	3/14/1994 3/14/2004	Municipal Ownership: \$17.77 per month for 1000 watt dusk-midnight quartz floodlights Municipal Ownership: \$1.08 per month for seasonal incandescent Municipal Ownership: \$3.54 per month for seasonal incandescent Municipal Ownership: \$2.66 per month for HPS 150 watt Municipal Ownership: \$9.32 for 300 watt and 500 watt (dusk to midnight) Municipal Ownership: \$3.14 for 90 watt (dusk to dawn)  Otter Tail Power Company Owned - Metered: \$8.47 for 400HPSF fixture. Otter Tail Power Company Owned - Metered: \$4.25 for HPS9 fixture. Otter Tail Power Company Owned - Decorative: \$9.05 for HPS9 fixture. Otter Tail Power Company Owned - Seasonal: \$11.06 for HPS9 fixture. Otter Tail Power Company Owned - Seasonal: \$24.14 for 400HPS fixture. Contract period of 10 years.	

**MUNICIPAL SERVICE AGREEMENT**

1. THIS AGREEMENT, made this 10<sup>th</sup> day of April, 2003 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 City, of Lake City, 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 1, 2003, and terminating July 1, 2004, 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:

No. of Units	Type	Lumens	Ownership			Pole		Service		Lamp Renewal By	Monthly Chg. Per Unit
			Fixture	Pole	Wire	Wood	Metal	O/H	U/G		
22	MV6	6,000	OTP	OTP	OTP	X		X		OTP	\$6.30
1	400 MAFL	30,000	OTP	OTP	OTP	X		X		OTP	\$16.70

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:

Location	Metered		Horsepower	Account Number	Billing Amount
	Yes	No			
None					

**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.

OTTER TAIL POWER COMPANY,  
a division of Otter Tail Corporation

In the presence of:

Penny Mosher

By [Signature]

Title Corporate Secretary

MUNICIPALITY

In the presence of:

Jane F. Johnson  
Finance Officer

CITY OF Lake City

By [Signature]  
Mayor

(Municipal Seal)

(For Company use only)	Date	By
Entered to Billing Record		

**South Dakota Public Utilities Commission**  
**WEEKLY FILINGS**  
**For the Period of May 9, 2003 through May 21, 2003**

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

**ELECTRIC**

**EL03-017      In the Matter of the Filing by Otter Tail Power Company for Approval of Tariff Revisions.**

On May 21, 2003, Otter Tail Power Company filed an updated tariff sheet for Commission approval. Otter Tail has entered into a Municipal Service Agreement with the City of Lake City, SD. 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 requests that the City of Lake City be removed from Otter Tail Power Company's Summary List of Contracts with Deviations.

Staff Analyst: Michele Farris  
Staff Attorney: Kelly Frazier  
Date Docketed: 05/21/03  
Intervention Deadline: 06/06/03

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You may subscribe or unsubscribe to the PUC mailing lists at <http://www.state.sd.us/puc>**

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

**IN THE MATTER OF THE FILING BY OTTER ) ORDER APPROVING TARIFF  
TAIL POWER COMPANY FOR APPROVAL OF ) REVISIONS  
TARIFF REVISIONS )  
)** **EL03-017**

On May 21, 2003, 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 Lake City. A new contract replaces a contract between the parties which terminates on July 1, 2003. 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, Seventh Revised Sheet No. 2, Cancelling Sixth Revised Sheet No. 2

At its July 1, 2003, 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 1, 2003.

Dated at Pierre, South Dakota, this 14<sup>th</sup> day of July, 2003.

<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>Melaine Kolbo</u>
Date: <u>7/16/03</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

Robert K. Sahr  
ROBERT K. SAHR, Chairman

Gary Hanson  
GARY HANSON, Commissioner

James A. Burg  
JAMES A. BURG, Commissioner

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SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION



July 22, 2003

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

**RE: SD PUC Docket EL03-017 Otter Tail Power Company's Summary of  
Contracts with Deviations List**

Dear Ms. Bonrud:

Enclosed you will find an approved copy of Otter Tail Power Company's Summary of Contracts with Deviations Sheet No. 2 for your files. The Summary of Contracts with Deviations has an approval date of July 14, 2003 and an effective date of July 1, 2003.

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 period 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

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