

December 21, 2017

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**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

The Honorable Kimberly D. Bose
Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, DC 20426

Re: *Otter Tail Power Company*, Docket No. ER17-1192-00
Compliance Filing of Otter Tail Power Company to Submit Executed Version of
Interconnection and Transmission Service Agreement between Otter Tail and East
River Electric Power Cooperative, Inc., designated as Rate Schedule No. 168

Dear Secretary Bose:

Otter Tail Power Company (“Otter Tail”) on March 15, 2017, as amended on May 11, 2017 and July 10, 2017, submitted for filing in this proceeding a restated, conforming version of an Interconnection and Transmission Service Agreement between Otter Tail and East River Electric Power Cooperative, Inc., designated as Rate Schedule No. 168 (“Restated Agreement”). The Commission accepted the Restated Agreement effective May 15, 2017, subject to Otter Tail submitting an executed copy of the Restated Agreement as a compliance filing.¹

To comply with the Commission’s directive in the Letter Order, Otter Tail hereby submits the enclosed executed copy of the Restated Agreement.² Aside from the addition of the parties’ signatures, the executed copy of the Restated Agreement is unchanged from the Restated Agreement as accepted by the Letter Order. Otter Tail respectfully requests that the Commission accept the executed Restated Agreement as compliant with the requirements of the Letter Order.

¹ *Otter Tail Power Co.*, Letter Order, Docket Nos. ER17-1192, et al. (Aug. 25, 2017) (“Letter Order”).

² Pursuant to the Commission’s directives in Order No. 714, Otter Tail submits the executed copy of the Restated Agreement as an entire document in PDF format. *Electronic Tariff Filings*, Order No. 714, 2008–2013 FERC Stats. & Regs., Regs. Preambles ¶ 31,276, at P 13 (2008), *final rule*, Order No. 714-A, III FERC Stats. & Regs., Regs. Preambles ¶ 31,356 (2014).

Kimberly D. Bose, Secretary

December 21, 2017

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I. Effective Date

Otter Tail requests that the Commission grant an effective date of May 15, 2017, for the executed Restated Agreement, which is the effective date established by the Commission in the Letter Order when it accepted the unexecuted version of the Restated Agreement.

II. Documents Enclosed

Otter Tail encloses with this transmittal the following attachment:

- Executed copy of the restated, conforming Interconnection and Transmission Service Agreement between Otter Tail and East River Electric Power Cooperative, Inc., designated as Rate Schedule No. 168.

III. Service

A copy of this filing is being served on each person designated on the Commission's official service list for this proceeding, as well as the Minnesota Public Utilities Commission, and the South Dakota Public Utilities Commission.

IV. Conclusion

Based on the foregoing, Otter Tail asks that the Commission accept the executed Restated Agreement effective as of the date requested herein

Respectfully submitted,

/s/ Paul M. Flynn

Paul M. Flynn

Wright & Talisman, P.C.

1200 G Street, N.W., Suite 600

Washington, D.C. 20005

Telephone: (202) 393-1200

flynn@wrightlaw.com

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document upon each person designated on the official service list compiled by the Secretary in this proceeding, as well as the public service commissions of the states of Minnesota and South Dakota.

Dated at Washington, D.C., the 21st of December, 2017.

/s/ Sidney L. Fowler
Sidney L. Fowler

**Attorney for
Otter Tail Power Company**

OTTER TAIL POWER COMPANY

RATE SCHEDULE NO. 168

INTERCONNECTION AND TRANSMISSION SERVICE AGREEMENT

BETWEEN

EAST RIVER ELECTRIC POWER COOPERATIVE, INC.

AND

OTTER TAIL POWER COMPANY

INTERCONNECTION AND TRANSMISSION SERVICE AGREEMENT
BETWEEN
EAST RIVER ELECTRIC POWER COOPERATIVE, INC.
MADISON, SOUTH DAKOTA
AND
OTTER TAIL POWER COMPANY
FERGUS FALLS, MINNESOTA

This agreement, made this 8th day of January 1973, by East River Electric Power Cooperative, Inc., (hereinafter called "East River"), a cooperative corporation incorporated under the laws of the State of South Dakota, and Otter Tail Power Company (hereinafter called "Otter Tail"), a Minnesota corporation, which corporations are referred to herein individually as party and collectively as parties, WITNESSETH:

WHEREAS, Otter Tail in cooperation with Montana-Dakota Utilities Co. of Bismarck, North Dakota and Northwestern Public Service Company of Huron, South Dakota is constructing a 440 megawatt generating plant (hereinafter called "Big Stone Plant"), in the vicinity of Big Stone City, South Dakota and

WHEREAS, East River has constructed a substation near Gary, South Dakota (hereinafter called "Blair Substation") which connect to the transmission system of the United States Bureau of Reclamation (hereinafter called "Bureau"), and

WHEREAS, a 230 KV transmission interconnection between the Big Stone Plant of Otter Tail and the Bureau at the Blair Substation is desired, and

WHEREAS, East River and Otter Tail entered into a Transmission Service Agreement dated June 13, 1969, providing for interconnection of transmission facilities between East River and Otter Tail at Britton, South Dakota, and transmission services to East River's Hillhead Substation in South Dakota; and East River (as agent for Lyon-Lincoln Electric Cooperative, Inc., and Traverse Electric Cooperative, Inc.) and Otter Tail entered into a Transmission Service Agreement with Lyon-Lincoln Electric

Cooperative, Inc., and Traverse Electric Cooperative, Inc., dated February 6, 1964, which provides for transmission services to certain loads of Traverse Electric Cooperative, Inc., in the State of Minnesota for the account of East River, and

WHEREAS, the parties hereto desire to terminate the two Transmission Service Agreements referred to above and to provide for the conditions under which: Otter Tail will continue to provide transmission services to certain loads of Traverse Electric Cooperative, Inc., and East River's Hillhead Substation in South Dakota; emergency service by both parties will be made available at the Britton interconnection; and additional facilities will be provided by East River at the Blair Substation to interconnect the Big Stone Plant of Otter Tail with the Bureau 230 KV transmission system at the Blair Substation.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the parties hereto agree as follows:

ARTICLE I

TRANSMISSION SERVICES

1-1 SERVICES PROVIDED. Subject to the provisions hereof, Otter Tail agrees to deliver to East River over the Otter Tail transmission system, in a normal load pattern, and East River agrees to receive the entire power and energy requirements which East River acquires from any power supplier, for delivery to Traverse Electric Cooperative, Inc., at points of delivery specified in Exhibit "A" attached hereto and made a part hereof and for delivery to Lake Region Electric Association, Inc., at East River's Hillhead Substation in South Dakota as described in Exhibit "A".

It is understood and agreed that the necessity for adequate and reliable electric service and proper planning and projection of future service requirements, together with

the other commitments of Otter Tail's integrated system, place limitations on the transmission capacity of Otter Tail's integrated system, and that the transmission services agreed to be provided by Otter Tail hereunder are planned for and related and limited to the preset retail loads of the named Cooperatives, and to their normal growth including service to new and presently non-existing loads which may develop in the service area of the named Cooperatives.

1-2 POINTS OF INPUT TO OTTER TAIL. East River shall arrange for delivery of electric power and energy to Otter Tail from the Bureau, other power suppliers or other transmission systems at such point or points of interconnection between Otter Tail and the Bureau, other power suppliers or other transmission systems as Otter Tail may agree to from time to time. The amount of power and energy delivered to Otter Tail shall be equal to the amount delivered by Otter Tail to East River at the points of delivery listed in Exhibit "A", plus 5.5 per cent to compensate for transmission losses.

1-3 CONNECTION OF FACILITIES. East River shall own, operate and maintain the substations set forth in Exhibit "A" to enable East River to receive power and energy, including switching and protective equipment necessary to protect the system of Otter Tail. The parties shall enter into separate connection agreements in the form of Exhibit "D" attached hereto and made a part hereof for each point of delivery listed in Exhibit "A". Additional terms relevant to the Dome Pipeline Point of Interconnection are set forth in Exhibit "G."

All devices installed by East River for the purpose of regulating voltage from the points of delivery shall be installed on the load side of the metering equipment.

1-4 METERING. The delivery of electric power and energy to the East River substations set forth in Exhibit "A" shall be at a transmission voltage of approximately

41,600 volts and shall be metered at approximately 12,500 volts. To compensate for transformer losses the meter readings shall be multiplied by a factor of 1.02. When applied to transformers associated with deliveries to loads specified under Exhibit "A" of this contract, the meter readings taken on or after November 20, 1986 shall be multiplied by a factor of 1.013. East River may at its option and expense install loss compensation devices at the Points of Metering of Exhibit "A" as an alternative to the use of the transformer loss factor. Such compensating devices shall be of a design and with settings approved by Otter Tail.

Except for meters and metering equipment furnished, owned, read and maintained by the Bureau or unless otherwise specified herein, East River shall furnish, own, read and maintain the meters and metering equipment at the East River substations, set forth in Exhibit "A". Meters shall be equipped to provide recorded demand and kilowatt hours.

At the Britton interconnection, Otter Tail shall furnish, own, read and maintain the meters, and East River shall furnish, own and maintain the metering transformers.

All meters shall be read monthly at times mutually agreed upon and a copy of the readings shall be forwarded to the other party. Metering records shall be available to authorized agents and employees of either party for purposes of this agreement.

Each party shall make annual tests, inspections and adjustments of its meters at its own expense and shall advise the other party promptly of the results of any tests showing inaccuracy of more than two per cent (2%) above or below calibrated standards. Each party shall make additional tests of its meters at the request of the other party, but the expense of such tests shall be borne by the party requesting such tests if the meter is found to be within 2 percent (2%) of calibrated standards. Meters shall be left in a correctly adjusted condition after testing. Representatives of any affected party shall be

afforded the opportunity to be present at all routine or special tests. If any test shows that a meter is inaccurate by more than two percent (2%), the meter shall be recalibrated and the readings of such meter previously taken shall be corrected according to the percentage of inaccuracy so found, but no such correction shall extend beyond 60 days previous to the day on which the inaccuracy is discovered by such tests. If any metering equipment at any time fails to register, or if the registration thereof is so erratic as to be meaningless, the power and energy delivered shall be determined from the best information available.

1-5 **FIRMING SERVICE.** In the event of failure of the transmission facilities of the Bureau or of any other power supplier to deliver electric service for East River at the normal points of delivery to Otter Tail's system, Otter Tail agrees to make available alternate facilities on its system to reroute such electric service for delivery to East River.

ARTICLE II

BRITTON INTERCONNECTION

2-1 **OWNERSHIP OF FACILITIES.** The ownership of the facilities at the Britton interconnection shall be as shown in Exhibit "B" attached hereto and made a part hereof.

East River hereby grants to Otter Tail permission to place its structures and equipment necessary for the Britton interconnection upon the substation property of East River as a consideration of this agreement and without additional charge therefore.

2-2 **EMERGENCY SERVICE.** Each party agrees to furnish to the other emergency energy at the Britton interconnection up to such amounts as will not, in the sole judgment of the supplying party, endanger its facilities or interfere with its obligations to its consumers.

Each of the parties, when receiving emergency service at the Britton interconnection, shall through its agreement with the Bureau or other power suppliers, arrange for the delivery to the other party of the amount of electric energy so received plus seven per cent (7%) thereof to compensate for transmission losses.

2-3 ADDITIONAL INTERCONNECTIONS FOR EMERGENCY SERVICE.

The parties agree to establish additional points of interconnection for emergency service at the Lake Preston interconnection, as more fully set forth in Exhibit "F," Exhibit "H," and Exhibit "I" attached hereto and incorporated herein, and at the Victor Interconnection, as more fully set forth in Exhibit "I."

ARTICLE III

BLAIR SUBSTATION INTERCONNECTION FACILITIES

3-1 East River shall install, own, operate and maintain additions to its Blair Substation to provide for the termination of Otter Tail's 230 KV line from the Big Stone Plant. The facilities to be provided and the connections thereof shall be as shown in Exhibit "C" attached hereto and made a part of this contract. Said facilities shall establish a direct interconnection between Otter Tail and the Bureau. Electric power and energy scheduled between Otter Tail and the Bureau shall be allowed to flow through this interconnection as a consideration of this agreement up to the capability of the installed facilities.

3-2 East River hereby grants Otter Tail permission to place its structures and equipment necessary for the interconnection specified herein upon the Blair Substation property as a consideration of this agreement and without additional charge. All such structures and equipment shall meet the Environmental Criteria for Electric Transmission

Systems of the United States, Department of Interior and the Rural Electrification Administration.

3-3 Additions to the Blair Substation specified in Exhibit "C" shall be completed on or about September 1, 1974.

3-4 The investment by East River hereinafter referred to as "Blair Substation Investment" in the facilities specified in Exhibit "C" entitled "Blair Substation Interconnection Facilities" shall include the total costs incurred by East River. East River may include in such costs a charge for administrative overhead not to exceed fifteen per cent (15%) of the payroll cost of East River employees and five per cent (5%) of the cost of material provided by East River. All other costs, including costs incurred from the Bureau of Reclamation in the development and testing of the interconnection, professional engineering services, and the contract price of an independent contractor for equipment, materials, labor and supervision for the construction of the interconnection facilities, shall be included without adding any charge for administrative overhead.

3-5 Metering equipment shall be provided at the Blair Substation as specified in Exhibit "C". Specifications of metering equipment and connections shall be approved by Otter Tail and the Bureau. Meters and telemetering equipment shall be provided by the Bureau or Otter Tail and shall be mounted in space provided by East River. Installation of meters and telemetering equipment shall be by the supplier of such devices. East River shall supply, install, own and maintain the supervisory equipment as required by the Bureau.

3-6 Otter Tail shall also install communication facilities upon the Blair Substation property consisting of one microwave tower with associated guy wires, footings, anchors, and equipment building located as indicated in Exhibit "C (Supplement

No. 2)" and Exhibit "E (F.L. Blair Microwave site)" attached hereto and made a part hereof.

ARTICLE IV

COMPENSATION TO OTTER TAIL FOR TRANSMISSION SERVICES

4.1 East River shall pay to Otter Tail one and one-half mills (\$0.0015) per kilowatt hour for all kilowatt hours delivered by Otter Tail to the East River substations set forth in Exhibit "A".

4-2 East River shall pay to Otter Tail an additional one mill (\$0.001) per kilowatt hour for all kilowatt hours delivered by Otter Tail to the East River substations set forth in Exhibit "A" in respect of which Otter Tail is not paid a one mill per kilowatt hour wheeling charge by the party supplying such energy to East River.

4-3 East River shall make transmission payments to Otter Tail under Sections 4-1 and 4-2 for each monthly billing period following the effective date of this contract. Beginning with the first full monthly period following September 1, 1974, or the date of completion of the "Blair Substation Interconnection Facilities," whichever occurs later, the amounts payable to Otter Tail for transmission services under Sections 4-1 and 4-2, shall be reduced by a transmission credit equal to .010833 times the "Blair Substation Investment" per month. Commencing with the month that preparations are begun for the installation of interconnection facilities at the Lake Preston Interconnection, Otter Tail shall further reduce the amounts payable to Otter Tail for transmission services under Sections 4-1 and 4-2 by \$21.66 per month. This further reduction shall continue until the first full month after the Lake Preston Interconnection has been discontinued and facilities removed.

4-4 The amount by which any transmission credit due to East River under Section 4-3 exceeds any transmission payment due to Otter Tail under Sections 4-1 and 4-2 in any monthly billing period shall be applied as follows:

- (a) Upon request of East River, Otter Tail will pay to East River the amount of such excess transmission credit; provided, however, that the total of the amounts to be so paid by Otter Tail shall be limited to the total of the transmission payments by East River to Otter Tail under Sections 4-1 and 4-2 which have actually been made previously and were not offset or reduced by transmission credits.
- (b) Any excess transmission credits which are not repaid to East River under(a) shall be accumulated and used only to reduce future transmission payments due to Otter Tail under Sections 4-1 and 4-2 during the remainder of the term of this agreement.

4-5 All billings for amounts due under this contract shall be made monthly and all billings are due and payable when rendered.

ARTICLE V

GENERAL

5-1 PREVIOUS CONTRACTS OR AGREEMENTS. Upon execution of this contract, the Transmission Service Agreement between Lyon-Lincoln Electric Cooperative, Inc., and Traverse Electric Cooperative, Inc. and Otter Tail, dated February 6, 1964 and the Transmission Service Agreement between East River and Otter Tail, dated June 13, 1969 and all previous communications and negotiations pertaining thereto between said parties, either verbal or written, not herein contained, shall be void and of no effect.

5-2 This contract shall become effective as provided herein and shall remain in effect until midnight of November 30, 2012, and if then not terminated by not less than 24 months' prior written notice given by either party to the other, shall continue in full force and effect until so terminated; provided, however, that the provision of this contract concerning the Britton Interconnection shall remain in effect until February 1, 2012, and if not then terminated by not less than 24 months' prior written notice given by either party to the other, shall continue in full force and effect until so terminated.

Upon termination of those provisions of this contract concerning the Blair Substation interconnection facilities, or upon termination of the Western-Otter Tail Contract No. 14-06-600-615A which provides for Otter Tail's interconnection at the Blair Substation to Western, Otter Tail shall have the right and obligation to purchase the facilities in the Blair Substation and the easements and other rights hereinafter described which are necessary to continue the transmission interconnection with Western (being those facilities related to the Blair Substation set forth and described in Exhibit "C" attached hereto and made a part hereof) and the easements and other rights hereinafter described. The purchase price thereof shall be the "Blair Substation Investment" less depreciation at the rate of 2.75% per year, but in no event shall the price be less than 25% of the "Blair Substation Investment." No additional charge shall be made or payment due for easements or other rights hereinafter described. Upon purchase of the said facilities, Otter Tail shall have and acquire perpetual rights and easements for the purpose of operating, maintaining, repairing, replacing, and removing the then existing interconnection facilities and Otter Tail's then existing transmission line, together with its supporting structures including poles, crossarms, wires, insulators, guy wires, anchors, and other necessary equipment in connection therewith and the right of ingress and egress

for such purposes, upon, over, and across the following tract or parcel of land now owned in fee by East River:

The Southwest Quarter of Southwest Quarter (SW- ¼ SW- ¼) of Section Sixteen (16), Township One Hundred Sixteen (116) North, Range Forty-Seven (47), West of Fifth (5th) Principal Meridian, except highway right of way, Deuel County, South Dakota

and East River agrees to make, execute, acknowledge, and deliver to Otter Tail or cause the same to be done, all such further instruments and conveyances and to take or cause to be taken all such further actions as may be reasonably requested by Otter Tail to effectuate its purchase of the Blair Substation interconnection facilities and the acquisition of said rights and easements. Purchase by Otter Tail of the Blair Substation facilities hereunder shall terminate transmission credits under Paragraph 4-3 of this Agreement.

5-3 It is understood and agreed that deliveries to East River under this agreement will be made as specified in Exhibit "A" hereof. The parties agree that Exhibit "A" will be supplemented if necessary to provide additional points of delivery from Otter Tail's system or changes in the agreed substation capacity specified therein, provided that such changes are necessary for the services agreed to be provided under Section 1-1 of Article I and provided that East River gives Otter Tail sufficient notice of such changes to permit Otter Tail to provide adequate capacity in its system.

5-4 The facilities to be furnished by the parties hereunder and set forth in the Exhibits attached hereto may vary during the term hereof. Accordingly each of such exhibits may be amended by agreement of the parties in writing to provide for the

modification of such facilities and when any such exhibit is so amended and attached hereto it shall become a part of this contract.

5-5 Neither party shall be considered to be in default in respect of any obligation hereunder, if prevented from fulfilling such obligation by reason of uncontrollable forces, the term uncontrollable forces being deemed for the purpose of this contract to mean any cause beyond the control of the party affected, including but not limited to, acts of God, failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, war, riot, civil disturbances, labor disputes and strikes, sabotage and restraint by court or public authority. Either party rendered unable to fulfill any obligation by reason of uncontrollable forces shall exercise all reasonable means to remove such inability with all reasonable dispatch.

5-6 Otter Tail shall not be liable or responsible for any torts, debts or liabilities of East River and East River shall not be liable or responsible for any torts, debts or liabilities of Otter Tail.

5-7 Nothing contained in this contract shall be construed to render East River or Otter Tail liable for any claims, demands, costs, losses, causes of action, damages or liabilities of whatsoever kind or nature, arising out of or resulting from the construction, operation or maintenance of the other's facilities.

5-8 This instrument contains the entire agreement between the parties and no statement, promises or inducements made by any party hereto or agent or officer of either party hereto, which is not contained in this written contract, shall be valid or binding; the contract may not be enlarged, modified or altered except in writing, signed by the proper officers of the parties hereto and endorsed hereon.

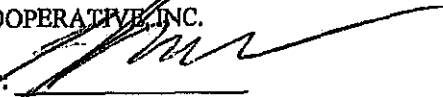
5-9 This agreement shall inure to the benefit of and be binding upon the assignees and successors of the respective parties hereto.

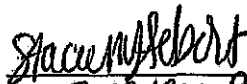
5-10 This agreement is subject to the approval of the Administrator of the Rural Electrification Administration and any regulatory body or bodies having jurisdiction thereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the day and year first above written.

Attest: 
Title: COO

EAST RIVER ELECTRIC POWER
COOPERATIVE, INC.

By: 
President CEO

Attest: 
Title: Mgr. PERC/RTO Policy

OTTER TAIL POWER COMPANY

By: 
Vice President, Electrical Asset Mgmt.

Exhibit A

EXHIBIT "A"
TRANSMISSION SERVICE AGREEMENT BETWEEN
EAST RIVE ELECTRIC POWER COOPERATIVE, INC.
AND
OTTER TAIL POWER COMPANY

<u>NAME OF SUBSTATION</u>	<u>AGREED SUB CAPACITY</u>	<u>LOCATION OF POINTS OF DELIVERY FROM OTTER TAIL POWER COMPANY'S SYSTEM</u>	<u>VOLTAGE</u>	<u>LOCATION OF POINTS OF METERING</u>	<u>VOLTAGE</u>
Beardsley	3,750 kVA	At or near the NE corner of the NE 1/4 of Sec. 6, T 124 N., R 48 W., Big Stone County, Minnesota	41,600	At or near the NE corner of the NE 1/4 of Sec. 6, T 124 N., R 48 W., Big Stone County, Minnesota	7,200/12,500
Doran	1,500 kVA	At or near the SE corner of Sec. 5, T 131 N., R 46 W., Wilkin County Minnesota	41,600	At or near the SE corner of Sec. 20 T 131 N., R 46 W., Wilkin County, Minnesota	7,200/12,500
Graceville	2,500 kVA	Near the SW corner of the SE 1/4, Sec. 4, T 124 N., R 46 W., Big Stone County Minnesota	41,600	Near the SW corner of Sec. 34, T 125 N., R 46 W., Traverse County, Minnesota	7,200/12,500
Wendell	2,500 kVA	Near the SW corner of Sec. 30, T 129 N., R 43 W., Grant County, Minnesota	41,600	Near the NE corner of Sec. 36, T 129 N., R 45 W., Traverse County, Minnesota	7,200/12,500
Wheaton	7,500 kVA	At or near the NE corner of the NW 1/4 of the NW 1/4 of Sec. 29, T 127 N., R 46 W., Traverse County, Minnesota	41,600	At or near the NE corner of the NW 1/4 of the NW 1/4 of Sec. 29, T 127 N., R 46 W., Traverse County Minnesota	7,200/12,500
Hillhead	3,750 kVA	The NE 1/4 of Sec. 34, T 128 N., R 54 W., 8 miles north of Lake City on Highway 23, Marshall County, South Dakota	41,600	The NE 1/4 of Sec. 34, T 128 N., R 54 W., 8 miles north of Lake City on Highway 23, Marshall County, South Dakota	72,000/12,500
Dumont	3,750 kVA	At or near the NE corner of the NW 1/4, Sec. 6, T 124 N., R 44 W., Stevens County Minnesota	41,600	The SW corner of the SW 1/4 of Sec. 17, T 126 N., R 44 W., Stevens County, Minnesota	7,200/12,500

Dome	5,000 kVA	SW corner of the SW 1/4 of Sec. 14, T 128 N., R 47 W., Traverse County Minnesota	41,600	Near the SE corner of the NE 1/4 of Sec. 19, T 128 N., R 47 W., Traverse County, Minnesota	4,160
Veblen	5,000 kVA	At or near NE corner of the NE 1/4 of Section 23, Township 128 North, Range 53 West, Marshall County, South Dakota	41,600	Near the SE corner of the SE 1/4 of Sec. 14, T 128 N., R 53 W., Marshall County, South Dakota	7,200/12,500

Exhibit B

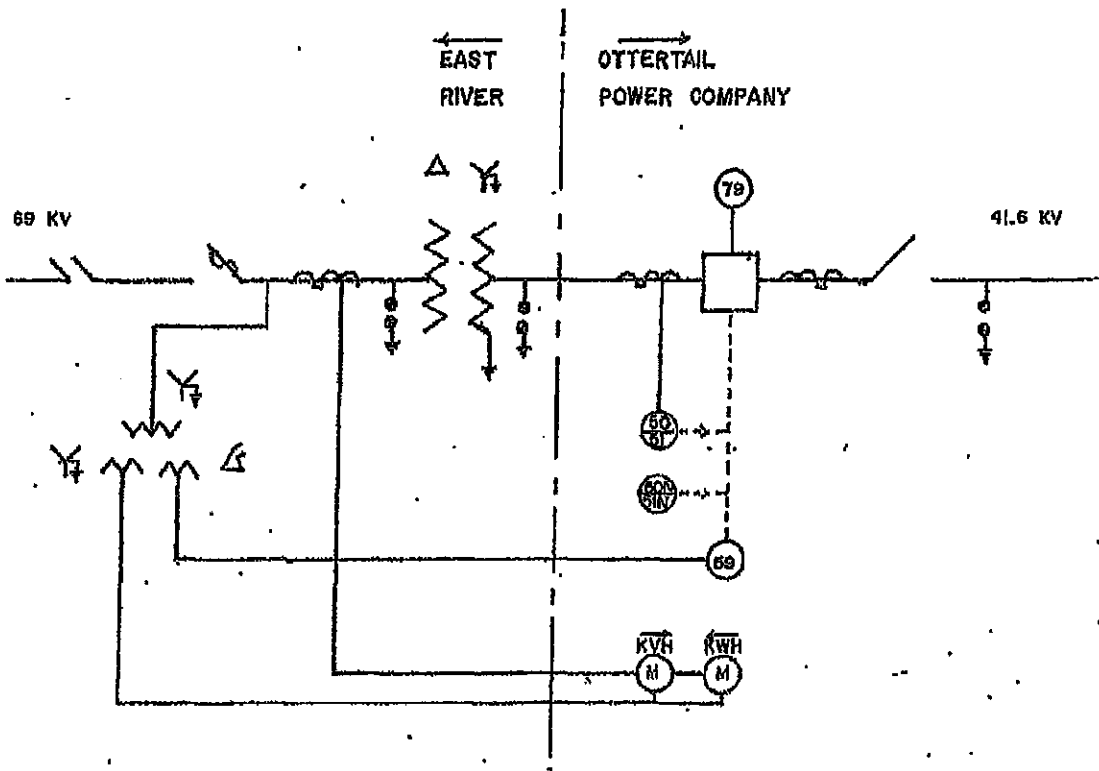
INTERCONNECTION AND TRANSMISSION SERVICE AGREEMENT
 BETWEEN
 EAST RIVER ELECTRIC COOPERATIVE, INC.
 AND
 OTTER TAIL POWER COMPANY
 BRITTON INTERCONNECTION

Items Provided, by East River:

- (1) Transformer, 7000 KVA, 69000 to 43800 volts with lightning arresters, two 2½% no load taps above and two 2½% no load taps below 69000 and meter accuracy bushing current transformers in 69 KV bushings.
- (2) Substation site, site development, concrete foundations for East River and Otter Tail equipment, fencing, etc.
- (3) Three 69 KV potential transformers
- (4) Station service, single phase 120-240 volts.
- (5) 69 KV switching equipment and support structures

Items Provided by Otter Tail:

- (1) 41.6 KV oil circuit breaker with relays.
- (2) 41.6 KV switching equipment and supporting structures. (3). Meters and associated wiring.



**F.L. BLAIR SUBSTATION
L&N LOAD CONTROL BOUNDARY
EQUIPMENT REPLACEMENT**

PURPOSE:

Western has begun a replacement program to modernize the load control boundary telemetry equipment associated with its East Load Control Area. This equipment is outdated and has exceeded its useful life.

HISTORY:

Under the terms of the contract, East River was responsible for providing Western with the load control boundary telemetry values from F.L. Blair. This included hardware compatible with the equipment chosen for the rest of the Western load control area and communications medium to the Watertown Dispatch Center. At East Rivers expense Western provided and installed the L&N equipment and ownership was turned over to Western. Western has provided maintenance for the L&N equipment, since that time. No other related fees have been collected. In other instances similar to this one the customer has retained ownership of the equipment and Western has charged an annual maintenance fee of \$1000. This fee was based on maintaining equipment at Watertown as well as the substation equipment.

CURRENTLY:

Western has begun to replace L&N equipment with: Sioux City, Spencer, Creston and Denison substations completed. F.L. Blair has been moved up on the replacement list to respond to Ottertails request to have the equipment replaced by the end of the year.

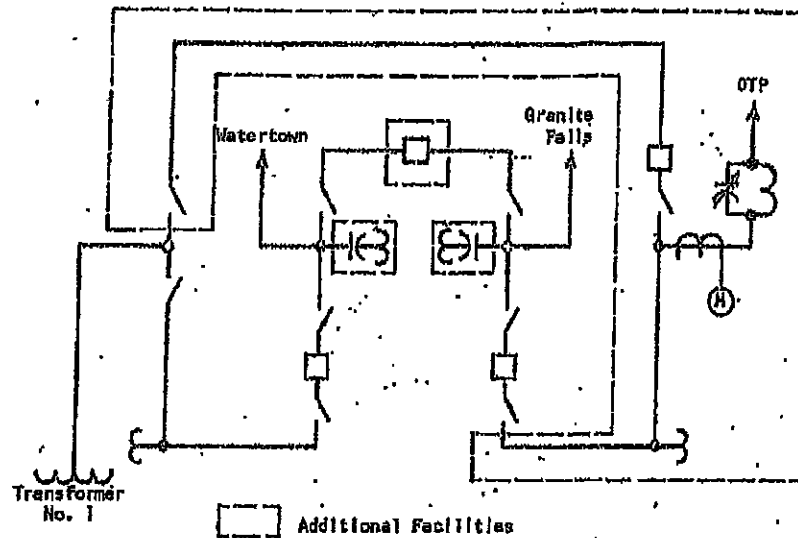
ISSUES:

- Who/what determines the need for replacement? Is it required?
- Who has the responsibility to replace the L&N load control equipment?
- Is a maintenance fee in order?
- Can the existing SCADA RTU be used to provide the information?

Exhibit C

BLAIR SUBSTATION INTERCONNECTION FACILITIES

Exhibit "C"



ADDITIONAL EQUIPMENT - EAST RIVER

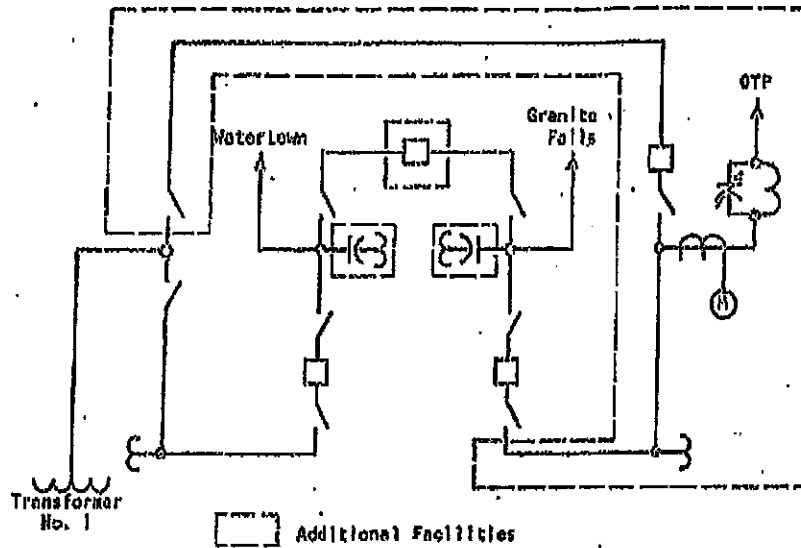
- 2 - 230 kv OCB
- 2 - 230 kv Disconnect Switches
- 6 - 230 kv Capacitor Potential Devices
- 3 - 230 kv Potential Transformers
- 3 - 230 kv Current Transformer (Wound)
- 1 - 230 kv Terminal Structure
- 1 - Lot - 230 kv Substation Bus
- 1 - Control Panel, including Line Relays and Carrier Terminal (OTP - Big Stone Line)
- 1 - Line Trap
- 1 - Coupling Capacitor w/ Carrier Accessories
- 1 - Lot - Supervisory, as required, to USBR

ADDITIONAL EQUIPMENT - BY OTTER TAIL POWER COMPANY
OR UNITED STATES BUREAU OF RECLAMATION

- 1 Set - Revenue Meters
- 1 Set - Telemetry Equipment
- 1 Lot - Supervisory, as required, to OTP

BLAIR SUBSTATION INTERCONNECTION FACILITIES

EXHIBIT "C"



ADDITIONAL EQUIPMENT - BY EAST RIVER

- 2 - 230 kv OCB
- 2 - 230 kv Disconnect Switches
- 6 - 230 kv Capacitor Potential Devices
- 3 - 230 kv Potential Transformers
- 3 - 230 kv Current Transformer (Wound)
- 1 - 230 kv Terminal Structure
- 1 Lot - 230 kv Substation Bus
- 1 - Control Panel, including Line Relays and Carrier Terminal (OTP - Big Stone Line)
- 1 - Line Trap
- 1 - Coupling Capacitor w/ Carrier Accessories
- 1 Lot - Supervisory, as required, to USBR

ADDITIONAL EQUIPMENT - BY OTHER TAIL POWER COMPANY
OR UNITED STATES BUREAU OF RECLAMATION ("WESTERN")

- 1 Set - Revenue Meters
- 1 Set - Telemetering Equipment
- 1 Lot - Supervisory, as required, to OTP

EXHIBIT "C"
INTERCONNECTION AND TRANSMISSION
SERVICE AGREEMENT
between
EAST RIVER ELECTRIC POWER COOPERATIVE, INC.
and
OTHER TAIL POWER COMPANY
Supplement No. 2

Exhibit D

INTERCONNECTION AND TRANSMISSION SERVICE AGREEMENT
BETWEEN
EAST RIVER POWER COOPERATIVE, INC.
AND
OTTER TAILPOWER COMPANY
ELECTRIC LINE CONNECTING AGREEMENT

1. Otter Tail is the owner of an electric transmission line to which the East River Electric Power Cooperative, Inc., wishes to connect for the purpose of receiving deliveries of electric power and energy pursuant and subject to the Interconnection and Transmission Service Agreement between East River Electric Power Cooperative, Inc. and Otter Tail Power Company dated _____. Otter Tail agrees to permit said connection to its line in accordance with the terms concerning ownership of the connecting facilities specified herein.

2. The line connection hereunder is located at

(Quarter, Section, Township, Range, County, State)

3. Electric power and energy delivered at the specified connection shall be three phase alternating current approximately _____ volts.

4. East River shall install, own and maintain in Otter Tail's line a junction pole or structure of a design approved by Otter Tail for the purpose of supporting and terminating the lines of the parties and providing for the East River connection thereof. In addition thereto East River shall install, own and maintain switching equipment at the point of connection complete

with the supporting structures therefore as listed below:

- a. One gang operated, three-pole air break switch in each of Otter Tail's lines _____ and _____ from said point of connection.
- b. A gang operated, three-pole air break switch in East River's tap line from said point of connection.
- c. A three pole oil circuit breaker in East River's tap line from said point of connection.

Said switching equipment shall be of standard make and design with voltage and current ratings approved by Otter Tail. Otter Tail will provide insulation and fittings as required for the support or termination of its lines on East River's structures.

5. East River shall reimburse Otter Tail for all expenses incurred as a result of this connection or any preparations therefore.

6. East River shall, at its own expense, maintain and keep in repair its structures, attachments and equipment. Otter Tail shall cooperate in temporarily releasing the use of its transmission lines when possible for normal maintenance of East River's equipment connected to said lines. East River shall reimburse Otter Tail for all switching costs including labor incurred for such line switching. Upon request by East River, Otter Tail shall perform maintenance work on the East River electrical installations and equipment specified herein. East River shall reimburse Otter Tail for all costs incurred in the performance of such maintenance work, including administrative and general expenses.

7. Operation of the switches specified herein which

are located in Otter Tail's transmission lines shall be done only upon specific orders from Otter Tail's system dispatchers at Fergus Falls. Employees of Otter Tail shall have access at all times to operate East River switching equipment specified hereunder. East River shall operate the switching equipment specified herein without delay when so requested by Otter Tail's dispatchers. No charge shall be made by East River to Otter Tail for switching performed hereunder.

8. If East River decides to discontinue use of its connection to Otter Tail's line or if the connection is no longer usable in its present location, East River shall, at its own expense, remove its property, installed in conformance with this Agreement and restore Otter Tail's line and supporting structures to their original condition or that condition satisfactory with Otter Tail.

9. If it shall be determined by the parties hereto that it has become necessary for Otter Tail to relocate its transmission line serving the connection specified herein to eliminate interference with other, utilities, with conflicting rights of way such as roads, ditches, etc., or for similar reasons, East River, if it wishes to continue to receive service, shall at its own expense, relocate the connecting facilities specified under Paragraph 4 hereof and build the necessary connecting lines to such relocated point of connection as may be agreed between the parties hereto.

10. Each party shall pay any and all taxes levied and assessed on their respective properties as specified by the Agreement.

11. Otter Tail does not in any manner warrant or covenant unto East River the existence or validity of any easement,

covenant unto East River the existence or validity of any easement, franchise or other authorization for the erection, maintenance or repair of East River installations specified herein. East River shall procure all necessary easements, franchise or authorization required for the construction, operation and maintenance of its structures, wires, equipment, guys or other installations.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of this _____ day of _____, 19__.

Attest: _____
Title: _____

EAST RIVER ELECTRIC POWER
COOPERATIVE, INC.

By: _____
President

Attest: _____
Title: _____

OTTER TAIL POWER COMPANY

By: _____
Vice President, Electrical

Exhibit D
Supplement No. 1
Dome Pipeline Point
of Interconnection

INTERCONNECTION AND TRANSMISSION SERVICE AGREEMENT
Between
EAST RIVER ELECTRIC POWER COOPERATIVE, INC.
Madison, South Dakota..
and
OTTER TAIL POWER COMPANY
Fergus Falls, Minnesota

1. Otter Tail is the owner of an electric transmission line to which East River Electric Power Cooperative, Inc. wishes to connect for the purpose of receiving delivery of electric power and energy pursuant and subject to the Interconnection and Transmission Service Agreement between East River Electric Power Cooperative, Inc., and Otter Tail Power Company, dated January 8, 1973, and Supplement No. 1 thereto. Otter Tail agrees to permit said interconnection to its line in accordance with the terms concerning ownership of connecting facilities specified herein.

2. The line connection hereunder is to be located in Section Fourteen (14), Township One Hundred Twenty Eight (128) North, Range Forty Seven (47) West, Traverse County, Minnesota (hereinafter called the "Dome Pipeline Point of Interconnection").

3. Electric power and energy delivered at the specified connection shall be 3-phase alternating current of approximately 41,600 volts.

4. East River shall install, own and maintain in Otter Tail's line a junction pole or structure of a design approved by Otter Tail for the purpose of supporting and terminating the lines of the parties and for providing for the East River connection thereof. In addition thereto,

East River shall install, own and maintain switching equipment at the point of interconnection complete with the supporting structures therefore as listed below:

- a. One gang-operated, 3-pole airbreak switch in each of Otter Tail's lines north and south from said point of interconnection.
- b. A gang-operated, 3-pole airbreak switch in East River's tap line from said point of interconnection.

Said switching equipment shall be of standard make and design with voltage and current ratings approved by Otter Tail. Otter Tail will provide insulators and fittings as required for the support or termination of Otter Tail's lines on East River's structures.

5. East River shall, at its own expense, maintain and keep in repair its structures, attachments and equipment. Otter Tail shall cooperate in temporarily releasing the use of its transmission line when possible for normal maintenance of East River's equipment connected to said lines. East River shall reimburse Otter Tail for all switching costs, including labor, incurred for such line switching. Upon request by East River, Otter Tail shall perform maintenance work on the East River electrical installations and equipment specified herein. East River shall reimburse Otter Tail for all costs incurred in the performance of such maintenance work, including administrative and general expense.

6. Operation of the switches specified herein, which are located in Otter Tail's transmission lines, shall be done only upon specific

orders from Otter Tail's system dispatchers at Fergus Falls, Minnesota. Employees of Otter Tail shall have access at all times to operate East River switching equipment specified hereunder. East River shall operate the switching equipment specified herein without delay when so requested by Otter Tail's dispatchers. No charge shall be made by East River to Otter Tail for switching performed hereunder.

7. If it shall be determined by the parties hereto that it has become necessary for Otter Tail to relocate or change the normal operating voltage level of its transmission line serving the connections specified herein to eliminate interference with other utilities, with conflicting rights of way, such as roads, ditches, to increase the capacity of its transmission system, or for any other reason, East River, if it wishes to continue to receive service, shall, at its own expense, relocate the connecting facilities specified under paragraph 4 hereof and build the necessary connecting lines to such relocated point of connection as may be agreed between the parties hereto and provide facilities to receive electric service at the new voltage level.

8. Each party shall pay any and all taxes levied and assessed on their respective properties as specified by the Agreement.

9. Otter Tail does not in any manner warrant or covenant unto East River the existence or validity of any easement, franchise, or other authorization for the erection, maintenance or repair of East River installation specified herein. East River shall procure all necessary

easements, franchise or authorization required for the construction, operation and maintenance of its structures, wires, equipment guy wires or other installations.

10. As a consideration of this Agreement, and without additional compensation therefore, East River agrees to provide substation space and access to electrical circuits in the substation of East River located at the Dome Pipeline Pumping Station for the installation by Otter Tail of any voltage correction or reactive supply equipment which Otter Tail may wish to utilize. Meter readings of kilovar demand shall be adjusted to take into account the effect of any voltage correction or reactive power supply apparatus which may be installed by Otter Tail on the load side of the meters.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of this 20th day of February, 19 78.

EAST RIVER ELECTRIC POWER COOPERATIVE, INC.

By Harold Johnson
President

ATTEST:

Quight Myland
(Title)

OTTER TAIL POWER COMPANY

By Harold Rye
Vice President - Electrical

ATTEST:

Jay W. Myrten
(Title) Corporate Secretary

INTERCONNECTION AND TRANSMISSION SERVICE AGREEMENT
BETWEEN
EAST RIVER ELECTRIC POWER COOPERATIVE, INC.
AND
OTTER TAIL POWER COMPANY

SUPPLEMENT NO. 2
ELECTRIC LINE CONNECTING AGREEMENT

1. Otter Tail is the owner of an electric transmission line to which the East River Electric Power Cooperative, Inc., wishes to connect for the purpose of receiving deliveries of electric power and energy pursuant and subject to the Interconnection and Transmission Service Agreement between East River Electric Power Cooperative, Inc., and Otter Tail Power Company dated January 8, 1973, as supplemented. Otter Tail agrees to permit said connection to its line in accordance with the terms concerning ownership of the connecting facilities specified herein.

2. The line connection hereunder is located at:

The northeast corner of the Northwest Quarter (NW $\frac{1}{4}$) of Section Six (6), Township One Hundred Twenty-Four (124) North, Range Forty-Four (44) West of Fifth (5th) Principal Meridian, Stevens County, Minnesota.

3. Electric power and energy delivered at the specified connection shall be three phase alternating current approximately 41,600 volts.

4. East River shall install, own, and maintain in Otter Tail's line a junction pole or structure of a design approved by Otter Tail for providing for the East River connection thereof. In addition thereto East River shall install, own, and maintain switching equipment at the point of connection complete with the supporting structures therefore as listed below:

- a. One gang-operated, three-pole air break switch in each of Otter Tail's lines east and west from said point of connection.
- b. A gang-operated, three-pole air break switch in East River's tap line from said point of connection.

Said switching equipment shall be of standard make and design with voltage and current ratings approved by Otter Tail. Otter Tail will provide insulation and fittings as required for the support or termination of its lines on East River's structures.

5. East River shall reimburse Otter Tail for all expenses incurred as a result of this connection or any preparations therefore.

6. East River shall, at its own expense, maintain and keep in repair its structures, attachments, and equipment. Otter Tail shall cooperate in temporarily releasing the use of its transmission lines when possible for normal maintenance of East River's equipment connected to said lines. East River shall reimburse Otter Tail for all switching costs including labor incurred for such line switching. Upon request by East River, Otter Tail shall perform maintenance work on the East River electrical installations and equipment specified herein. East River shall reimburse Otter Tail for all costs incurred in the performance of such maintenance work, including administrative and general expenses.

7. Operation of the switches specified herein which are located in Otter Tail's transmission lines shall be done only upon specific orders from Otter Tail's system dispatchers at Fergus Falls. Employees

of Otter Tail shall have access at all times to operate East River switching equipment specified hereunder. East River shall operate the switching equipment specified herein without delay when so requested by Otter Tail's dispatchers. No charge shall be made by East River to Otter Tail for switching performed hereunder.

8. If East River decides to discontinue use of its connection to Otter Tail's line or if the connection is no longer usable in its present location, East River shall, at its own expense, remove its property, installed in conformance with this Agreement, and restore Otter Tail's line and supporting structures to their original condition or that condition satisfactory with Otter Tail.

9. If it shall be determined by the Parties hereto that it has become necessary for Otter Tail to relocate its transmission line serving the connection specified herein or if Otter Tail changes the normal operating voltage level of its transmission line, East River, if it wishes to continue to receive service, shall at its own expense, relocate and/or replace the connecting facilities specified under Paragraph 4 hereof and build the necessary connecting lines to such relocated point of connection as may be agreed between the Parties hereto and provide facilities to receive electric service at the new voltage level.

10. Each party shall pay any and all taxes levied and assessed on their respective properties as specified by the Agreement.

11. Otter Tail does not in any manner warrant or covenant unto East River the existence or validity of any easement, franchise, or other authorization for the erection, maintenance, or repair of East River installations specified herein. East River shall procure all necessary easements, franchise, or authorization required for the construction, operation, and maintenance of its structures, wires, equipment, guys, or other installations.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed as of this 13th day of August, 1983

EAST RIVER ELECTRIC POWER COOPERATIVE, INC.

By *Cliff Johnson*
President

ATTEST:
Boyd Myland
(Title)

OTTER TAIL POWER COMPANY
By *Donald S. Kruppi*
Vice President
Engineering & Operations

ATTEST:
Ray W. Myers
(Title)

EXHIBIT "D"

INTERCONNECTION AND TRANSMISSION SERVICE AGREEMENT
BETWEEN
EAST RIVER ELECTRIC POWER COOPERATIVE, INC.
AND
OTTER TAIL POWER COMPANY
SUPPLEMENT NO. 4
ELECTRIC LINE CONNECTING AGREEMENT
GRACEVILLE POINT OF INTERCONNECTION

1. Otter Tail is the owner of an electric transmission line to which the East River Electric Power Cooperative, Inc., wishes to connect for the purpose of receiving deliveries of electric power and energy pursuant and subject to the Interconnection and Transmission Service Agreement between East River Electric Power Cooperative, Inc. and Otter Tail Power Company dated January 8, 1973, as supplemented. Otter Tail agrees to permit said connection to its line in accordance with the terms concerning ownership of the connecting facilities specified herein.

2. The line connection hereunder is located at or near the SW corner of the SE $\frac{1}{4}$, Section 4, T 124 N., R 46 W., Big Stone County, Minnesota.

3. Electric power and energy delivered at the specified connection shall be three phase alternating current approximately 41,600 volts.

4. East River shall install, own and maintain in Otter Tail's line a junction pole or structure of a design approved by Otter Tail for the purpose of supporting and terminating the lines of the Parties and providing for the East River connection thereof. In addition thereto East River shall install, own and maintain switching equipment at the point of connection complete with the supporting structures therefore as listed below:

- a. One gang operated, three-pole air break switch in each of Otter Tail's lines east and west from said point of connection.

- b. A gang operated, three-pole air break switch in East River's tap line from said point of connection.

Said switching equipment shall be of standard make and design with voltage and current ratings approved by Otter Tail. Otter Tail will provide insulation and fittings as required for the support or termination of its lines on East River's structures.

5. East River shall reimburse Otter Tail for all expenses incurred as a result of this connection or any preparations therefore.

6. East River shall, at its own expense, maintain and keep in repair its structures, attachments and equipment. Otter Tail shall cooperate in temporarily releasing the use of its transmission lines when possible for normal maintenance of East River's equipment connected to said lines. East River shall reimburse Otter Tail for all switching costs including labor incurred for such line switching. Upon request by East River, Otter Tail shall perform maintenance work on the East River electrical installations and equipment specified herein. East River shall reimburse Otter Tail for all costs incurred in the performance of such maintenance work, including administrative and general expenses.

7. Operation of the switches specified herein which are located in Otter Tail's transmission lines shall be done only upon specific orders from Otter Tail's system dispatchers at Fergus Falls. Employees of Otter Tail shall have access at all times to operate East River switching equipment specified hereunder. East River shall operate the switching equipment specified herein

without delay when so requested by Otter Tail's dispatchers. No charge shall be made by East River to Otter Tail for switching performed hereunder.

8. If East River decides to discontinue use of its connection to Otter Tail's line or if the connection is no longer usable in its present location, East River shall, at its own expense, remove its property, installed in conformance with this Agreement and restore Otter Tail's line and supporting structures to their original condition or that condition satisfactory with Otter Tail.

9. If it shall be determined by the Parties hereto that it has become necessary for Otter Tail to relocate its transmission line serving the connection specified herein to eliminate interference with other utilities, with conflicting rights of way such as roads, ditches, etc., or for similar reasons, East River, if it wishes to continue to receive service, shall at its own expense, relocate the connecting facilities specified under Paragraph 4 hereof and build the necessary connecting lines to such relocated point of connection as may be agreed between the Parties hereto.

10. Each Party shall pay any and all taxes levied and assessed on their respective properties as specified by the Agreement.

11. Otter Tail does not in any manner warrant or covenant unto East River the existence or validity of any easement, franchise or other authorization for the erection, maintenance or repair of East River installations specified herein. East River shall procure all necessary easements, franchise or authorization

required for the construction, operation and maintenance of its structures, wires, equipment, guys or other installations.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this 10th day of September, 1986.



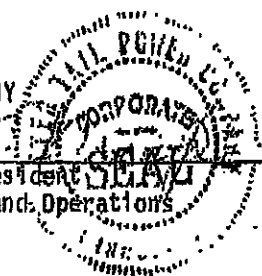
EAST RIVER ELECTRIC POWER COOPERATIVE, INC.

By [Signature]
President

ATTEST:
[Signature]
(Title) Secretary

OTTER TAIL POWER COMPANY

By [Signature]
Vice President
Engineering and Operations



ATTEST:

[Signature]
(Title)

Beardsley, MN. Substation

INTERCONNECTION AND TRANSMISSION SERVICE AGREEMENT
BETWEEN
EAST RIVER ELECTRIC POWER COOPERATIVE, INC.
AND
OTTER TAIL POWER COMPANY
ELECTRIC LINE CONNECTING AGREEMENT

1. Otter Tail is the owner of an electric transmission line that East River Electric Power Cooperative, Inc. (hereinafter referred to as East River), is presently connected to in the vicinity of Beardsley, Minnesota. East River will be abandoning this connection and wishes to reconnect to Otter Tail again for the purpose of receiving deliveries of electric power and energy pursuant and subject to the interconnection and transmission service agreement between East River and Otter Tail, dated January 8, 1973, as supplemented. Otter Tail agrees to permit said connection to its line in accordance with the terms concerning ownership of the connecting facilities specified herein.

2. The line connection hereunder is located at or near the N.E. corner of the NE1/4 of Section 6, T. 124 N., R. 48 W., Big Stone County, Minnesota.

3. Electric power and energy delivered at the specified connection shall be three-phase alternating current approximately 41,600 volts.

4. East River shall install, own, and maintain in Otter Tail's line a junction pole or structure of a design approved by Otter Tail for the purpose of supporting and terminating the lines of the parties and providing for the East River connection thereof. In addition thereto, East River shall install, own, and maintain switching equipment at the point of connection complete with the supporting structures herefore as listed below:

- a. One gang-operated, three-pole air break switch in each of Otter Tail's lines East and West from said point of connection.

Said switching equipment shall be of standard make and design with voltage and current ratings approved by Otter Tail. Otter Tail will provide insulation and fittings as required for the support or termination of its lines on East River's structures.

5. East River shall, at its own expense, maintain and keep in repair its structures, attachments, and equipment. Otter Tail shall cooperate in temporarily releasing the use of its transmission lines when possible for normal maintenance of East River's equipment connected to said lines. East River shall reimburse Otter Tail for all switching costs including labor incurred for such line switching. Upon request by East River, Otter Tail shall perform maintenance work on the East River electrical installations and equipment specified herein. East River shall reimburse Otter Tail for all costs incurred in the performance of such maintenance work, including administrative and generation expenses.

6. Operation of the switches specified herein which are located in Otter Tail's transmission lines shall be done only upon specific orders from Otter Tail's system dispatchers at Fergus Falls. Employees of Otter Tail shall have access at all times to operate East River switching equipment specified hereunder. East River shall operate the switching equipment specified herein without delay when so requested by Otter Tail's dispatchers. No charge shall be made by East River to Otter Tail for switching performed hereunder.

7. If East River decides to discontinue use of its connection to Otter Tail's line or if the connection is no longer usable in its present location, East River shall, at its own expense, remove its property, installed in conformance with this Agreement and restore Otter Tail's line and supporting structures to their original condition or that condition satisfactory with Otter Tail.

8. If it shall be determined by the parties hereto that it has become necessary for Otter Tail to relocate its transmission line serving the connection specified herein to eliminate interference with other utilities, with conflicting rights of way, such as roads, ditches, etc., or for similar reasons, East River, if it wishes to continue to receive service, shall at its own expense, relocate the connecting facilities specified under Paragraph 4 hereof and build the necessary connecting lines to such relocated point of connection as may be agreed between the parties hereto.

9. Each party shall pay any and all taxes levied and assessed on their respective properties as specified by the Agreement.

10. Otter Tail does not in any manner warrant or covenant unto East River the existence or validity of any easement, franchise or other authorization for the erection, maintenance, or repair of East

River installations specified herein. East River shall procure all necessary easements, franchise, or authorization required for the construction, operation, and maintenance of its structures, wires, equipment, guys, or other installations.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of this 7th day of January, 1993.

EAST RIVER ELECTRIC POWER COOPERATIVE, INC.

By *Edward W. Fitzsche*
President

ATTEST:

Vaden Jackson
Title Secretary

OTTER TAIL POWER COMPANY,

By *[Signature]*
Vice President, Electrical

ATTEST:

Nancy Myler
Title Secretary

Wendell, MN. Substation

INTERCONNECTION AND TRANSMISSION SERVICE AGREEMENT
BETWEEN
EAST RIVER ELECTRIC POWER COOPERATIVE, INC.
AND
OTTER TAIL POWER COMPANY
ELECTRIC LINE CONNECTING AGREEMENT

1. Otter Tail is the owner of an electric transmission line that East River Electric Power Cooperative, Inc. (hereinafter referred to as East River), is presently connected to in the vicinity of Wendell, Minnesota. East River will be abandoning this connection and wishes to reconnect to Otter Tail again for the purpose of receiving deliveries of electric power and energy pursuant and subject to the interconnection and transmission service agreement between East River and Otter Tail, dated January 8, 1978, as supplemented. Otter Tail agrees to permit said connection to its line in accordance with the terms concerning ownership of the connecting facilities specified herein.

2. The line connection hereunder is located at or near the S.W. corner of Section 80, T. 129 N., R. 43 W., Grant County, Minnesota.

3. Electric power and energy delivered at the specified connection shall be three-phase alternating current approximately 41,600 volts.

4. East River shall install, own, and maintain in Otter Tail's line a junction pole or structure of a design approved by Otter Tail for the purpose of supporting and terminating the lines of the parties and providing for the East River connection thereof. In addition thereto, East River shall install, own, and maintain switching equipment at the point of connection complete with the supporting structures therefore as listed below:

- a. One gang-operated, three-pole air break switch in each of Otter Tail's lines North and South from said point of connection.
- b. One gang-operated, three-pole air break switch in East River's tap line West from said point of connection.

Said switching equipment shall be of standard make and design with voltage and current ratings approved by Otter Tail. Otter Tail will provide insulation and fittings as required for the support or termination of its lines on East River's structures.

5. East River shall, at its own expense, maintain and keep in repair its structures, attachments, and equipment. Otter Tail shall cooperate in temporarily releasing the use of its transmission lines when possible for normal maintenance of East River's equipment connected to said lines. East River shall reimburse Otter Tail for all switching costs including labor incurred for such line switching. Upon request by East River, Otter Tail shall perform maintenance work on the East River electrical installations and equipment specified herein. East River shall reimburse Otter Tail for all costs incurred in the performance of such maintenance work, including administrative and generation expenses.

6. Operation of the switches specified herein which are located in Otter Tail's transmission lines shall be done only upon specific orders from Otter Tail's system dispatchers at Fergus Falls. Employees of Otter Tail shall have access at all times to operate East River switching equipment specified hereunder. East River shall operate the switching equipment specified herein without delay when so requested by Otter Tail's dispatchers. No charge shall be made by East River to Otter Tail for switching performed hereunder.

7. If East River decides to discontinue use of its connection to Otter Tail's line or if the connection is no longer usable in its present location, East River shall, at its own expense, remove its property, installed in conformance with this Agreement and restore Otter Tail's line and supporting structures to their original condition or that condition satisfactory with Otter Tail.

8. If it shall be determined by the parties hereto that it has become necessary for Otter Tail to relocate its transmission line serving the connection specified herein to eliminate interference with other utilities, with conflicting rights of way, such as roads, ditches, etc., or for similar reasons, East River, if it wishes to continue to receive service, shall at its own expense, relocate the connecting facilities specified under Paragraph 4 hereof and build the necessary connecting lines to such relocated point of connection as may be agreed between the parties hereto.

9. Each party shall pay any and all taxes levied and assessed on their respective properties as specified by the Agreement.

10. Otter Tail does not in any manner warrant or covenant unto East River the existence or validity of any easement, franchise or other authorization for the erection, maintenance, or repair of East River installations specified herein. East River shall procure all necessary easements, franchise, or authorization required for the construction, operation, and maintenance of its structures, wires, equipment, guys, or other installations.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of this 2nd day of December, 1993

EAST RIVER ELECTRIC POWER COOPERATIVE, INC.

By Waynes Wright
President

ATTEST:

Keith Kleppin
Title Secy

OTTER TAIL POWER COMPANY

By [Signature]
Vice President, Electrical

ATTEST:

Nancy [Signature]
Title Secretary

INTERCONNECTION AND TRANSMISSION SERVICE AGREEMENT
BETWEEN
EAST RIVER ELECTRIC POWER COOPERATIVE, INC.
AND
OTTER TAIL POWER COMPANY
SUPPLEMENT NO. 7

ELECTRIC LINE CONNECTING AGREEMENT
VEBLEN POINT OF INTERCONNECTION

1. Otter Tail is the owner of an electric transmission line to which the East River Electric Power Cooperative, Inc., desired to connect in 2007 for the purpose of receiving deliveries of electric power and energy pursuant and subject to the Interconnection and Transmission Service Agreement between East River Electric Power Cooperative, Inc., and Otter Tail Power Company dated January 8, 1973, as supplemented. In 2007, Otter Tail agreed to permit said connection to its line in accordance with the terms concerning ownership of the connecting facilities specified herein.
2. The line connection is located at or near NE corner of the NE $\frac{1}{4}$ of Section 23, Township 128 North, Range 53 West, Marshall County, South Dakota.
3. Electric power and energy delivered at the specified connection is three phase alternating current approximately 41,600 volts.
4. East River has installed, owns, and maintains in Otter Tail's line a junction structure of a design approved by Otter Tail for the purpose of supporting and terminating the lines of the Parties and providing for the East River connection.

In addition, East River installed, owns, and maintains switching equipment adjacent to the point of connection, complete with the poles a following supporting structures collectively, the "Switching Equipment":

- a. Two individual group operated vertical break switches in Otter Tail's line at said point of connection.

The Switching Equipment is of the standard make and design with voltage and current ratings and has been approved by Otter Tail. Otter Tail provided insulation and fittings required for the support of termination of its lines on East River's structures.

5. In 2008, East River timely reimbursed Otter Tail for all expenses incurred as a result of this connection or any preparations therefore.

6. East River has and shall continue, at its own expense, maintain and keep in repair its structures, attachments, and equipment. Otter Tail has and shall continue to cooperate in temporarily releasing the use of its transmission lines when possible for normal maintenance of East River's equipment connected to said lines. East River shall reimburse Otter Tail for all switching costs, including labor incurred for such line switching. Upon reasonable request and prior notification by East River, Otter Tail shall perform maintenance work on the East River electrical installations and equipment specified herein. East River shall reimburse Otter Tail for all costs incurred in the performance of such maintenance work, including administrative and general expenses.

7. Operation of the switch specified herein is located in Otter Tail's transmission line shall be done only upon specific orders from Otter Tail's system dispatchers at Fergus Falls. Employees of Otter Tail shall have access at all times to

operate East River Switching Equipment. East River shall promptly operate the Switching Equipment when requested by Otter Tail's dispatchers. No charge shall be made by East River to Otter Tail for switching performed hereunder.

8. If East River decides to discontinue use of its connection to Otter Tail's line, or if the connection is no longer usable in its present location, East River shall, at its own expense, remove its property, installed in conformance with this Agreement and restore Otter Tail's line and supporting structures to their original condition or that condition satisfactory with Otter Tail.

9. If it shall be determined by the Parties hereto that it has become necessary for Otter Tail to relocate its transmission line serving the connection specified herein to eliminate interference with other utilities, with conflicting rights of way such as road, ditches, etc., or for similar reasons, East River, if it wishes to continue to receive service, shall at its own expense, relocate the connecting facilities specified under Paragraph 4 hereof and build the necessary connecting lines to such relocated point of connection as may be agreed between the Parties hereto.

10. Each Party shall pay any and all taxes levied and assessed on their respective properties as specified by the Agreement.

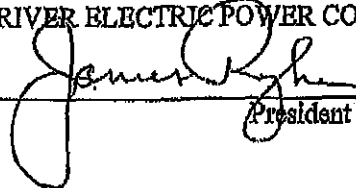
11. Otter Tail does not in any manner warrant or covenant unto East River the existence or validity of any easement, franchise or other authorization for the erection, maintenance or repair of East River installations specified herein. East River shall procure all necessary easements, franchise or authorization required for the construction, operation, and maintenance of its structures, wires, equipment, guys or other installations.

EXHIBIT "D"

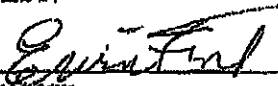
The effective date of this Agreement is the 1st day of October, 2007.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be
executed as of this 4th day of August, 2011.

EAST RIVER ELECTRIC POWER COOPERATIVE, INC.

By 
President

ATTEST:


Secretary
(Title)

OTTER TAIL POWER COMPANY

By 
Vice President
Asset Management

ATTEST:


(Title)

Exhibit E

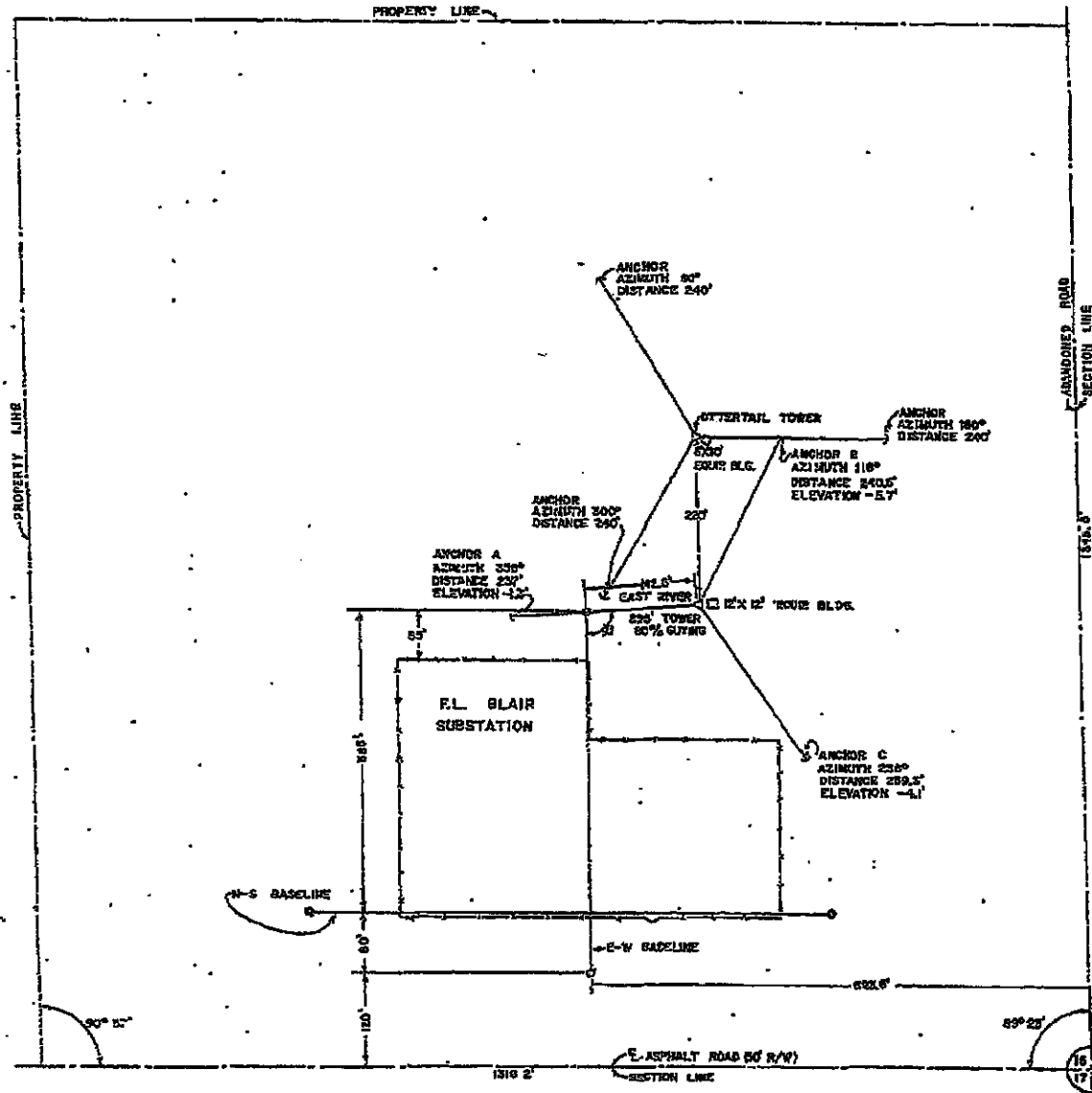
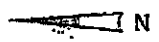


EXHIBIT "B"

DEUEL COUNTY
SECTION 16
TOWNSHIP 116 N
RANGE 47 W



BASELINE MONUMENT 1/2" REBAR
SET IN CONCRETE
(DENOTES ANGLE OF 90° 25'
TOWER POSITIONARY SURVEY 10-17-78
TOWER GUY SURVEY 6-4-78
ASSUMED HEIGHT 0' AT +35' ABOVE
GROUND LEVEL AT TOWER BASE.
MAGNETIC DECLINATION: -8°

INFORMATION OBTAINED DRAWING 5175-21
REVISION 5, FL. BLAIR SUBSTATION
SITE DEVELOPMENT PLAN.

DWS OF 10-20-78 REDRAWN

EAST RIVER ELECTRIC POWER COOPERATIVE, INC.
MADISON, S. DAKOTA

FL. BLAIR MICROWAVE SITE

DATE 10-28-82 DWG. NO. ER- SCALE 1" = 120'
DWS. NO. 970-161A SHEET OF

NO.	REVISION	DATE

Exhibit F

EXHIBIT F

TRANSMISSION SERVICE AGREEMENT
BETWEEN
EAST RIVER ELECTRIC COOPERATIVE INC.
AND
OTTER TAIL POWER COMPANY
SUPPLEMENT NO. 3

LAKE PRESTON INTERCONNECTION

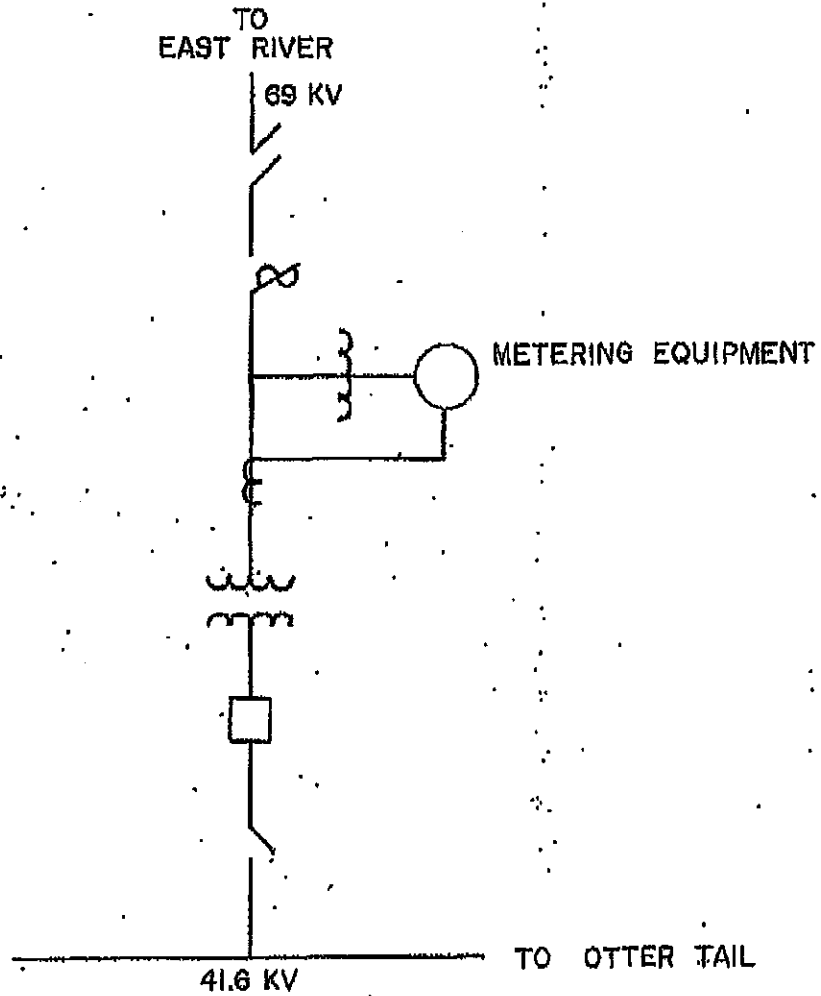


Exhibit G

Supplement 1

SUPPLEMENT NO. 1
to the
INTERCONNECTION AND TRANSMISSION SERVICE AGREEMENT
Between
EAST RIVER ELECTRIC POWER COOPERATIVE, INC.
Madison, South Dakota
and
OTTER TAIL POWER COMPANY
Fergus Falls, Minnesota

1. This Supplement made this 20th day of February
1978, between East River Electric Power Cooperative, Inc. a corporation duly
organized, created and existing under and by virtue of the laws of the State
of South Dakota, and a REA financed cooperative, herein called East River, its
successors and assigns, and Otter Tail Power Company, a corporation duly
organized, created and existing under and by virtue of the laws of the State
of Minnesota, hereinafter called Otter Tail, its successors and assigns, which
corporations are referred to herein individually as party and collectively as
parties.

WITNESSETH:

2. WHEREAS, the parties hereto have entered into a contract known as
Interconnection and Transmission Service Agreement between East River Electric
Power Cooperative, Inc., Madison, South Dakota, and Otter Tail Power Company,
Fergus Falls, Minnesota, dated the 8th day of January, 1973, hereinafter
called the Original Contract providing among other things for the delivery
of electric power and energy in a normal load pattern to the retail loads of
Traverse Electric Cooperative, Inc. of Wheaton, Minnesota; and

3. WHEREAS, East River desires to establish an interconnection on the Otter Tail Power Company transmission system in Section 14, Township 128 North, Range 47 West, Traverse County, Minnesota (hereinafter called the "Dome Pipeline Point of Interconnection"); and

4. WHEREAS, the parties agree that transmission service to the load requirements of the Dome Pipeline Point of Interconnection is not provided under Exhibit A of the Original Contract; and

5. WHEREAS, it is the intent of the parties that the rate established for service to the Dome Pipeline Point of Interconnection represent Otter Tail's fully allocated cost; and

6. WHEREAS, the parties desire to provide service to the Dome Pipeline Point of Interconnection under the terms and conditions set forth in the Original Contract and as provided by this Supplement No. 1, thereto;

7. NOW, THEREFORE, in consideration of the mutual covenants set forth herein and in the said Original Contract, the parties hereto agree as follows:

8. Otter Tail does hereby grant to East River permission to interconnect, construct and maintain the Dome Pipeline Point of Interconnection to Otter Tail Power Company's transmission line.

9. To establish the Dome Pipeline Point of Interconnection in Section Fourteen (14), Township One Hundred Twenty Eight (128) North, Range Forty Seven (47) West for delivery of electric power and energy from Otter Tail

to East River at a nominal 41,600 volts, 3-phase, 60-hertz East River will:

- (1) assume costs for any required construction assistance furnished by Otter Tail at the Dome Pipeline Point of Interconnection as specified in Exhibit D.
- (2) execute the attached Exhibit D entitled, "Dome Pipeline Point of Interconnection".

10. East River shall compensate Otter Tail for transmission services to the Dome Pipeline Point of Interconnection in the amount and manner prescribed in Article IV of the Original Contract.

11. In addition to the compensation provided for in paragraph 10 above, East River will pay Otter Tail at the rate of \$.40 per KW of peak demand per month but not less than \$700.00 per month for the term of this Supplement No. 1 to provide for the allocated costs of providing services specified herein to the Dome Pipeline Point of Interconnection. Peak demand shall be the greatest rate at which energy is delivered by Otter Tail to East River during any interval of 15 consecutive minutes occurring during the month for which the bill is rendered. Metered quantities of a 30 minute interval demand meter shall be multiplied by a factor of 1.015 to adjust to a 15-minute interval period. Electric service to be provided under this Agreement shall be limited to providing starting requirements of electric motors not in excess of 2000 hp per motor.

12. Should Dome Pipeline Corporation, its successors or assigns, cease to take power and energy over the Dome Pipeline Point of Interconnection, East River will continue the facilities payment to Otter Tail in the amount of \$700.00 per month for the duration of this Supplement.

13. East River shall provide or cause to be provided the reactive power requirements at the Dome Pipeline Point of Interconnection. If, in any monthly billing period, Otter Tail supplies reactive power in excess of one kvar for each three kilowatts of peak demand, East River shall reimburse Otter Tail at the rate of fifteen cents (\$0.15) per kvar for all such excess kvars. East River agrees to install or cause to be installed a meter suitable for the determination of kvar demand.

14. East River agrees to support Otter Tail in its filing of this Agreement and Rate Schedule with the Federal Energy Regulatory Commission and on seeking approval thereof by said Commission.

15. Subject to the terms of paragraph 17 hereof, this Supplement shall become effective on the date of its execution and shall remain in effect concurrently with the Original Contract and shall terminate coincidentally therewith.

16. Except as expressly modified by this Supplement, the Original Contract shall remain in full force and effect and this Supplement shall be subject to all the provisions of the Original Contract except as herein modified.

17. All terms and conditions set forth herein become binding upon written approval of the Administrator of the Rural Electrification Administration and acceptance for filing by the Federal Energy Regulatory Commission.

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be executed the day and year first above written.

DATE February 20th 1978

EAST RIVER ELECTRIC POWER COOPERATIVE, INC.

By Virgil Johnson
President

ATTEST:

Dwight Nyland
(Title)

OTTER TAIL POWER COMPANY

By Norman Rye
Vice President Electrical

ATTEST:

Janal Myrte
(Title) Corporate Secretary

Exhibit H

SUPPLEMENT NO. 3
to the
INTERCONNECTION AND TRANSMISSION SERVICE AGREEMENT
Between
EAST RIVER ELECTRIC POWER COOPERATIVE, INC.
Madison, South Dakota
and
OTTER TAIL POWER COMPANY
Fergus Falls, Minnesota

1. This Agreement made this 6th day of June, 1985, by East River Electric Power Cooperative, Inc. (hereinafter called "East River"), a cooperative corporation incorporated under the laws of the state of South Dakota, and Otter Tail Power Company (hereinafter called "Otter Tail"), a Minnesota corporation, which corporations are referred to herein individually as Party and collectively as Parties.

WITNESSETH:

2. WHEREAS, the Parties have entered into an Interconnection and Transmission Service Agreement dated January 8, 1973, Supplement No. 1 thereto dated February 20, 1978, and Supplement No. 2 thereto dated June 10, 1983 (hereinafter together called the Original Contract), which contract provides for certain transmission services by each Party for the other, the intent being that such services by each Party will be generally equal to services provided by the other Party; and

3. WHEREAS, the Parties desire to provide for an additional point of interconnection for emergency service.

4. NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Parties agree as follows:

5. LAKE PRESTON INTERCONNECTION. The Parties agree to establish an interconnection for emergency services located near the SE corner Section 23, Township 111 N, Range 55 W, Kingsbury County, South Dakota, near Lake Preston, South Dakota. Said interconnection shall consist of the electrical equipment and connections described in Exhibit F (hereto attached). All costs associated with establishing the Lake Preston Interconnection shall be borne by Otter Tail. Completion of facilities shall be as determined by Otter Tail.

6. EMERGENCY SERVICE. Each Party agrees to furnish to the other emergency energy at the Lake Preston interconnection in accordance with provisions of Article 2-2 of the Original Contract for the Britton interconnection.

7. OPERATION. Operation of facilities at the Lake Preston interconnection shall be as agreed between the System Operations departments of East River and Otter Tail and shall conform to requirements of the supplier of emergency energy.

8. METERING. Delivery of electrical energy shall be at 69 kV at the Lake Preston interconnection. Meters and metering equipment shall be owned, maintained, and read by Otter Tail at the Lake Preston interconnection. Metering shall otherwise conform with the provision of Article 1-4 of the Original Contract.

9. TERM. This Supplement No. 3 shall terminate coincidentally with the Original Contract as amended.

10. EFFECTIVE DATE. Subject to the terms of Paragraph 11 hereof, this Supplement shall become effective on the date of its execution.

11. APPROVAL. This Agreement is subject to the approval of the Administrator of the Rural Electrification Administration and any regulatory body or bodies having jurisdiction thereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first above written.

EAST RIVER ELECTRIC POWER COOPERATIVE, INC.

BY *Clifford Johnson*
President

ATTEST:

Amiegha Nye
(Title) Secretary

OTTER TAIL POWER COMPANY

BY *Donald S. Macari*
Vice President, Engineering & Operations

ATTEST:

Jay W. Nye
(Title) Secretary

Exhibit I

SUPPLEMENT NO. 4
to the
INTERCONNECTION AND TRANSMISSION SERVICE AGREEMENT
Between
EAST RIVER ELECTRIC POWER COOPERATIVE, INC.
Madison, South Dakota
and
OTTER TAIL POWER COMPANY
Fergus Falls, Minnesota

THIS AGREEMENT, made this 10th day of September, 1986, by and between Otter Tail Power Company, a Minnesota corporation (hereinafter referred to as "Otter Tail"), and East River Electric Power Cooperative, Inc. (hereinafter referred to as "East River"), a cooperative corporation incorporated under the laws of South Dakota, which corporations are referred to herein individually as Party and collectively as Parties.

WITNESSETH

WHEREAS, the Parties have entered into an Interconnection and Transmission Service Agreement dated January 8, 1973, as supplemented; and

WHEREAS, Supplement No. 3 (dated June 6, 1985) to said Interconnection and Transmission Service Agreement ("Original Contract"), provides for an interconnection of transmission facilities for emergency service near Lake Preston; and

WHEREAS, the Parties desire to further agree as to facilities at the Lake Preston Interconnection; and

WHEREAS, the Graceville Point of Delivery has been relocated; and

WHEREAS, the Parties wish to provide for an additional point of interconnection for emergency service;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

1.0 LAKE PRESTON FACILITIES

1.1 East River hereby grants to Otter Tail the right to install, maintain, repair, replace, and remove, on East River's Lake Preston Substation Site located in the SE Corner, Section 23, Township 111N, Range 55W, Kingsbury County, South Dakota, a transformer, circuit breaker, disconnect switches, control wiring, appropriate foundations, line poles, and all other associated equipment and cables used in conjunction therewith. These facilities shall be installed with the sub site. Permission is also granted to permit Otter Tail to grade and level that portion of the substation site which will be used for construction of the interconnecting substation. The costs of such equipment, installation, grading and leveling will be paid by Otter Tail.

The material and equipment installed in said Lake Preston Interconnection Substation by Otter Tail shall be, and remain, personal property of Otter Tail, and shall not become a part of the real estate nor a part of the property of East River.

1.2 Otter Tail agrees to coordinate its installation of the facilities within the Interconnection Substation Site with East River approval.

1.3 Neither Party hereto shall permit any mechanic's, laborer's, or materialman's lien to stand unsatisfied against the premises of

either of the Parties in connection with any work performed on East River's Substation Site at the direction or acquiescence of said Party, except in the case of a bonafide dispute with the mechanic, laborer, or materialman filing such lien. The Party responsible for such dispute shall promptly cause the dispute to be resolved and the lien discharged. Each Party hereto agrees to indemnify and hold harmless the other Party from any such claim, including interest, attorney's fees, and all other litigation expenses related thereto.

- 1.4 Otter Tail will restore the premises of the Lake Preston Interconnection Substation to reasonable condition after any activity by Otter Tail on the site, or upon the removal of any equipment either during the term hereof or within a reasonable time after the expiration of this Agreement at its own expense.
- 1.5 East River warrants that it has title to the Lake Preston Interconnection Substation Site.
- 1.6 Each Party shall pay all taxes or assessments levied against its own equipment and property.
- 1.7 In the event of an emergency in which Otter Tail cannot perform the required repair or replacement, East River may perform the necessary maintenance work on the aforesaid transmission facilities of Otter Tail which are adversely affecting the operation of the East River transmission system and within 15 days of the billing thereof, Otter Tail shall reimburse East River for the costs incurred.

1.8 Each Party will indemnify and hold harmless the other Party from and against any and all claims, liabilities, losses, damages, or expenses caused by, or resulting from, the negligent acts or omissions of the indemnifying Party, its agents, servants, or employees.

2.0 GRACEVILLE POINT OF DELIVERY

2.1 Revision of Exhibit "A". Exhibit "A" as revised by Supplement No. 2 is hereby deleted and replaced by Exhibit "A" to this Supplement No. 4 hereto attached and made a part hereof.

2.2 Revision of the Graceville Exhibit "D". Exhibit "D", Graceville, Minnesota Substation of the Original Contract is hereby deleted and replaced by Exhibit "D" to this Supplement No. 4, hereto attached and made a part hereof.

3.0 VICTOR INTERCONNECTION

3.1 The Parties agree to establish an interconnection for emergency services located near the SW Corner of Section 8, Township 128N, Range 49W, Roberts County, South Dakota, near Victor, South Dakota. Said interconnection shall consist of the tap structure, a three-pole air break switch in Otter Tail's line west from the tap, a three-pole air break switch in East River's connecting line, a 41.6 kV connecting line approximately six miles long and transformation, switching, metering, and protective equipment at the location of East River's Victor Substation. All costs associated with establishing the Victor Interconnection shall be borne by

East River. Completion of facilities shall be as determined by East River.

3.2 Each Party agrees to furnish to the other emergency energy at the Lake Preston interconnection in accordance with provisions of Article 2-2 of the Original Contract for the Britton interconnection.

3.3 Operation of facilities at the Victor interconnection shall be as agreed between the System Operations departments of East River and Otter Tail and shall conform to requirements of the supplier of emergency energy.

3.4 Delivery of electrical energy shall be at 41.6 kV at the Victor interconnection. Meters and metering equipment shall be owned, maintained, and read by East River at the Victor interconnection. Metering shall otherwise conform with the provisions of Article 1-4 of the Original Contract.

4.0 GENERAL

4.1 Subject to the terms of Paragraph 4.4 hereof this Agreement shall become effective on the date of its execution and shall terminate coincidentally with the Original Contract.

4.2 No waiver or a breach of any of the agreements or provisions contained in this contract shall be construed to be a waiver of any subsequent breach of the same, or of any other common provision of the contract.

4.3 Except as expressly modified by this Supplement, the Original Contract shall remain in full force and effect and

this Supplement shall be subject to all the applicable provisions of the Original Contract except as herein provided or modified.

4.4 This Agreement is subject to the approval of the Administrator of the Rural Electrification Administration and any regulatory body having jurisdiction thereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

EAST RIVER ELECTRIC POWER
COOPERATIVE, INC.

OTTER TAIL POWER COMPANY

President

Vice President, Engineering &
Operations

Secretary

Secretary

Secretary