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218 739-8200
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EL 03-026

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SEP 29 2003

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION



September 25, 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 Clair City, SD and Otter Tail Power Company's Summary List of Contracts with Deviations Sheet No.'s 1. The Municipal Service Agreement for the City of Clair City, SD was updated because the old contract will expire on November 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 City of Clair 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,

A handwritten signature in black ink, appearing to read "Ron Spangler Jr.", is written over the typed name.

Ron Spangler Jr.
Supervisor, Revenue Requirements
Regulatory Services Department
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>
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
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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.
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City of DeSmet DeSmet	Street Light	2/1/2003 2/1/2013	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.
City of Elkton Elkton	Street Light	9/1/2002 9/1/2012	Contract period of 10 years.

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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			
Claire City Hall	X		5	01757	
Billing is determined by KWH consumption through					
Meter at the account listed above.					

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:

[Handwritten Signature]

By *[Handwritten Signature]*

Title *President*

MUNICIPALITY

In the presence of:

CITY OF *Clare City*

By *H. R. Schultz*
Mayor

(Municipal Seal)

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

South Dakota Public Utilities Commission
WEEKLY FILINGS

For the Period of September 25, 2003 through October 1, 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: 605-773-3201

CONSUMER COMPLAINTS

CT03-149 In the Matter of the Complaint filed by Allen Funk, Bath, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.

Complainant states that he purchased a seven-year pre-paid long distance service plan with a December 14, 1999, activation date. The calling cards are no longer valid. Complainant seeks to be reimbursed for the pre-paid service not provided plus any punitive damages that can be levied by the Commission.

Staff Analyst: Jim Mehlhaff
Staff Attorney: Kelly Frazier
Date Docketed: 09/25/03
Intervention deadline: N/A

CT03-150 In the Matter of the Complaint filed by Derek Jensen on behalf of Evanson-Jensen Funeral Home, Lemmon, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.

Complainant's representative states that it purchased a four-year pre-paid long distance service plan on September 11, 2002. Service was terminated on or about June 2, 2003. Complainant seeks to be reimbursed for the pre-paid service not provided.

Staff Analyst: Jim Mehlhaff
Staff Attorney: Kelly Frazier
Date Docketed: 09/26/03
Intervention deadline: N/A

CT03-151 In the Matter of the Complaint filed by Tim Sandress on behalf of Auto Shoppe Inc., Mitchell, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.

Complainant's representative states that it purchased a five-year pre-paid long distance service plan. Service was terminated after only five months of service. Complainant seeks to be reimbursed for the pre-paid service not provided.

Staff Analyst: Jim Mehlhaff
Staff Attorney: Kelly Frazier
Date Docketed: 09/29/03
Intervention deadline: N/A

CT03-152 In the Matter of the Complaint filed by Joseph A. and Penny L. Schonebaum, Burke, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.

Complainants state that they purchased a seven year pre-paid long distance service plan. Service was terminated after only three years of service. Complainants seek to be reimbursed for the pre-paid service not provided.

Staff Analyst: Jim Mehlhaff
Staff Attorney: Kelly Frazier
Date Docketed: 10/01/03
Intervention deadline: N/A

ELECTRIC

EL03-024 In the Matter of the Petition of Otter Tail Power Company, a Division of Otter Tail Corporation, to Revise its Fuel Adjustment Clause Tariff to Accommodate Purchased Energy from Renewable Resources.

On September 25, 2003, Otter Tail Power Company filed a petition for approval to revise its Fuel Adjustment Clause Tariff. The revisions are requested to permit the inclusion of purchase power costs related to renewable energy purchases. On April 1, 2003, Otter Tail entered into a Power Purchase Agreement with FPL Energy to purchase the electric energy generated by 14 wind turbines with an approximate output of 21 megawatts. Otter Tail believes that approval of the inclusion of the costs of energy purchased from renewable sources is appropriate because when it is competitively priced, renewable energy is an appropriate addition to Otter Tail's resource mix.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Docketed: 09/25/03
Intervention Deadline: 10/15/03

EL03-025 In the Matter of the Filing by Otter Tail Power Company for Approval of Tariff Revisions.

Application by Otter Tail Power Company for approval to revise its tariffed Summary List of Contracts with Deviations. The existing contract with the City of Veblen will expire on November 3, 2003. Otter Tail states the new agreement does not contain any deviations from Otter Tail's currently filed tariff and therefore requests that reference to a contract with the City of Veblen be removed from the Summary List of Contracts with Deviations.

Staff Analyst: Dave Jacobson
Staff Attorney: Kelly Frazier
Date Docketed: 09/29/03
Intervention Deadline: 10/15/03

EL03-026 In the Matter of the Filing by Otter Tail Power Company for Approval of Tariff Revisions.

Application by Otter Tail Power Company for approval to revise its tariffed Summary List of Contracts with Deviations. The existing contract with the City of Clair City will expire on November 1, 2003. Otter Tail states the new agreement does not contain any deviations from Otter Tail's currently filed tariff and therefore requests that reference to a contract with the City of Clair City be removed from the Summary List of Contracts with Deviations.

Staff Analyst: Dave Jacobson
Staff Attorney: Kelly Frazier
Date Docketed: 09/29/03
Intervention Deadline: 10/15/03

TELECOMMUNICATIONS

TC03-180 In the Matter of the Application of Gold Line Telemanagement Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

On September 26, 2003, Gold Line Telemanagement Inc. filed an application seeking a Certificate of Authority to provide interexchange telecommunications services in South Dakota. The Applicant is a reseller which intends to offer interexchange services, including 1+ and 101XXXX outbound dialing, 800/888 toll-free inbound dialing, directory assistance, data services, travel card services and prepaid calling card services.

Staff Analyst: Keith Senger
Staff Attorney: Kelly Frazier
Date Docketed: 09/26/03
Intervention Deadline: 10/17/03

TC03-181 In the Matter of the Implementation of the Federal Communications Commission's Triennial Review Order Regarding Unbundling Obligations.

On August 21, 2003, the Federal Communications Commission (FCC) released its Triennial Review Order. Memorandum Opinion and Order, Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket Nos. 01-338, 96-98, 98-147. In its Triennial Review Order, the FCC directed the state commissions to make certain determinations regarding the unbundling obligations of incumbent local exchange carriers. The FCC required the state commissions to make these determinations within nine months from the effective date of the Order. On September 29, 2003, the Commission opened a docket requesting that any person or entity that intends to present evidence challenging the FCC's findings of impairment regarding access to loops, dedicated transport, or local circuit switching for mass market customers shall file a notice of such intent on or before October 10, 2003. The notice shall identify each network element that the person or entity intends to challenge regarding the FCC's findings of impairment. In addition, the Commission requested written comments regarding recommendations on how the Commission should proceed. These comments are also due on or before October 10, 2003.

Staff Analyst: Harlan Best
Staff Attorney: Karen Cremer
Date Opened: 09/29/03
Comments and Notices Due: 10/10/03

**TC03-182 In the Matter of the Filing for Approval of an Amendment to an
Interconnection Agreement between Qwest Corporation and PrairieWave
Telecommunications, Inc.**

On September 29, 2003, the Commission received a Filing of Toll and Local Billing Records Terms and Conditions Amendment to the Interconnection Agreement between PrairieWave Telecommunications, Inc. and Qwest Corporation). According to the parties, the amendment is a negotiated amendment to the agreement made between the parties in Docket TC97-126, which was approved by the Commission on October 21, 1998. The amendment is made in order to add the Toll and Local Billing Records Terms and Conditions as set forth in Attachment 1 and Exhibit A, attached to the filing. 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 October 20, 2003. 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: Kelly Frazier
Date Docketed: 09/29/03
Initial Comments Due: 10/20/03

**TC03-183 In the Matter of the Request of Farmers Mutual Telephone Company for
Certification Regarding its Use of Federal Universal Service Support.**

On October 1, 2003, Farmers Mutual Telephone Company (Farmers Mutual) provided information constituting Farmers Mutual's plan for the use of its federal universal service support and to otherwise verify that Farmers Mutual will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best
Staff Attorney: Karen E. Cremer
Date Docketed: 10/01/03
Intervention Deadline: 10/10/03

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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 TAIL POWER COMPANY FOR APPROVAL OF TARIFF REVISIONS))))	ORDER APPROVING TARIFF REVISIONS EL03-026
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On September 29, 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 Clair City. A new contract replaces a contract between the parties which terminates on November 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, Twelfth Revised Sheet No. 1, Cancelling Eleventh Revised Sheet No. 1

At its October 16, 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 November 1, 2003.

Dated at Pierre, South Dakota, this 28th day of October, 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><i>Alaine Kolbe</i></u>
Date: <u>10/29/03</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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NOV 03 2003
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

October 31, 2003



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

**RE: SD PUC Docket EL03-026 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. 1 for your files. The Summary of Contracts with Deviations has an approval date of October 16, 2003 and an effective date of November 1, 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

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>	
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