START

Form No. 9628

NUMBER - 4

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # Proposal to no longer provide maintenance to city owned

DATE: street lights after 1-1-95

FOLDER

MONTANA POWER COMPANY mpc
P.O. BOX 80330
BILLINGS, MONTANA 59108-0330

City of Billings
Re: Proposal to no longer
Provide maintenance to
City owned street light
effective 1-1-95

25 x 10

MPC BILLINGS DIVISION: 1944 MONAD RD., P.O. BOX 80330: BILLINGS, MT 59108-0330
MONTANA POWER COMPANY

R. E. OLTROGGE
DIVISION MANAGER

October 14, 1994

Ken Haag
Director of Public Works
City of Billings
510 N Broadway, 4th Floor
Billings, MT 59101

Dear Ken:

As you know, at various times, Montana Power Company has had difficulty in performing maintenance and repairs on city owned lights in a timely manner. This, quite honestly, has probably resulted in as many failures as successes with regard to customer satisfaction.

In an effort to determine how we might improve this, a group of MPC personnel recently met. During this meeting, it was determined that maintenance repairs beyond the operations services can't be handled during the peak construction period each year by MPC personnel. Often during the summer and fall, we have utilized contractor crews to perform the work on city owned street light systems.

The recently revised Public Service Commission tariff states that the utility should not perform such maintenance unless the customer is unable to obtain the service elsewhere. I've included a copy of the tariff for your review. We feel that if we were to continuing these repairs, we are likely to receive complaints from the private sector since this is work that could and should be done by them. Due to these factors, MPC would propose to no longer provide maintenance to city owned street light systems after January 1, 1995. Maintenance would include repairs beyond the operation services included in the tariff of relamping, cleaning luminaires, replacing broken or damaged refractors, and minor testing of circuitry.

Turning these repairs over to the private sector could benefit the city in a number of ways:

1. By bidding out the jobs, the city may be able to achieve better pricing through competition.
2. Repairs can be done more expeditiously. With MPC, due to the large construction loads, city owned lights are often a low priority since new customer connections receive greater attention. This results in poor service to the customer.

TELEPHONE 406/656-8666
TOLL FREE 1-800-823-7697
OFFICE FAX 406/652-8526 • SERVICE CENTER FAX 406/656-6314

3. More direct responses to the customer since repairs and the timeliness of those of those repairs will be handled solely by city personnel There may even be some efficiencies for the city since time won't be spent trying to track down jobs through MPC

Since MPC has an energy and operations agreement on most city owned lights, we would check each light that is called in. Enclosed is a form which MPC and the city could jointly use to communicate outages of lights. If you have any concerns about the form, please let us know right away so we can make any corrections before printing them.

In utilizing the City of Billings & Montana Power Co. Repair Form, the following steps would be taken:

1. The customer calls either the city or MPC and reports a light or lights out
2. Whoever receives that call fills out the top section of the attached form.
3. If the call is taken by the city, city personnel will fax the form to MPC at 656-6314
4. MPC servicemen will investigate the reason for the outage.
5. MPC servicemen will make operation repairs that are included in our tariff. These include the labor and material associated with relamping, cleaning luminaires, replacing broken or damaged refractors, replacing photocells and minor testing of circuitry
6. The form will be faxed back to the city so that the city is aware that the light is repaired. City may then notify customer. (If the initial request came directly to MPC, we will not fax a response to the city.)
7. If it is determined that further repairs are needed, the serviceman will complete the MPC comments section and it will be faxed to the city.
8. City will contract for any maintenance repairs.

I've included a separate sheet with these steps so it can be passed out to those who will be involved in this process The only exception to the above would be if MPC is called to investigate a situation which may be a hazard to the public such as a pole being knocked down in a vehicle accident. As in the past, we will make necessary repairs in order to ensure public safety and then bill the city for time and materials of such repairs. Obviously neither of us wish to leave a situation that would endanger the public.

MPC will keep a log of repairs that have been turned over to the city. Once a repair has been reported to the city, if a customer calls regarding the light, MPC will refer the customer to the city. It may also be helpful for the city to keep a log so that we can avoid customers being passed back and forth

Discontinuing the maintenance work January 1, 1995, should give the city adequate time to arrange for a contractor to handle future repairs. If there are pending repairs on January 1, we will turn them over to the city. Should you want to begin this sooner however, please let us know. We would like also to begin using the above detailed procedure effective immediately with the hope of working out any kinks before January 1.

Thank you Ken for your attention to this matter. We feel this will prove to be a better arrangement for both the city and MPC.

Also, for all new city owned street light installation or when existing service points are rebuilt, I would recommend that the city install meter bases on the services. This will provide the flexibility to the city of on/off control and the advantage of eliminating billing adjustments.

Should you have any questions or wish to set up a meeting on this matter, please feel free to give me a call.

Sincerely,

Michael Penberthy, P.E.
Division Superintendent

ELECTRIC TARIFF

MONTANA POWER COMPANY

CANCELLING 10th Revised SHEET NO [illegible]
9th Revised SHEET NO. [illegible]

Schedule No. SL-2

CUSTOMER-OWNED STREETLIGHT SERVICE

APPLICABILITY: Applicable to municipalities or other divisions or agencies of state or federal governments for the purpose of lighting streets, highways alleys, parks, public grounds or other publicly dedicated outdoor ways and places where lights are operated from dusk to dawn throughout the year.

TYPE OF SERVICE: Sixty cycle alternating current delivered to the customer's system at such voltage or current as may be available at Utility option.

RATES:
TYPE:

Nominal Lamp Rating

Incandescent Lamps

Lamp Watts	Average Initial Lumens	Rate Per Lamp Per Month/Or Rate Per kWh Per Month: Utility Supplies Energy Only		Utility Supplies Energy and Cleaning and Replacement Service For Lamps and Glassware	
150	2,780	$ 2.56	(I)	$ 4.27	(I)
		0.048762	(N)	0.081333	(N)
200	3,710	3.39	(I)	5.25	(I)
		0.048429	(N)	0.075000	(N)
66	1,000	1.11		3.17	(I)
		0.048087	(N)	0.137329	(N)
151	2,500	2.57	(I)	4.81	(I)
		0.048644	(N)	0.091041	(N)
233	4,000	3.96	(I)	6.74	(I)
		0.048539	(N)	0.082615	(N)
367	6,000	6.21	(I)	9.15	(I)
		0.048358	(N)	0.071252	(N)
548	10,000	9.29	(I)	12.39	(I)
		0.048427	(N)	0.064587	(N)
710	15,000	12.04	(I)	15.88	(I)
		0.048451	(N)	0.063903	(N)

(continued)

ISSUED BY: John D. Haffey TITLE: Vice President, Regulatory Affairs

TARIFF LETTER NO: 29-E
APPROVED: Dkt. No. 93.6.24, Order No. 5709e; Dkt. No. 93.7.29, Order No. 5735c

EFFECTIVE: For service on and after July 1, 1994

(SPACE FOR STAMP OR SEAL OF COMMISSION)

PUBLIC SERVICE COMMISSION OF MONTANA

(Secretary)

330\93203202-1

ELECTRIC TARIFF

MONTANA POWER COMPANY

CANCELLING 10th Revised SHEET NO [illegible]
9th Revised SHEET NO. [illegible]

Schedule No. SL-2

CUSTOMER-OWNED STREETLIGHT SERVICE
(continued)

RATES (continued)
TYPE

Nominal Lamp Rating

Mercury Lamps

Lamp Watts	Billed and Line Watts	Average Initial Lumens	Rate Per Lamp Per Month/Or Rate Per kWh Per Month: Utility Supplies Energy Only		Utility Supplies Energy and Cleaning and Replacement Service For Lamps and Glassware	
100	117	4,200	$ 1.99	(I)	$ 2.91	(I)
			0.048635	(N)	0.071120	(N)
175	206	8,600	3.47	(I)	4.34	(I)
			0.048362	(N)	0.060488	(N)
250	275	12,100	4.66	(I)	6.04	(I)
			0.048416	(N)	0.062753	(N)
400	437	22,500	7.42	(I)	9.02	(I)
			0.048523	(N)	0.058986	(N)
700	758	42,000	12.84	(I)	14.82	(I)
			0.048392	(N)	0.055854	(N)
1,000	1,070	63,000	18.15	(I)	20.18	(I)
			0.048465	(N)	0.053885	(N)

(continued)

ISSUED BY: John D. Haffey TITLE: Vice President - Regulatory Affairs

TARIFF LETTER NO: 29-E
APPROVED: Dkt. No. 93.6.24, Order No. 5709a; Dkt. No. 93.7.29, Order No. 5735c

EFFECTIVE: For Service on and after July 1, 1994

330\94180E02

SPACE FOR STAMP OR SEAL OF COMMISSION

PUBLIC SERVICE COMMISSION OF MONTANA

(Secretary)

ELECTRIC TARIFF

MONTANA POWER COMPANY

CANCELLING 1st Revised SHEET NO [illegible]
Original SHEET NO [illegible]

Schedule No. SL-2

CUSTOMER-OWNED STREETLIGHT SERVICE
(continued)

RATES: (continued)
TYPE:
Nominal Lamp Rating

High-Pressure Sodium Lamps

Lamp Watts	Billed and Line Watts	Average Initial Lumens	Rate Per Lamp Per Month/Or Rate Per kWh Per Month: Utility Supplies Energy Only		Utility Supplies Energy and Cleaning and Replacement Service For Lamps and Glassware	
50	58	3,800	$ 0.97		$ 1.93	(I)
			0.047705	(N)	0.094918	(N)
70	83	5,800	1.40	(I)	2.35	(I)
			0.048138	(N)	0.080802	(N)
75	105	6,500	1.78	(I)	2.74	(I)
			0.048435	(N)	0.074558	(N)
100	117	9,500	1.99	(I)	2.93	(I)
			0.048635	(N)	0.071609	(N)
150	171	16,000	2.91	(I)	3.90	(I)
			0.048635	(N)	0.065181	(N)
200	228	22,000	3.87	(I)	5.04	(I)
			0.048476	(N)	0.063132	(N)
250	284	28,750	4.80	(I)	6.36	(I)
			0.048282	(N)	0.063973	(N)
360	430	45,000	7.32	(I)	8.89	(I)
			0.048638	(N)	0.059070	(N)
400	464	50,000	7.85	(I)	9.43	(I)
			0.048332	(N)	0.058061	(N)
1,000	1,106	140,000	18.73	(I)	20.33	(I)
			0.048388	(N)	0.052521	(N)

(continued)

ISSUED BY: John D. Haffey TITLE: Vice President, Regulatory Affairs

TARIFF LETTER NO: 29-E
APPROVED: Dkt. No. 93.6.24, Order No. 5709e; Dkt. No. 93.7.29, Order No. 5735c

EFFECTIVE: For service on and after July 1, 1994

SPACE FOR STAMP OR SEAL OF COMMISSION

PUBLIC SERVICE COMMISSION OF MONTANA

(Secretary)

330\93203Z02-3

ELECTRIC TARIFF

MONTANA POWER COMPANY

CANCELLING 1st Revised SHEET NO. 55
Original SHEET NO. 55

Schedule No. SL-2

CUSTOMER-OWNED STREETLIGHT SERVICE
(continued)

SPECIAL TERMS AND CONDITIONS:

1. Annual Operating Schedule: The above rates for dusk-to-dawn service are predicated on 4,200 operating hours per year.

2. Operating Schedules Other Than Dusk to Dawn: Lamps operated with burning hours other than dusk to dawn will be served under Schedule No. GS-1.

3. Operations*:

   A. Where the Utility provides operations* services, reasonable care and diligence will be exercised in relamping, replacing refractors, cleaning, testing, and performing such other items of an operations* nature so as to provide continuity of illumination. Group relamping will be provided where appropriate. It shall be the responsibility of the customer to notify the Utility of lamp outages.

   B. Where the Utility experiences excessive operations* costs as a result of vandalism; malicious acts; nonstandard posts, poles or luminaires; or other causes of an unusual nature, the Utility may require the customer to pay such excess costs.

   C. *As used in this context, "operations" is intended to mean exclusively the labor and materials associated with relamping, cleaning luminaires, replacing broken or damaged refractors, and minor testing of circuitry. It does not include maintenance of the poles, conductors, luminaire, control(s), or protective system.

   D. The Utility will maintain only stocks of lamps and refractors that are standard to those used on Utility-owned streetlight fixtures. Lamps and refractors of a special nature shall be stocked by the customer at the customer's expense.

(continued)

ISSUED BY: John D. Haffey TITLE: Vice President, Regulatory Affairs

TARIFF LETTER NO: 29-E
APPROVED: Dkt. No. 93.6.24, Order No. 5709e; Dkt. No. 93.7.29, Order No. 5735c

EFFECTIVE: For service on and after July 1, 1994

SPACE FOR STAMP OR SEAL OF COMMISSION

PUBLIC SERVICE COMMISSION OF MONTANA

(Secretary)

330\93203Z02-4

ELECTRIC TARIFF

MONTANA POWER COMPANY

CANCELLING 1st Revised SHEET NO [illegible]
Original SHEET NO [illegible]

Schedule No. SL-2

CUSTOMER-OWNED STREETLIGHT SERVICE
(continued)

SPECIAL TERMS AND CONDITIONS: (continued)

4. Maintenance:

A. Where a customer is unable to obtain the service elsewhere, the Utility may perform maintenance as an accommodation on customer-owned streetlights. In such cases, maintenance services will be performed on a time and material basis at the customer's expense.

B. Where the customer's streetlight units or streetlight systems are such that repair or replacement parts and materials are of a unique or nonstandard nature, such parts and materials shall be stocked by the customer at the customer's expense. Under such circumstances, the Utility cannot guarantee continuity of service if the customer fails to adequately maintain a stock of the necessary parts.

5. Control Supervision: All customer-owned switching and control devices must meet the Utility's engineering and operating standards. These devices shall, at all times, be under the control of the Utility personnel except that the customer may gain temporary control by obtaining a line clearance from the Utility.

6. Service Connection: Customer will pay the cost incurred by the Utility of connecting to the Utility's system, at a point of delivery determined by the Utility, including any necessary conductor, conduit, or riser material.

7. Line and Lamp Wattages: Customers taking service under this rate schedule must use lamps and ballasts that have the same wattage characteristics as those of comparable standard Utility-owned lights. Customers with lamps or ballasts that have other than Utility-standard wattages will be served under Schedule No. GS-1.

(continued)

ISSUED BY: John D. Haffey TITLE: Vice President, Regulatory Affairs

TARIFF LETTER NO: 29-E
APPROVED: Dkt. No. 93.6.24, Order No. 5709e; Dkt. No. 93.7.29, Order No. 5735c

EFFECTIVE: For service on and after July 1, 1994

(SPACE FOR STAMP OR SEAL OF COMMISSION)

PUBLIC SERVICE COMMISSION OF MONTANA

(Secretary)

330\93203Z02-5

ELECTRIC TARIFF

MONTANA POWER COMPANY

CANCELLING Original SHEET NO [illegible]
SHEET NO

Schedule No. SL-2

CUSTOMER-OWNED STREETLIGHT SERVICE
(concluded)

SPECIAL TERMS AND CONDITIONS: (concluded)

8. Contract: Service to lighting installations shall be for contract terms as agreed upon between the Utility and the customer within limitations prescribed by applicable law. The initial term of the contract shall commence when all lighting units are ready for service. Billing for a partial number of lighting units may occur if all units are not ready for service within 90 days of service to the first lighting unit(s).

9. Optional Metered Rates: Customer will be required to pay the costs incurred by the Utility to install the equipment (metering, on-off controls, etc.) necessary to provide metered rates for streetlighting service. (N) (N)

10. Service and Rates Subject to Commission Jurisdiction: All rates and service conditions under this rate schedule are governed by the rules and regulations of the Public Service Commission of Montana and are subject to revision as the Commission may duly authorize in the exercise of its jurisdiction. (T)

ISSUED BY: John D. Haffey TITLE: Vice President, Regulatory Affairs

TARIFF LETTER NO: 29-E
APPROVED: Dkt. No. 93.6.24, Order No. 5709e; Dkt. No. 93.7.29, Order No. 5735c

EFFECTIVE: For service on and after July 1, 1994

SPACE FOR STAMP OR SEAL OF COMMISSION

PUBLIC SERVICE COMMISSION OF MONTANA

(Secretary)

330\93203202-6

NO.__________

CITY OF BILLINGS & MONTANA POWER CO.
REPAIR FORM

LOCATION: ____________________

CITY OWNED: __________ MPC OWNED: __________ SILMD # __________

DESCRIPTION: ____________________

____

____

____

REPORTED BY: ____________________ DATE: __________

RECEIVED BY: ____________________ DATE: __________

****

MPC REPAIRS DONE BY ____________________ DATE: __________

CUSTOMER NOTIFIED ____________________ DATE: __________

REFERRED TO CITY FOR FURTHER REPAIRS ____________________ DATE: __________

MONTANA POWER COMMENTS: ____________________

____

____

____

CITY OF BILLINGS COMMENTS: ____________________

____

____

____

ADJUSTMENT NECESSARY NO ______ YES ______ DATE COMPLETED __________

MPC ACCOUNT NUMBER ____________________
(ADJUSTMENT DUE IF LIGHT OUT FOR OVER ONE MONTH. MPC MUST BE AWARE OF THE OUTAGE.)

MPC FAX # 656-6314 ATTN: CINDY CITY FAX # 657-8252 ATTN: TERRY

Streetlight Outage Procedure

In utilizing the City of Billings & Montana Power Co. Repair Form, the following steps would be taken:

1. The customer calls either the city of MPC and reports a light or lights out.

2. Whoever receives that call fills out the top section of the attached form.

3. If the call is taken by the city, city personnel will fax the form to MPC at 656-6314.

4. MPC servicemen will investigate the reason for the outage.

5. MPC servicemen will make operation repairs that are included in our tariff. These include the labor and material associated with relamping, cleaning luminaires, replacing broken or damaged refractors, replacing photocells and minor testing of circuitry.

6. The form will be faxed back to the city so that the city is aware that the light is repaired. City may then notify the customer. (If the initial request came directly to MPC, we will not fax a response to the city.)

7. If it is determined that further repairs are needed, the serviceman will complete the MPC comments section and it will faxed to the city.

8. City will contract for any maintenance repairs.

START

Form No. 0828

NUMBER-5

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # Logan International Airport

DATE: Sept. 8, 1980

FOLDER

C O N T R A C T

THIS AGREEMENT, made and entered into this 8th day of September 1980, by and between THE MONTANA POWER COMPANY, a corporation having an office and place of business at 113 North Broadway, Billings, Montana, hereinafter called the "Company", and

CITY OF BILLINGS at Billings, Montana, hereinafter called the "Customer";

W I T N E S S E T H:

WHEREAS, Customer desires new lighting units along and upon property owned by Customer; and

WHEREAS, the Company is willing to supply, install and own the facilities and furnish electrical energy to and maintenance for said lighting units, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES, OWNERSHIP AND RESPONSIBILITY

The Company undertakes and agrees to construct and install the lighting facilities of the type and at the locations specified on Exhibit "A" attached hereto and made a part hereof. Such work shall be commenced and completed as soon as reasonably possible. The facilities to be constructed and installed are, and shall remain, the property of the Company. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

The Customer agrees to indemnify and save harmless the Company, its officers, agents and employees against and from any and all actions, suits, demands, or liability of any character whatsoever, brought or asserted for injuries to or death of any person or persons or damages to property arising out of, resulting from, or in connection with the doing and performing of the installation, supply of energy and maintenance of the lighting system installed by the Company under the terms of this agreement.

SECTION 2. MAINTENANCE AND OPERATION

The Company agrees to install and operate said lighting facilities, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of

this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The Customer shall report any outages to the Company's office in Billings, Montana.

SECTION 3. SUPPLY OF ENERGY TO THE SYSTEM

The Company agrees to supply electrical energy to said lighting system for the charges hereinafter specified.

SECTION 4. CHARGES

The Customer undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said lighting system to be constructed and owned by the Company and for supplying electrical energy thereto, at the rate specified on Exhibit "A" attached hereto and made a part hereof. When and if additional lights are provided hereunder, the written supplement to this agreement shall set forth respective charges for said additional lights.

The charge for electrical energy included in the rates is based upon rate schedule SL-77P / Supp #1 applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. The Company shall have the right to make an additional charge to the Customer of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 5. INTERRUPTION OF SERVICE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 6. ADDITIONS AND DELETIONS

From time to time hereafter the parties may agree to add other lighting facilities to said system or to delete some or all of the lighting facili-

ties listed in Exhibit "A." It is agreed that all such additions or deletions shall be made by written supplements to this agreement, issued over the signature of Customer and accepted on behalf of the Company by the Billings Division Manager. All such supplemental agreements shall be attached to and become a part of this agreement upon such issuance and acceptance on behalf of the parties.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of three (3) years from the date hereof, and shall thereafter continue in force and effect for successive periods of one (1) years each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the intial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their suly authorized agents.

THE MONTANA POWER COMPANY

By C L Belden
Division Manager

CITY OF BILLINGS

By William B. Foy
Mayor

Attest:
Bonnie J Stark
City Clerk

CITY OF BILLINGS SEAL YELLOWSTONE COUNTY, MONTANA

CUSTOMER CITY OF BILLINGS

DATE _____

EXHIBIT "A"

FACILITIES

Number	Type	Location
6	Twin 400 Watt Mercury Vapor	Billings Airport

RATES

1. Each 400 Watt (size) Steel (type pole) unit the sum of $13.66 per month. 6 (Number of Units) $ 81.96 (Total Monthly Charge)

2. Each _____ (size) _____ (type pole) unit the sum of $_____ per month. _____ (Number of Units) $_____ (Total Monthly Charge)

3. Each _____ (size) _____ (type) unit the sum of $ _____ per month. _____ (Number of Units) $_____ (Total Monthly Charge)

4. Each _____ (size) _____ (type) unit the sum of $ _____ per month. _____ (Number of Units) $_____ (Total Monthly Charge)

TOTAL $ 81.96

[illegible] # 24769 (3) 4000 MV.
24770 (3)

START

Form No. 8628

NUMBER - 6

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # Logan Field

DATE: August 5, 1968

FOLDER

AMENDMENT TO EXISTING STREETLIGHT CONTRACT

This agreement hereby amends two agreements dated August 5, 1968, and September 8, 1980 between Tne Montana Power Company and the City of Billings, calling for the installation, operation, and maintenance of lighting at Logan International Airport.

These two agreements contained the following:

six - 400 watt twin steel mercury vapor luminaires with overhead wiring.

two - 400 watt single steel mercury vapor luminaires with overhead wiring.

four- 400 watt single steel mecury vapor luminaires with underground wiring.

two - 400 watt mercury vapor luminaires on distribution poles.

For a total of 14 units.

The city of Billings hereby agrees to the changes in the existing contracts to include conversion of the above lighting to high pressure sodium vapor (HPSV) from mercury vapor (MV), and alter the number and types of lights to reflect the actual current installation as outlined in Exhibit "A" attached hereto. The current rate schedule in effect is SL-1 (84P) Suppl.#8. Except as explicitly amended, the provisions of both said contracts remain in full force and effect.

By James W Van Ausdale
MAYOR, City of Billings

Attested by Marita Herold
City Clerk

Accepted by Glenn Wheeler
Billing Div. Manager
Montana Power Co.

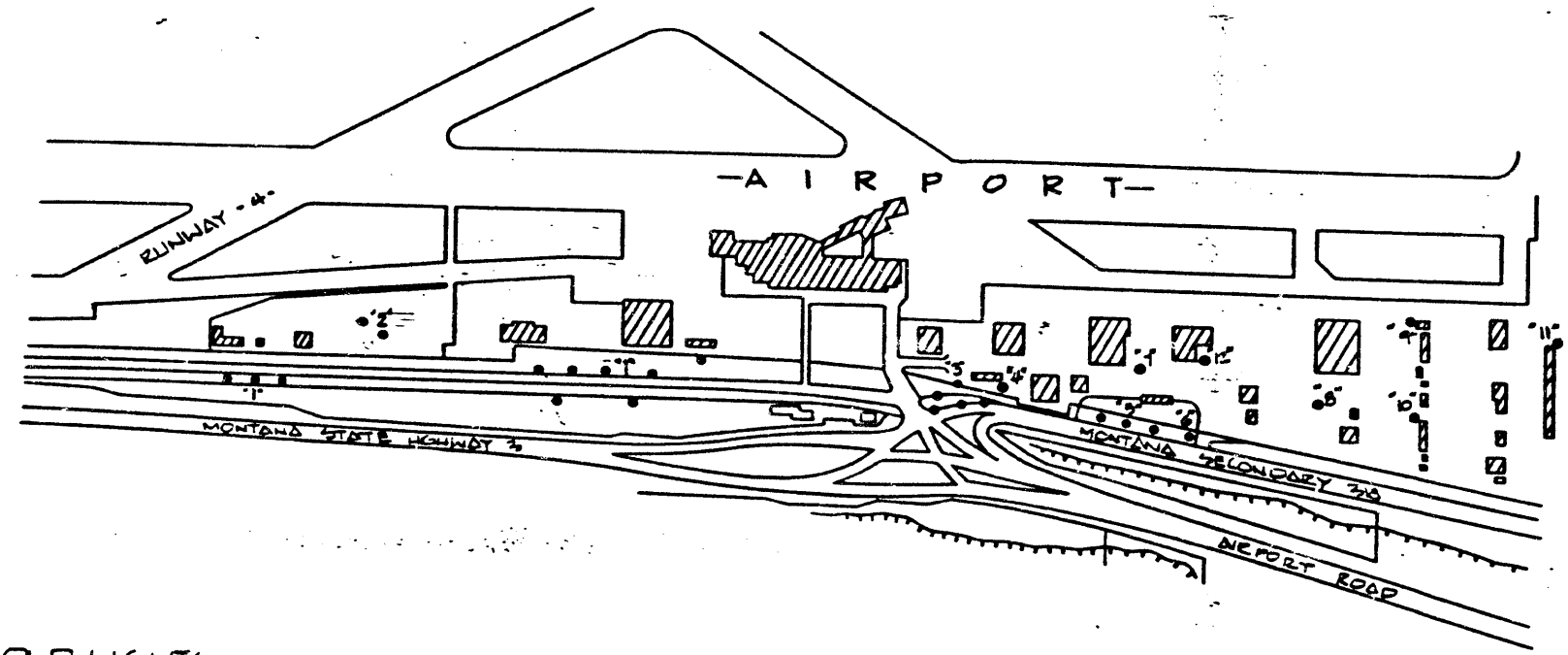
City of Billings Airport Authority

Date December 21, 1987

EXHIBIT "A"

1)	7 (seven) 200w HPSV twinsteel undrgrd @ $20.94	$146.58
2)	2 (two) 200w HPSV wood overhead @ $8.16	16.32
3)	5 (five) 200w HPSV steel overhead @ $10.43	52.15
4)	1 (one) 200w HPSV wood distribution @ $6.78	6.78
5)	3 (three) 200w HPSV twin steel overhead @ $16.81	50.43
6)	7 (seven) 200w HPSV steel underground @ $14.51	101.53
7)	1 (one) 100w HPSV wood distribution @ $3.73	3.73
8)	1 (one) 100w HPSV individual wood @ $ 5.18	5.18

TOTAL LIGHTING UNITS - 27



PROFESSIONAL ENGINEER						DATE	
REVISION	DRAFTER	DFTG. SUPV.	DESIGN ENGR.	DEPT. MGR.	PROF. ENGR.	MICROFILM NUMBER ROLL	FRAME
TB	TB	TB		DL		-	
W.O.						DATE 10-16-87	

REV. 1 - 11-30-87

-OLD LIGHTS-

1-3- 400WATT MV TWIN STL OVHD
2-2- 400WATT MV TWIN WOOD OVHD
1- 400WATT MV WOOD OVHD
3-5- 400WATT MV STL OVHD
4-1- 400WATT MV WOOD OVHD
5-3- 400WATT MV TWIN STL OVHD
6-1- 400WATT MV STL OVHD
7-1- 400WATT MV STL URD
8-1- 400WATT MV DISTRIBUTION
9-1- 400WATT MV STL URD
10-1- 400WATT MV STL URD
11-1- 200 WATT SV WOOD OVHD (CFR)
12-1- 175WATT MV WOOD
1- 400WATT MV WOOD

-NEW LIGHTS-

1-3- 200WATT HPSV TWIN STL. OVHD/4-200WATT HPSV TWIN STL. URD/3-200WATT HPSV STL URD - WEST RENTAL LOT
2-1- 100WATT HPSV DISTRIBUTION - FUEL FARM WEST
1- 100WATT HPSV WOOD OVHD - " " "
3-5- 200WATT HPSV STL OVHD - RENTAL LOT EAST
4-1- 200WATT HPSV WOOD OVHD - GATE 16
5-3- 200 WATT HPSV TWIN STL URD - F30 PARKING LOT
6-1- 200WATT HPSV STL URD - GATE 15
7-1- 200WATT HPSV STL URD - S. OF GILLIS
8-1- 200WATT HPSV DISTRIBUTION - S. OF LYNCH
9-1- 200WATT HPSV STL URD - E. OF LYNCH
10-1- 200WATT HPSV STL URD - E. OF LYNCH
11-1- 200WATT HPSV WOOD OVHD - EAST FUEL FARM
12-1- 100WATT HPSV WOOD OVHD - BILLINGS AVIATION SERVICES
1- 200WATT HPSV WOOD OVHD - BOX 30998-P9107

REFERENCE DRAWINGS	DWG. NO.
	1393

THE MONTANA POWER COMPANY

LOGAN FIELD
LIGHTING
MONTANA POWER CO.
OWNED LIGHTS
BILLINGS, MONTANA

SCALE	PROJECT NO.	SIZE	SEQ.	SHEET
NONE	41539	A	1	1

C O N T R A C T

THIS AGREEMENT, made and entered into this _____ day of _____, 196__, by and between THE MONTANA POWER COMPANY, a corporation having an office and place of business at 113 North Broadway, Billings, Montana, hereinafter called the "Company", and City of Billings at Billings, Montana, Montana, hereinafter called the "Customer";

W I T N E S S E T H:

WHEREAS, Customer desires new lighting units along and upon property owned by Customer; and

WHEREAS, the Company is willing to supply, install and own the facilities and furnish electrical energy to and maintenance for said lighting units, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES, OWNERSHIP AND RESPONSIBILITY

The Company undertakes and agrees to construct and install the lighting facilities of the type and at the locations specified on Exhibit "A" attached hereto and made a part hereof. Such work shall be commenced and completed as soon as reasonably possible. The facilities to be constructed and installed are, and shall remain, the property of the Company. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

The Customer agrees to indemnify and save harmless the Company, its officers, agents and employees against and from any and all actions, suits, demands, or liability of any character whatsoever, brought or asserted for injuries to or death of any person or persons or damages to property arising out of, resulting from, or in connection with the doing and performing of the installation, supply of energy and maintenance of the lighting system installed by the Company under the terms of this agreement.

SECTION 2. MAINTENANCE AND OPERATION

The Company agrees to install and operate said lighting facilities, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The Customer shall report any outages to the Company's office in Billings, Montana.

SECTION 3. SUPPLY OF ENERGY TO THE SYSTEM

The Company agrees to supply electrical energy to said lighting system for the charges hereinafter specified.

SECTION 4. CHARGES

The Customer undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said lighting system to be constructed and owned by the Company and for supplying electrical energy thereto, at the rate specified on Exhibit "A" attached hereto and made a part hereof. When and if additional lights are provided hereunder, the written supplement to this agreement shall set forth respective charges for said additional lights.

The charge for electrical energy included in the rates is based upon rate schedule SL-64P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. The Company shall have the right to make an additional charge to the Customer of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 5. INTERRUPTION OF SERVICE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 6. ADDITIONS AND DELETIONS

From time to time hereafter the parties may agree to add other lighting facilities to said system or to delete some or all of the lighting facilities listed in Exhibit "A". It is agreed that all such additions or deletions shall be made by written supplements to this agreement, issued over the signature of Customer and accepted on behalf of the Company by the Billings Division Manager. All such supplemental agreements shall be attached to and become a part of this agreement upon such issuance and acceptance on behalf of the parties.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of 3 years from the date hereof, and shall thereafter continue in force and effect for successive periods of 3 years each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized agents.

THE MONTANA POWER COMPANY

By [signature]
Division Manager

City of Billings

By [signature]
Title
Mayor

APPROVED BY THE CITY COUNCIL
THIS 5 DAY OF Aug 1968
By [signature]

EXHIBIT "A"

FACILITIES

Number	Type	Location
2	400 W M.V. Lights on Steel Poles-Overhead Wires	(See attached map)
4	400 W M.V. Lights on Steel Poles-Underground Wires	
2	400 W M.V. Lights on Distribution Poles	

RATES

1. Each 400 W (size) Steel (type pole) unit the sum of $ 6.38 per month. — 6 (Number of Units) — $ 38.28 (Total monthly charge)

2. Each 400 W (type) Distribution Type Pole unit the sum of $ 5.13 per month. — 2 (Number of Units) — $ 10.26 (Total monthly charge)

TOTAL --- $ 48.54

CITY OF BILLINGS, MONTANA

P. O. BOX 1178 TELEPHONE 245-5617

DEPUTY CITY CLERKS:
LOIS O. SCHUSTER
RUTH G. RHOADES

OFFICE OF THE
City Clerk
WM. J. FRY, JR.
CITY CLERK

August 6, 1968

Montana Power Company
Billings, Montana

Gentlemen:

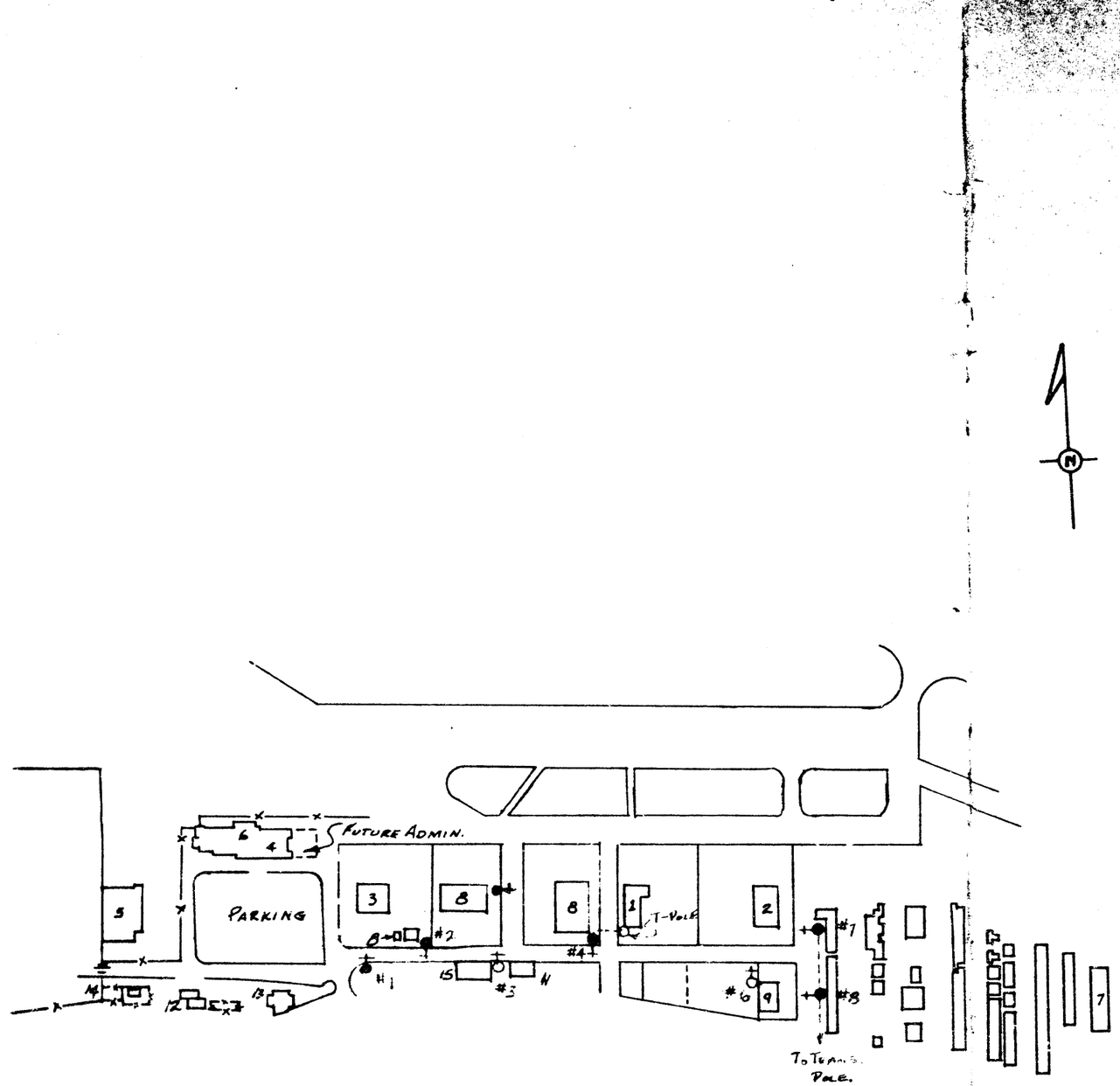
Please find enclosed copies of contract for street lights to serve the fixed base operator area at Billings Logan Field.

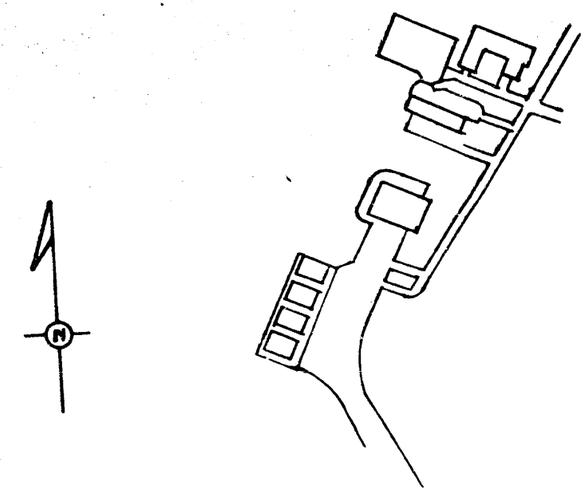
Please return two executed copies for our files.

Very truly yours,

Wm. J. Fry, Jr.
City Clerk

WJF:ls
Enc.





LEGEND

#1 - 400 WATT M.V. ON STEEL POLE - O.H. WIRING
#2 - " " " " "
#3 - 400 WATT M.V. ON EXISTING WOOD POLE - O.H. WIRING
#4 - 400 WATT M.V. ON STEEL POLE - UNDERGROUND WIRING
#5 - " " " " "
#6 - 400 WATT M.V. ON EXISTING WOOD POLE - O.H. WIRING
#7 - 400 WATT M.V. ON STEEL POLE - UNDERGROUND WIRING
#8 - " " " " "

APVD. BY:
TCD. BY: J.A.K.

BILLINGS AIRPORT
TERMINAL AREA
BILLINGS, MONTANA

THE MONTANA POWER CO.
BILLINGS, MONTANA

SCALE 1" = 400'	DATE 5-2-68
DRAWN BY — —	NO. -A

DIETZGEN NO 1001 ASEPROOF

START

Form No. 0006

NUMBER - 7

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # Park Department

DATE: March 20, 1968

FOLDER

CONTRACT

THIS AGREEMENT, made and entered into this 20th day of March, 1968, by and between THE MONTANA POWER COMPANY, a corporation having an office and place of business at 113 North Broadway, Billings, Montana, hereinafter called the "Company", and Billings Park Department at Billings, Montana, hereinafter called the "Customer";

WITNESSETH:

WHEREAS, Customer desires new lighting units along and upon property owned by Customer; and

WHEREAS, the Company is willing to supply, install and own the facilities and furnish electrical energy to and maintenance for said lighting units, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES, OWNERSHIP AND RESPONSIBILITY

The Company undertakes and agrees to construct and install the lighting facilities of the type and at the locations specified on Exhibit "A" attached hereto and made a part hereof. Such work shall be commenced and completed as soon as reasonably possible. The facilities to be constructed and installed are, and shall remain, the property of the Company. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

The Customer agrees to indemnify and save harmless the Company, its officers, agents and employees against and from any and all actions, suits, demands, or liability of any character whatsoever, brought or asserted for injuries to or death of any person or persons or damages to property arising out of, resulting from, or in connection with the doing and performing of the installation, supply of energy and maintenance of the lighting system installed by the Company under the terms of this agreement.

SECTION 2. MAINTENANCE AND OPERATION

The Company agrees to install and operate said lighting facilities, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The Customer shall report any outages to the Company's office in Billings, Montana.

SECTION 3. SUPPLY OF ENERGY TO THE SYSTEM

The Company agrees to supply electrical energy to said lighting system for the charges hereinafter specified.

SECTION 4. CHARGES

The Customer undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said lighting system to be constructed and owned by the Company and for supplying electrical energy thereto, at the rate specified on Exhibit "A" attached hereto and made a part hereof. When and if additional lights are provided hereunder, the written supplement to this agreement shall set forth respective charges for said additional lights.

The charge for electrical energy included in the rates is based upon rate schedule SL-64P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. The Company shall have the right to make an additional charge to the Customer of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 5. INTERRUPTION OF SERVICE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 6. ADDITIONS AND DELETIONS

From time to time hereafter the parties may agree to add other lighting facilities to said system or to delete some or all of the lighting facilities listed in Exhibit "A". It is agreed that all such additions or deletions shall be made by written supplements to this agreement, issued over the signature of Customer and accepted on behalf of the Company by the Billings Division Manager. All such supplemental agreements shall be attached to and become a part of this agreement upon such issuance and acceptance on behalf of the parties.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of 3 years from the date hereof, and shall thereafter continue in force and effect for successive periods of 3 years each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized agents.

THE MONTANA POWER COMPANY

By [signature] Division Manager

City of Billings

Attest: [signature] City Clerk

By [signature] Mayor
Title

CUSTOMER Billings Park Department

DATE March 20, 1968

EXHIBIT "A"

FACILITIES

Number	Type	Location
1	400 W.M.V. On Wood Distribution Pole	Optimist Park (Hallewell Lane)
1	400 W M.V. On Wood Distribution Pole	Central Park
1	400 W M.V. On Wood Service Pole	Grandview Park

RATES

1. Each 400W. (size) Wood Dist. (type pole) unit the sum of $ 5.13 per month. 3 (Number of Units) $ 15.39 (Total monthly Charge)

2. Each _____ (size) _____ (type pole) unit the sum of $ _____ per month. _____ (Number of Units) $ _____ (Total monthly Charge)

3. Each _____ (size) _____ (type pole) unit the sum of $ _____ per month. _____ (Number of Units) $ _____ (Total monthly Charge)

4. Each _____ (size) _____ (type pole) unit the sume of $ _____ per month. _____ (Number of Units) $ _____ (Total monthly Charge)

TOTAL $ 15.39

START

Form No. 9826

NUMBER - 8

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # Police Department

DATE: January 8, 1968

FOLDER

CONTRACT

THIS AGREEMENT, made and entered into this 5 day of January, 1968, by and between THE MONTANA POWER COMPANY, a corporation having an office and place of business at 113 North Broadway, Billings, Montana, hereinafter called the "Company", and City of Billings - Park Dept at Billings, Montana, Montana, hereinafter called the "Customer";

W I T N E S S E T H:

WHEREAS, Customer desires new lighting units along and upon property owned by Customer; and

WHEREAS, the Company is willing to supply, install and own the facilities and furnish electrical energy to and maintenance for said lighting units, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES, OWNERSHIP AND RESPONSIBILITY

The Company undertakes and agrees to construct and install the lighting facilities of the type and at the locations specified on Exhibit "A" attached hereto and made a part hereof. Such work shall be commenced and completed as soon as reasonably possible. The facilities to be constructed and installed are, and shall remain, the property of the Company. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

The Customer agrees to indemnify and save harmless the Company, its officers, agents and employees against and from any and all actions, suits, demands, or liability of any character whatsoever, brought or asserted for injuries to or death of any person or persons or damages to property arising out of, resulting from, or in connection with the doing and performing of the installation, supply of energy and maintenance of the lighting system installed by the Company under the terms of this agreement.

SECTION 2. MAINTENANCE AND OPERATION

The Company agrees to install and operate said lighting facilities, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The Customer shall report any outages to the Company's office in Billings, Montana.

SECTION 3. SUPPLY OF ENERGY TO THE SYSTEM

The Company agrees to supply electrical energy to said lighting system for the charges hereinafter specified.

SECTION 4. CHARGES

The Customer undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said lighting system to be constructed and owned by the Company and for supplying electrical energy thereto, at the rate specified on Exhibit "A" attached hereto and made a part hereof. When and if additional lights are provided hereunder, the written supplement to this agreement shall set forth respective charges for said additional lights.

The charge for electrical energy included in the rates is based upon rate schedule SL-64P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. The Company shall have the right to make an additional charge to the Customer of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 5. INTERRUPTION OF SERVICE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 6. ADDITIONS AND DELETIONS

From time to time hereafter the parties may agree to add other lighting facilities to said system or to delete some or all of the lighting facilities listed in Exhibit "A". It is agreed that all such additions or deletions shall be made by written supplements to this agreement, issued over the signature of Customer and accepted on behalf of the Company by the Billings Division Manager. All such supplemental agreements shall be attached to and become a part of this agreement upon such issuance and acceptance on behalf of the parties.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of 3 years from the date hereof, and shall thereafter continue in force and effect for successive periods of 3 years each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized agents.

THE MONTANA POWER COMPANY

By _____ Division Manager

_____

By _____ Title

EXHIBIT "A"

FACILITIES

Number	Type	Location	
2 Poles (1 Light/Pole)	400 W. M.V. [illegible]	Parking Lot #7	Billings, Mont.
4 " " "	" " "	" " #9	" "
4 " (2 Lights/Pole)	" " "	" " #4	" "
4 " " "	" " "	" " #5-6	" "
2 " " "	" " "	" " #8	" "
4 " " "	" " "	" " #10	" "
2 " " "	" " "	" " #14	" "
2 " " "	" " "	" " #16	" "
2 " " "	" " "	" " #17	" "

RATES

1. Each 400 W. (size) Steel (type pole) unit the sum of $6.38 (One Light/Pole) per month. 6 (Number of Units) $38.28 (Total monthly charge)

2. Each 400 W. (type) unit the sum of $11.26 (Two Lights/Pole) per month. 20 (Number of Units) $225.20 (Total monthly charge)

Total Monthly Charge $263.48

City of Billings
Police Dept
JAN 17 1968

EXHIBIT "A"

FACILITIES

Number	Type	Location
1	TWIN 100 W.M.V. UNITS ON STEEL POLE, WITH O.H. WIRING	411 N 32 STREET

RATES

1. Each TWIN 100 W.M.V. (size) STEEL (type pole) unit the sum of $ 11.26 per month. 1 (Number of Units) $ 11.26 (Total monthly charge)

2. Each _____ (type) unit the sum of $ _____ per month. _____ (Number of Units) $ _____ (Total monthly charge)

CUSTOMER CITY OF BILLINGS

DATE Nov. 20, 1968

EXHIBIT "B"

FACILITIES

Number	Type	Location
2 Poles (2 Lights/Pole)	400 W. M.V. Steel Poles	South 29th and Minnesota
1 Pole (1 Light/Pole)	400 W. M.V. Steel Pole	4th Avenue North (YMCA Bldg.)

RATES

1. Each 400 W (size) Steel (type pole) unit the sum of $ 11.26 per month. 2 (Number of Units) $ 22.52 (Total monthly Charge)

2. Each 400 W Steel unit the sum of $ 6.38 per month. 1 (Number of Units) $ 6.38 (Total monthly Charge)

Total Monthly Charges $ 28.90

THE MONTANA POWER COMPANY

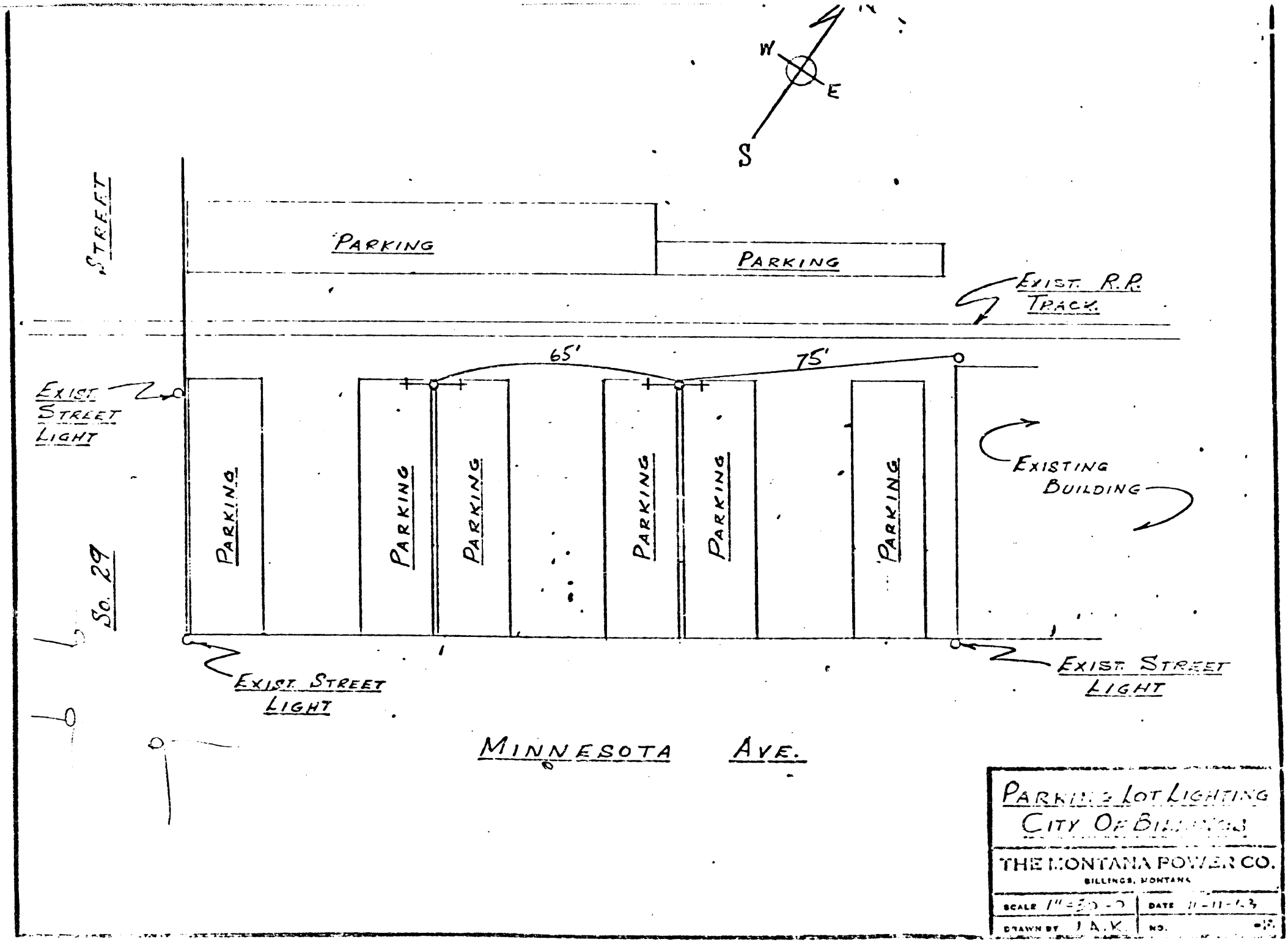
By Don Leuschen by William F. Hendapohl

Division Manager

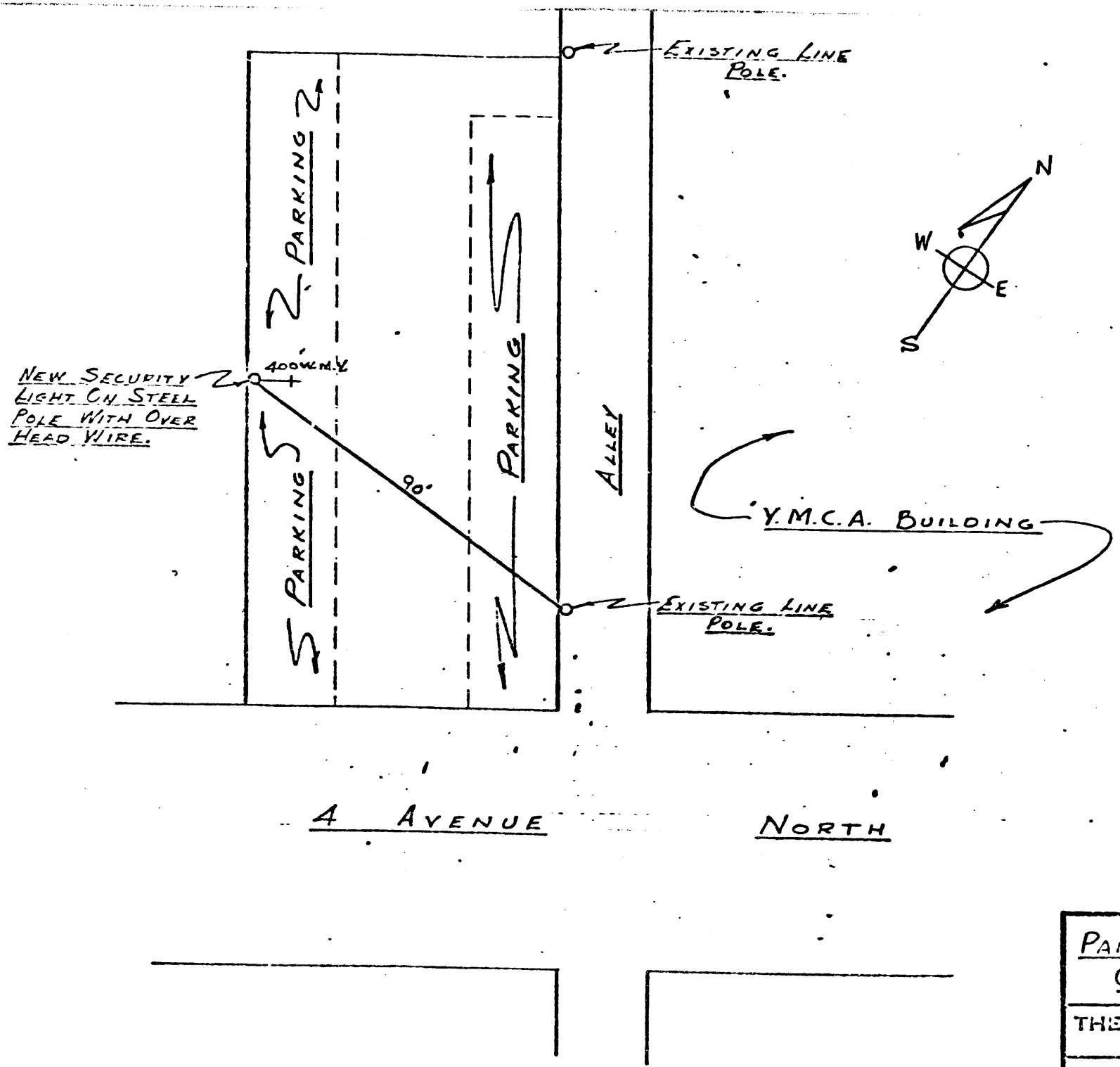
CITY OF BILLINGS

By R. T. Wilson

Title Chief



W
E
S
STREET
PARKING
PARKING
EXIST. R.R. TRACK.
65'
75'
EXIST. STREET LIGHT
PARKING
PARKING
PARKING
PARKING
PARKING
PARKING
EXISTING BUILDING
SO. 29
EXIST. STREET LIGHT
EXIST. STREET LIGHT
MINNESOTA AVE.
PARKING LOT LIGHTING
CITY OF BILLINGS
THE MONTANA POWER CO.
BILLINGS, MONTANA
SCALE 1" = 30'-0
DATE 11-11-63
DRAWN BY J.A.K.
NO.



PARKING LOT LIGHTING
CITY OF BILLINGS

THE MONTANA POWER CO.
BILLINGS, MONTANA

SCALE 1" = 30'-0	DATE 11-11-67
DRAWN BY J. A. K.	NO. F

25×10 32×10

START

Form No. 8888

NUMBER - 9

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. #_____

DATE: Jan. 25, 1971

FOLDER

CONTRACT

THIS AGREEMENT, made and entered into this 25 day of Jan., 1971, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

WITNESSETH:

WHEREAS, the State of Montana, hereafter called State, has agreed to supply, install and own the facilities hereafter described; and

WHEREAS, the City in furtherance of the traffic safety has agreed to accept and pay the charges for electricity and maintenance of these facilities;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

State will install the following described street lighting facilities at State's expense. The facilities shall be of the type and at the intersection locations hereafter specified and shall remain the property of State. Company shall be consulted prior to establishment of the system so that the same may be best designed for the energy available at each location, it being understood the economic and efficient operation of both parties hereto are dependent upon proper adaptation and use of the resources of the parties. However, the State and City shall have the final responsibility in design of the system.

SECTION 2. TYPE AND LOCATION OF FACILITIES.

(a) Two 1000 watt mercury vapor lamps and two 400 watt mercury vapor lamps on steel poles, served by underground conductors to be located at the

intersection of Poly Drive and North 27th Street;

(b) Two 1000 watt mercury vapor lamps on steel poles served by underground conductors to be located at the intersection of 9th Avenue North and North 27th Street;

(c) Two 1000 watt mercury vapor lamps on steel poles served by underground conductors to be located at the intersection of 6th Avenue North and North 27th Street.

Additional lighting facilities and locations may be added to this contract only by written consent of City and Company.

SECTION 3. ENERGY AND MAINTENANCE OF SYSTEM

Company agrees to supply electrical energy to the point of delivery for said street lighting system and to provide the normal maintenance for the system for the charges hereafter specified.

The Company will make all necessary repairs and replacements of bulbs and glassware within a reasonable time after receiving notice of any outage. The police officers of the City shall report any outages to the Company's office in Billings, Montana. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The company has no obligation to patrol said system.

The Company agrees to provide additional repairs for the system (other than normal wear and breakage of glassware and bulbs) on request of the City and City agrees to pay to the Company the cost of such repairs. The cost of such repairs shall be the total cost of materials and labor plus a percentage equivalent of the company's then current fringe benefits.

SECTION 4. CHARGES

The City undertakes and agrees to pay the Company for operation and normal maintenance as hereinabove provided, said

street lighting system and for supplying electrical energy thereto on the following rate schedule:

(a) $8.21 per unit per month for each 1000 watt, 55,000 lumen, mercury vapor lamp.

(b) $3.82 per unit per month for each 400 watt, 21,000 lumen mercury vapor lamp with electrical energy.

If additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The rates set forth above are based upon the current effective rate schedule and upon normal wear and breakage. The charge for electrical energy included in the above rate is based upon Rate Schedule SL-69P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month and will become delinquent ten (10) days thereafter.

SECTION 5. FORCE MAJEURE AND LIABILITY

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

City shall hold the Company harmless from any liability incurred or resulting from the construction, operation or maintenance of the lighting system; excepting, however, any liability incurred which is the direct sole result of the negligence of the company, its agents or employees. This shall not be considered

as a waiver of the City's or State's (because of its ownership) immunity to third parties.

SECTION 6. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

CITY OF BILLINGS, a municipal corporation,

By _____
Mayor

ATTEST:

_____
City Clerk

STATE OWNED

CONTRACT

THIS AGREEMENT, made and entered into this 25 day of Jan., 1971, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

W I T N E S S E T H:

WHEREAS, the State of Montana, hereafter called State, has agreed to supply, install and own the facilities hereafter described; and

WHEREAS, the City in furtherance of the traffic safety has agreed to accept and pay the charges for electricity and maintenance of these facilities;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

State will install the following described street lighting facilities at State's expense. The facilities shall be of the type and at the intersection locations hereafter specified and shall remain the property of State. Company shall be consulted prior to establishment of the system so that the same may be best designed for the energy available at each location, it being understood the economic and efficient operation of both parties hereto are dependent upon proper adaptation and use of the resources of the parties. However, the State and City shall have the final responsibility in design of the system.

SECTION 2. TYPE AND LOCATION OF FACILITIES.

(a) Two 1000 watt mercury vapor lamps and two 400 watt mercury vapor lamps on steel poles, served by underground conductors to be located at the

intersection of Poly Drive and North 27th Street;

(b) Two 1000 watt mercury vapor lamps on steel poles served by underground conductors to be located at the intersection of 9th Avenue North and North 27th Street;

(c) Two 1000 watt mercury vapor lamps on steel poles served by underground conductors to be located at the intersection of 6th Avenue North and North 27th Street.

Additional lighting facilities and locations may be added to this contract only by written consent of City and Company.

SECTION 3. ENERGY AND MAINTENANCE OF SYSTEM

Company agrees to supply electrical energy to the point of delivery for said street lighting system and to provide the normal maintenance for the system for the charges hereafter specified.

The Company will make all necessary repairs and replacements of bulbs and glassware within a reasonable time after receiving notice of any outage. The police officers of the City shall report any outages to the Company's office in Billings, Montana. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The company has no obligation to patrol said system.

The Company agrees to provide additional repairs for the system (other than normal wear and breakage of glassware and bulbs) on request of the City and City agrees to pay to the Company the cost of such repairs. The cost of such repairs shall be the total cost of materials and labor plus a percentage equivalent of the company's then current fringe benefits.

SECTION 4. CHARGES

The City undertakes and agrees to pay the Company for operation and normal maintenance as hereinabove provided, said

street lighting system and for supplying electrical energy thereto on the following rate schedule:

(a) $8.21 per unit per month for each 1000 watt, 55,000 lumen, mercury vapor lamp.

(b) $3.82 per unit per month for each 400 watt, 21,000 lumen mercury vapor lamp with electrical energy.

If additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The rates set forth above are based upon the current effective rate schedule and upon normal wear and breakage. The charge for electrical energy included in the above rate is based upon Rate Schedule SL-69P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month and will become delinquent ten (10) days thereafter.

SECTION 5. FORCE MAJEURE AND LIABILITY

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

City shall hold the Company harmless from any liability incurred or resulting from the construction, operation or maintenance of the lighting system; excepting, however, any liability incurred which is the direct sole result of the negligence of the company, its agents or employees. This shall not be considered

as a waiver of the City's or State's (because of its ownership) immunity to third parties.

SECTION 6. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

CITY OF BILLINGS, a municipal corporation,

By _____
Mayor

ATTEST:

_____
City Clerk

START

Form No. 9838

NUMBER - 10

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # Montana Avenue - First Avenue North Couplet

DATE: Jan. 3, 1975

FOLDER

CITY OF BILLINGS
DEPARTMENT OF ENGINEERING
KEN HAAG, P.E., CITY ENGINEER
ELDON J. ICKES, P.E.
Assistant City Engineer
NORMAN K. GUTCHER, P.E.
City Traffic Engineer
P. O. Box 1178 Billings, Montana 59103 Phone 406-248-7511

January 3, 1975

The Montana Power Company
P.O. Box 2538
Billings, Montana

Attention James A. Kaufman
Division Marketing Manager

Re: Montana Avenue - First Avenue North Couplet

Dear Mr. Kaufman:

The Montana Department of Highways has installed three, one thousand watt luminaires on North 18th Street, immediately north of Montana Avenue. The City has signed an agreement assuming responsibility for maintenance and operation of these luminaires.

By this letter you are authorized to bill the City of Billings for the operation and maintenance of the three luminaires on North 18th Street installed under the subject project. These luminaires will be included as a part of Lighting District Number 10.

If any further information is required, please contact the office of the City Engineer.

Sincerely yours,

William J. Fry, Jr.
City Clerk

WJF/NKG/hm

START

Form No. 6628

NUMBER - 11

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 18

DATE: July 19, 1982

FOLDER

CONTRACT

THIS AGREEMENT, made and entered into this 19 day of July, 1982, by and between the MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company," and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City."

WITNESSETH:

The City owns eleven (11) 400 watt mercury vapor streetlights on steel poles with underground wiring, six (6) located on the south side of Montana Avenue between 150 feet west of North 26th Street to 150 feet east of North 24th Street, two (2) on the north side of Montana Avenue from North 26th Street to the west 150 feet, and three (3) located on the east side of North 24th, 25th and 26th Streets south of the alley, also known as Special Improvement Lighting District #18.

The City desires to have electrical energy and maintenance furnished for such lights, and the Company is willing and desirous of assisting in furnishing electrical energy and maintenance for the purposes stated under the following specific conditions, covenants, considerations, and none other.

THEREFORE, in consideration of the promises and mutual covenants of the parties hereto, it is hereby agreed:

Section 1: OWNERSHIP

The aforesaid street lights, poles, wiring and other components constituting a part thereof shall at all times remain the exclusive property of the City from the initial point of energy delivery, and the City shall retain and accept all responsibility and liability for said lights, poles, wiring and other components.

Section 2: ENERGY AND MAINTENANCE OF LIGHTS

Company agrees to supply electrical energy to the point of delivery for said lights and to replace bulbs and glassware for said lights for the charges hereinafter specified.

The Company will replace bulbs and glassware within a reasonable time after receiving notice of any outage. The City shall report any outages to the Company's office in Billings, Montana. Lights

shall be turned on at dusk and turned off at dawn each day during the term of this Agreement.

The Company agrees to provide additional repairs for the lights, other than replacement of bulbs and glassware, on request of the City, and City agrees to pay to Company the cost of such repairs. The cost of such repairs shall be the total cost of materials and labor plus a percentage equivalent of the cost of the fringe benefits, social security and unemployment taxes, self insurance costs, general overhead costs, and material handling costs, which will be calculated in accordance with the schedule of additives to be used by the Company in billing the Montana State Highway Commission for work performed during the then current year. A copy of said schedule of additives, for year 1982, is attached hereto as Appendix A, and copy of said schedule will be furnished by the Company to the City when it is periodically revised.

Section 3: LIABILITY

The City shall hold the Company harmless from any liability incurred or resulting from the construction, operation or maintenance of the lights; excepting, however, any liability incurred which is the direct result of the negligence of the Company, its agents or employees.

Section 4: PATROL OF THE STREETLIGHTS

The City shall, insofar as consistent with its ability, cause said lights to be patrolled for the purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The Company shall have no obligation to patrol said lights; however, nothing herein shall be construed to preclude the Company from taking care of observed outages.

Section 5: CHARGES

The Company shall charge and the City agrees to pay for the electrical energy and the replacement of bulbs and glassware for the lights on the following rate schedule:

CLB

$5.27 per unit per month for 400 watt, 19,100 lumen, mercury vapor lamp.

The above charge shall apply only to the lights herein specified, and if additional lights are subsequently installed, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule ~~SL-77P~~ SL-80P-, Supp. #1, applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

Section 6: FORCE MAJEURE

It is understood and agreed that the Company shall not be liable to comply with any of the terms and conditions of this Agreement where such failure is caused by acts of God, governmental regulations or orders, strikes, or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

Section 7: TERM

This Agreement shall be and remain in force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this Agreement at the expiration of such initial term or any renewal.

8. PREVIOUS AGREEMENTS

This agreement hereby terminates the contract and agreement pertaining to the same eleven units for SILMD #208 dated November 3, 1980 and supersedes any agreements previously entered into by the parties with respect to the furnishing of energy or maintenance for said lights.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By C L Belden
Manager, Billings Division

THE CITY OF BILLINGS,
a Municipal Corporation

By William B. Sof
Mayor

ATTEST:

Bonnie J Stack
City Clerk

CITY OF BILLINGS
SEAL
YELLOWSTONE COUNTY

THE MONTANA POWER COMPANY

ADDITIVES TO BE USED IN BILLING THE MONTANA STATE HIGHWAY COMMISSION FOR WORK PERFORMED DURING THE YEAR 1982

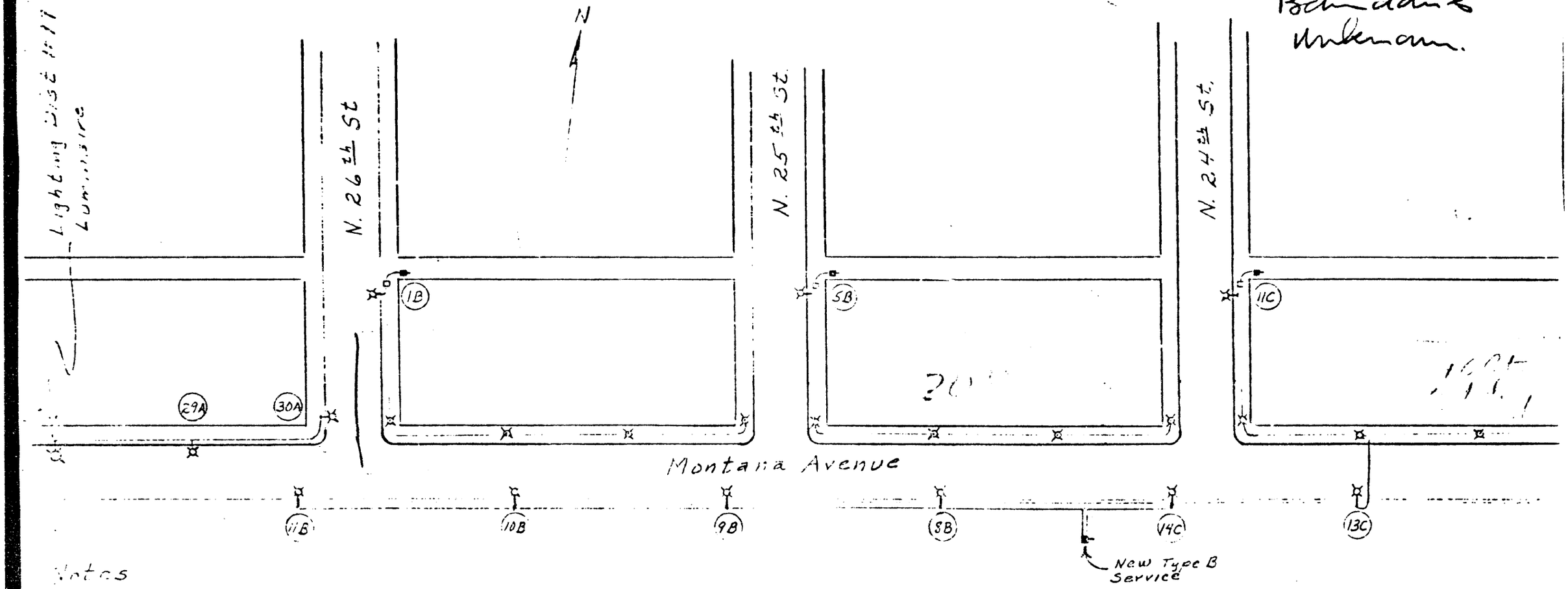
Company Fringe Benefits (Based on 1981 Actual Costs)	1982 Percent for Billing Purposes
Group Life Insurance	.41
Group Hospital	2.69
Group Long Term Disability	.12
Group Dental	.61
Other Disability	.04
Education and Recreation	.59
Miscellaneous	.47
Employee Assistance Program	.20
Contributions to Union Pensions	.05
Unfunded Pension Payments	.57
Trust Fund Payments	5.78
Trust Fund Administrative Expenses	.28
Payroll Savings - Company Cost	1.40
Payroll Savings - Administrative Expenses	.17
Other Medical	.16
State I.A.B. (Workers' Compensation)	.16
Employee Discounts	1.01
Vacation Benefits	5.42
Sick Leave Benefits	1.21
Holiday Pay	4.36
Total Payroll	25.71

Social Security & Unemployment Taxes (Based on 1982 Rates)	Maximum Taxable		Adjusted to
Old Age & Survivors' Insurance	32,400	6.70	6.70
State Unemployment	8,000	2.40	* .83
Federal Unemployment	6,000	0.70	* .18
		9.75	7.71

* Regular rates adjusted to average yearly rates to compensate for the wage exclusions in each category.

Self Insurance Against Public Liability and Property Damage		1.00
General Overhead Costs		
Consists of Overhead Costs not directly chargeable to construction accounts and includes engineering and supervision, General Office salaries and expenses, etc., applicable to direct labor	4.90	
Plus vacation benefits - 4.90 x .0542 =	.27	5.17
Material Handling Costs		
Average cost per dollar of issue for twelve months ended December 1981		8.72

Boundaries Unknown.



Notes

Install 11 G.E. M 400 Mercury Vapor Luminaires with new poles on existing standards.

Run 2" P.V.C. conduit w/3 #8 A.W.G. 600V Conductor from Luminaire in Light Dist. No. 97 to serve poles 29A & 30A

Serve poles 1B, 5B & 11C by connecting to Historic District Lighting Circuits.

Install new service and 2" P.V.C. Conduit w/3 #8 A.W.G to serve poles 11B, 10B, 9B, 8B & 14C

[illegible]" Rigid Steel Conduit under the street w/3 #8 AWG to serve pole 13C on the depot platform. Install [illegible] Historic District Lighting circuit if necessary

2M025.113A - Change Order

START

Form No. 6828

NUMBER - 12

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 97

DATE: August 23, 1960

FOLDER

BILLINGS - CITY OF
STREET LIGHTING DISTRICT #97

G. P. 368

THE MONTANA POWER COMPANY
Inter-company correspondence
From BUTTE

To Mr. John H. Mack -- Office

Date August 26, 1960

Attention of

Ans'g

Subject

Copies to Messrs:
J. E. Corette
T. L. Doran
Sam B. Chase
J. J. Burke, Jr.
George Scotten

CRL
Ack 8-26-60

Dear John:

I am enclosing for the document files an executed copy of the Street Lighting contract between The Montana Power Company and the City of Billings, covering their recently-created Special Improvement Lighting District No. 97.

Yours very truly,

WWTalbott

W. W. Talbott
Vice President

WWT/jp
Enclosure

Electric Contract No. 695

CONTRACT

THIS AGREEMENT, made and entered into this 23 day of August, 1960, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

WITNESSETH:

WHEREAS, Special Improvement Lighting District No. 97 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new ornamental street lights of the mercury vapor type, along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district and furnish electrical energy to and maintenance for said district upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows

Section 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said district, at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified, and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities - New ornamental street lights of the mercury vapor type, consisting of 361 ornamental suspension type luminaires and 1000 Watt mercury lamps (A.S.A. Code #H34-120W/X),

#695

mounted on 33-foot steel poles to be served by underground cable, along and upon the streets and avenues, named in the resolution creating said district.

(b) Locations - There will be 16 such units per square block, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the City Council.

Section 2. REMOVAL OF OLD FACILITIES

The Company, at its own expense, shall remove the existing lighting facilities in said district, in a good and workmanlike manner, and transport the removed facilities to City of Billings Public Works Site.

Section 3. OWNERSHIP

The existing facilities to be removed as hereinabove provided shall remain the property of the City, and the facilities to be constructed and installed are and shall remain the property of the Company.

Section 4. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the district and to maintain said system except the underground portion thereof for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

Section 5. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

#695

Section 6. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company and for supplying electrical energy thereto, as follows:

For each 1000 Watt mercury vapor, glass-enclosed, lighting unit, the sum of $13.32 per month.

The above charge shall apply only to each of the 361 lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon Rate Schedule SL - 57P applied to the wattage of the lamp and ballast (1080W), and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or to punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Power Company shall have the right to make an additional charge to the City at the actual cost of material and labor for repairs to and replacements in said system made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter. If any bill remains delinquent for more than twenty (20) days, the Company may discontinue service without further notice.

Section 7. FORCE MAJEURE

It is understood and agreed that the Company shall not be

#695

liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company

Section 8. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By George Scotten
Manager, Billings Division

CITY OF BILLINGS,
A Municipal Corporation

By Carl J. Blumenthaler
Mayor

ATTEST:

Wm J Fry Jr
City Clerk

#695

M.P. Company owned

CONTRACT

THIS AGREEMENT, made and entered into this 23 day of August, 1960, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

WITNESSETH:

WHEREAS, Special Improvement Lighting District No. 97 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new ornamental street lights of the mercury vapor type, along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district and furnish electrical energy to and maintenance for said district upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows

Section 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said district, at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified, and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities - New ornamental street lights of the mercury vapor type, consisting of 361 ornamental suspension type luminaires and 1000 Watt mercury lamps (A.S.A. Code #H34-12GW/X),

#695

mounted on 33-foot steel poles to be served by underground cable, along and upon the streets and avenues, named in the resolution creating said district.

(b) Locations - There will be 16 such units per square block, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the City Council. B.J.B. GS

Section 2. REMOVAL OF OLD FACILITIES

The Company, at its own expense, shall remove the existing lighting facilities in said district, in a good and workmanlike manner, and transport the removed facilities to City of Billings Public Works Site. B.J.B. GS.

Section 3. OWNERSHIP

The existing facilities to be removed as hereinabove provided shall remain the property of the City, and the facilities to be constructed and installed are and shall remain the property of the Company.

Section 4. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the district and to maintain said system except the underground portion thereof for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

Section 5. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

#695

Section 6. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company and for supplying electrical energy thereto, as follows:

For each 1000 Watt mercury vapor, glass-enclosed, lighting unit, the sum of $13.32 per month.

The above charge shall apply only to each of the 361 lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon Rate Schedule SL - 57P applied to the wattage of the lamp and ballast (1080W), and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or to punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Power Company shall have the right to make an additional charge to the City at the actual cost of material and labor for repairs to and replacements in said system made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter. If any bill remains delinquent for more than twenty (20) days, the Company may discontinue service without further notice.

Section 7. FORCE MAJEURE

It is understood and agreed that the Company shall not be

#695

liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company

Section 8. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By George Scotten
Manager, Billings Division

CITY OF BILLINGS,
A Municipal Corporation

By Carl J. Ravenstecher
Mayor

ATTEST:

[signature]
City Clerk

#695

AGREEMENT

THIS AGREEMENT, entered into this 8th day of September, 1968, between THE MONTANA POWER COMPANY, a New Jersey corporation, 40 East Broadway, Butte, Montana, (hereinafter called "Company"), and THE YELLOWSTONE ELECTRIC COMPANY of Billings, Montana, (hereinafter called "Contractor"),

WITNESSETH:

In consideration of the mutual agreements and covenants hereinafter set forth, the parties hereto agree as follows:

1. The Company will furnish all of the material, equipment and appliances to be installed as part of the street lighting system as herein described, except concrete bases.

Contractor will furnish and pay for all trucking, tools, equipment, concrete bases complete, except anchor rods and labor necessary to construct, complete in every required detail, the installation of street lights in Special Improvement Lighting Maintenance District #97, Billings, Montana, in conformity with the specifications and drawings attached hereto and marked Exhibit "A" and made a part of this agreement, for the following lump sum:

Lump Sum Seventy Three Thousand Four Hundred Sixty Dollars ($ 73,460.00)

In the event the Company finds defective concrete bases that are indicated on drawings to be re-used, the Contractor will replace the bases complete except anchor bolts, according to Company specifications for the sum of $50.00 each.

2. Contractor shall commence work on or before September 12, 1968, and complete the same by November 15, 1968.

3. Contractor will comply with all Federal and State Laws and regulations, all municipal ordinances and regulations, all highway regulations, and will pay all social security taxes, unemployment insurance and other taxes, assessments, or contributions required to be paid and/or deducted from payrolls.

Contractor will, and he does hereby agree to indemnify and save harmless the Company, its officers, agents, and employees from any and all claims, demands and damages arising or which may hereafter arise, directly or indirectly, from the work of Contractor in performing this contract.

Contractor shall carry adequate Workman's Compensation Insurance according to requirements of the State of Montana; also bodily injury insurance with minimum limits of $100,000 each person/$300,000 each accident and property damage insurance for $100,000 each accident; also automobile bodily injury and property damage insurance with limits specified above; also Contractual liability and property damage insurance in accordance with agreement between Company and Contractor with limits specified above. Policies shall be in the usual form and conform to the laws of the State of Montana. Contractor agrees to furnish the Company with the insurance company's certificate to the effect that such coverages have been provided, the certificate to contain the date when the coverages expire, the name of the insurer through which the insurance is carried, the numbers of the policies, and amount of coverages. Copies of the policies will be furnished by Contractor upon request of the Company.

The undersigned bidder hereby agrees to furnish performance bond in the amount of 100 per cent of contractural price.

In consideration thereof the Company agrees that they will pay to the Contractor, in monthly payments the sum of $73,400.00 for said work, this amount to be paid as follows:

90% of all labor performed for job, to be paid on or about the 10th of the month following, except the last payment, which the Company shall pay to said Contractor within ten (10) days after final completion of job and acceptance of same by the Company.

All portions of this contract is guaranteed by the Contractor for a period of one (1) year from date of acceptance as being free of defects in workmanship. All materials will be stored at Company's Service Center adjacent to City Water Plant, and will be available to Contractor at this location.

Any variation from specifications or special work must be agreed to before they are done or Company can refuse to accept and pay for same.

Time being of the essence of this agreement, the Contractor agrees to pay the Company as liquidated damages the sum of $130 per day for each day after November 15, 1960, the contract remains uncompleted. Contractor and Company agree this sum is not a penalty but represents damages the Company will sustain by reason of Contractor's failure to complete the contract within the time specified. If the Contractor's failure to complete the contract within the time specified is the result of the Company's failure to make materials available as agreed or if, in the opinion of the Company, the Contractor's failure is the result of inclement weather, the completion date will be extended by the Company for a number of days equal to the delay arising from such causes.

WITNESS the hands of the parties hereto, the day and year first above written.

THE MONTANA POWER COMPANY

By George Scatten

Its Division Manager

WITNESS:

Lois G. Brewer

CONTRACTOR

YELLOWSTONE ELECTRIC COMPANY

By [illegible]

WITNESS:

[illegible]

AGREEMENT

THIS AGREEMENT, entered into this 8 day of Sep't, 1960 between THE MONTANA POWER COMPANY, a New Jersey corporation, 40 East Broadway, Butte, Montana, (hereinafter called "Company"), and The Yellowstone Electric Co of Billings, Montana (hereinafter called "Contractor"),

WITNESSETH:

In consideration of the mutual agreements and covenants hereinafter set forth, the parties hereto agree as follows:

1. The Company will furnish all of the material, equipment and appliances to be installed as part of the street lighting system as herein described, except concrete bases.

Contractor will furnish and pay for all trucking, tools, equipment, concrete bases complete, except anchor rods and labor necessary to construct, complete in every required detail, the installation of street lights in Special Improvement Lighting Maintenance District #97 Billings, Montana, in conformity with the specifications and drawings attached hereto and marked Exhibit "A" and made a part of this agreement, for the following lump sum:

Lump Sum Seven + Three Thousand Four Hundred Sixty Dollars
(Words)

($ 7,460 00)
(Figured)

In the event the Company finds defective concrete bases that are indicated on drawings to be re-used, the Contractor will replace the bases complete except anchor bolts, according to Company specifications for the sum of $ 88 00 each.

2. Contractor shall commence work on or before September 12, 1960, and complete the same by November 15, 1960.

3. Contractor will comply with all Federal and State laws and regulations, all municipal ordinances and regulations, all highway regulations, and will pay all social security taxes, unemployment insurance and other taxes, assessments, or contributions required to be paid and/or deducted from payrolls.

Contractor will, and he does hereby agree to indemnify and save harmless the Company, its officers, agents, and employees from any and all claims, demands and damages arising or which may hereafter arise, directly or indirectly, from the work of Contractor in performing this contract.

Contractor shall carry adequate Workmen's Compensation insurance according to requirements of the State of Montana; also bodily injury insurance with minimum limits of $100,000 each person/$300,000 each accident and property damage insurance for $100,000 each accident; also automobile bodily injury and property damage insurance with limits specified above; also Contractual liability and property damage insurance in accordance with agreement between Company and Contractor with limits specified above. Policies shall be in the usual form and conform to the laws of the State of Montana. Contractor agrees to furnish the Company with the insurance company's certificate to the effect that such coverages have been provided, the certificate to contain the date when the coverages expire, the name of the insurer through which the insurance is carried, the numbers of the policies, and amount of coverages. Copies of the policies will be furnished by Contractor upon request of the Company.

The undersigned bidder hereby agrees to furnish performance bond in the amount of 100 per cent of contractural price.

In consideration thereof the Company agrees that they will pay to the Contractor, in monthly payments the sum of $ 73 400.00 for said work, this amount to be paid as follows:
Contract Amount

90% of all labor performed for job, to be paid on or about the 10th of the month following, except the last payment, which the Company shall pay to said Contractor within ten (10) days after final completion of job and acceptance of same by the Company.

All portions of this contract is guaranteed by the Contractor for a period of one (1) year from date of acceptance as being free of defects in workmanship. All materials will be stored at Company's Service Center adjacent to City Water Plant, and will be available to Contractor at this location.

Any variation from specifications or special work must be agreed to before they are done or Company can refuse to accept and pay for same.

Time being of the essence of this agreement, the Contractor agrees to pay the Company as liquidated damages the sum of $130 per day for each day after November 15, 1960, the contract remains uncompleted. Contractor and Company agree this sum is not a penalty but represents damages the Company will sustain by reason of Contractor's failure to complete the contract within the time specified. If the Contractor's failure to complete the contract within the time specified is the result of the Company's failure to make materials available as agreed or if, in the opinion of the Company, the Contractor's failure is the result of inclement weather, the completion date will be extended by the Company for a number of days equal to the delay arising from such causes.

WITNESS the hands of the parties hereto, the day and year first above written.

THE MONTANA POWER COMPANY

By George Scottow

Its Division Manager

WITNESS:

Louis G. Brewer

CONTRACTOR

Yellowstone Electric Co.

By K. H. Ellingsen

WITNESS:

Alex Young

YELLOWSTONE [illegible]
CONTRACT

SILMD # 97
[illegible] - 2 copies
here - 2 copies
were sent to H.H.
Talbott - 9-8-60 - da

Street Lighting
Billings

File with contract.

EXHIBIT - "A"

S P E C I F I C A T I O N S

SPECIAL IMPROVEMENT LIGHTING MAINTENANCE DISTRICT #97

BILLINGS, MONTANA

SCOPE AND EXTENT OF WORK These specifications and accompanying drawings are intended to set forth a complete installation of Ornamental Mercury Vapor Street Lighting, complete with ornamental poles, luminaires, lamps, ballasts, underground cable, relays, conduit as specified, concrete base or alternate means of anchoring lighting poles as required, grounding, painting poles, removal of existing street lighting poles, luminaires, arms and storing of same. Cleanup and restoration of job site as required.

The work required under these specifications includes all labor, materials, equipment and services necessary for a complete installation ready for use.

Before submitting bid proposals, bidders shall carefully examine the drawings, specifications, and contract agreement. They shall visit and carefully inspect job site and inform themselves as to existing conditions and shall make their bid proposals to complete the work under these existing conditions and strictly in accordance with the drawings and specifications.

Street lighting facilities exist within the boundaries of District #97. These facilities consist almost entirely of a series system. These facilities must be removed by the contractor; however, only a portion of the area involved can be darkened at any one time. Generally, the area allowed to be darkened would be four or five blocks on one side of a street or two to three blocks on both sides of a street.

The Company will be responsible tor tying the series circuits together to conform with a pre-arranged schedule agreed upon by both Company and Contractor; however, the contractor shall at a time not less than five working days before darkening the first portion of any area, consult with the Company and mutually agree upon a schedule.

Exhibit"A"

MATERIALS AND WORKMANSHIP All materials shall be new and of the best quality obtainable and in accordance with plans and specifications. Any substitution of materials must be authorized in writing by the Company.

All work shall be executed in a thorough and workmanlike manner.

INSPECTION, PERMIT AND LICENSE FEES Any such required fees by the City of Billings or the State of Montana shall be paid by Contractor.

PROTECTION OF APPARATUS, MATERIALS AND EQUIPMENT The Contractor shall at all times take such precaution as shall be necessary to protect same from damage. Failure of contractor to comply with above will be sufficient cause for Company to reject the particular piece of material or equipment in question.

LIGHTING STANDARDS shall be Octa-Tube Elite Catalog #H6-330, complete with anchor rods, having six foot mast arm with 2 inch slip fitter mounting of luminaire, high base type designed to house 1000 watt outdoor regulator type ballast G. E. Catalog #9SA25H2 and have opening sufficiently large to receive and service same. Standards to have a mounting height of 33 feet, as manufactured by Millerbernd Company or approved equal.

BALLASTS shall be G. E. Catalog #9SA25H2 or approved equal. They shall be regulator type for outdoor use with 1000 watt mercury lamp. Primary operating voltage 240 volts, pole base type with tapping sleeves, and having a minimum starting temperature of -20°F.

LUMINAIRES Shall be G. E. Catalog #c705G001 or approved equal. For use with external ballast. Two inch slip fitter mounting multiple operation with 1000 watt mercury lamp, and I. E. S. Type 4 distribution.

LAMPS shall be 1000 Watt DeLuxe White mercury lamps with lifeguard arc tubes for multiple operation at a minimum starting temperature of -20°F. Westinghouse or equal. A S A Code #H34-12GW/X

MULTIPLE RELAYS shall be Joslyn Catalog #J20126 or J20123 as required. They will be installed and connected by the Company. Contractor to furnish same.

CONCRETE shall have a 5 sack per cubic yard cement mix. Aggregate to not exceed 3/4", slump not to exceed 3 inches.

Exhibit "A"

CONCRETE BASES New bases to be 2 feet x 2 feet x 4 feet deep. Where digging machine can be used 24 inch round holes are acceptable where top is formed square with 3/4 inch chamfer. Each new base to have 4 - 1" anchor rods spaced 9" O C.

Where existing street lights are to be abandoned, contractor shall break and remove concrete of base 4" below sidewalk grade, cut anchor rods to same grade and fill void to sidewalk grade with new concrete, trowel and brush same in an approved manner.

There are approximately six new pole locations marked on drawings where basement exists below. Poles where this condition exists will be anchored by means of drilling sidewalk slab for four bolts, using steel bearing plate below and supported by existing concrete or steel beam. (See detail drawing and examine location.)

As indicated on drawings, existing concrete bases near street intersections are to be re-used. All of these bases have four 1" anchor rods. In most cases the anchor rods extend about 22" above concrete. Contractor is to modify bolts for use with new poles. If the Company deems any of these bases to be defective, contractor is to remove same and replace with new bases complete with anchor rods and grounding facilities and will be paid according to unit price for same as indicated on his bid.

GROUNDING Existing bases that are scheduled for re-use have ground rods. Ground ballasts and light pole to these rods.

Before pouring new bases, place an approved pancake ground at bottom of hole, cover with 3" of tamped dirt. Extend ground wire through top of concrete base tied to anchor rod nearest pole base opening, leaving 18" of wire extending above concrete. Use #8 gauge Semi-hard drawn Copper Wire for this purpose.

PAINTING Poles to be supplied with base coat of lead paint. After poles are erected by Contractor they are to be given two coats of Aluminum paint, W. P. Fuller #9836 "Ful-Lumina" or approved equal. Paint to be applied with brush.

Exhibit "A"

WIRING From a point approximately 6" below secondary X-arm of pole located in alley and indicated on drawings, run E. M. T. down pole to a point approximately 9' above alley grade, connect to 4" x 6" galvanized junction box having proper size top hub and bottom K.O. Use required size 600 volt T W wire for this purpose. From said junction box run 10' length of galvanized rigid conduit down pole to trench in alley, terminate conduit with bushing. Also from same said junction box make splice to T W wire using 600 volt Anaconda Heavy Wall durasheath wire and continue same down pole, underground in trench to base of first pole in this circuit. Connect to primary of ballast. Run #12-600 volt T W wire from load side of ballast to lamp socket of Luminaire, continue with required size of Durasheath Cable from base of first light pole, underground to next pole in circuit, repeat wiring connection continuity to last pole in Circuit.

WIRE SIZES AND CRITERIA Where more than 3 poles are connected to the same circuit, run #8 wire from Company Pole to first light pole and continue remainder of underground circuit using #10.

From load side of ballast to lamp socket use #12 TW.

SIZE CONDUIT ON COMPANY POLE

(1) Two Circuits of #8 wire, use 1½" Conduit.

(2) Two Circuits of #10 wire, use 1" Conduit.

(3) All single two wire circuits, use 1" Conduit.

RELAY SIZES

5 Light Poles or less - use 30 Amp. relays.

More than 5 Light Poles - use 60 Amp. relays.

CIRCUITING As indicated on drawings

UNDERGROUND CABLE to be 600 volt Anaconda Single Conductor Heavy Wall Durasheath. All Underground Cable to be #10 gauge or #8 as noted under paragraph entitled "Wire Sizes and Criteria".

All other insulated wire to be TW 600 volt, size as required or noted.

SAWING CONCRETE AND TRENCHING All openings in sidewalk will be sawed or replaced to nearest joint. The location for most of the underground cable, as noted on drawings is on the street side of concrete gutter and parallel thereto. Where the alley approaches have a joint in the center, the contractor will make a saw cut in the alley approach approximately four inches from this joint and parallel thereto for cable trench. Jetting will not be permitted.

Exhibit "A"

All trenching for cable will have a minimum depth of five inches below concrete. Trenching in street, as indicated on drawings will be next to apron at curb. It is presumed that streets have 2" blacktop, 4" to 5" of concrete. (Check with City Engineer for this data)

Where existing concrete bases are to be re-used, provide 1" rigid conduit bushed at both ends, for cable raceway from street side of curb apron to a point near entrance to base, (two required per base). See drawings.

Where new concrete bases are installed, provide one continuous 1½" rigid conduit, bushed at both ends from top of concrete base to street side of curb. 1" conduit can be used on new bases at end of circuit.

As indicated on drawings, basements exist under sidewalk location of poles at First Avenue side of Securities Building, Northern Hotel and Vaughn-Ragsdale. Also at 28th Street side of Babcock Building. Conduit runs exist in these basements for existing street lighting system. Contractor, please examine these premises, as it is presumed these conduits can be used on the new system, thus avoiding some expensive and unnecessary trenching.

LAYING UNDERGROUND CABLE Before laying cable, be sure bottom of trench is free of loose rock. Place a minimum of 2" of sandiin bottom of trench before laying cable, then overlay cable with a minimum of 3" of sand. Replacement concrete to have a maximum slump of 3", and not finished. Blacktop shall be replaced in an approved manner.

STORING EXISTING FACILITIES These facilities are the property of the City of Billings. Poles and arms will be delivered to City Public Works Yard south of Mountview Cemetery and stacked in a workmanlike manner on timbers supplied by contractor. Luminaires will be delivered for storage to second floor of City Garage at Fifth Avenue South and 28th Street. All existing underground cable to be abandoned.

All street lighting transformers and control equipment is the property of the Company. They will recover same.

MISCELLANEOUS All street name signs and other signs mounted on existing street lighting poles are to be removed and stored by contractor to prevent damage. After new poles are erected and have final coat of paint they are to be replaced on new poles.

Weather heads shall be placed on all conduit runs originating on Company pole. Leave sufficient wire for connection to relays.

ESTIMATE OF MATERIALS

LIGHTING MAINTENANCE DISTRICT #97

BILLINGS, MONTANA

1.	29,000 lin. feet	of #12-600 volt type TW wire
2.	4,900 lin. feet	of #8 Solid Conductor, 600 volt TW Wire (Color Code ½ Red of available)
3.	52,000 lin. feet	of #10 Single Conductor 600 volt Anaconda Durasheath heavy Wall Cable
4.	19,000 lin. feet	of #8 Single Conductor 600 volt Anaconda Durasheath heavy Wall Cable
5.	360	Lighting Standards, Millerbernd Cat. #H6-330 or approved equal
6.	360	Ballasts, G. E. Cat. #9SA25H2 or equal
7.	360	Luminaires, G. E. Cat. #C705G001 or equal
8.	34	60 Amp. Joslyn Multiple Relays Cat. # J20126
9.	22	30 Amp. Joslyn Multiple Relays Cat. # J20123
10.	360	1000 Watt DeLuxe White mercury lamps for multiple operation, ASA Code #H34-12GW/X, Westinghouse or equal
11.	34	4" x 6" Galv. Junction boxes with 1½" hub and 1½" KO
12	22	4" x 6" Galv. Junction boxes with 1 " hub and 1 " KO
13.	1,000 feet	1" Galv. Rigid Conduit
14.	268	1" bushings for rigid conduit
15.	1,140 feet	1½" Galv. Rigid Conduit
16.	430	1½" bushings for rigid conduit
17.	330 feet	1" Thinwall Conduit
18.	510 feet	1½"Thinwall Conduit
19.	60 gallons	Aluminum paint
20.	135 pounds	#8 Semi-hard drawn copper wire
21.	Miscellaneous connectors, tape, locknuts, etc.	

N. H. ELLINGSEN
PRESIDENT

CHAS. O. SCHMIDT
SEC.-TREAS.

SAFE ADEQUATE WIRING
REPAIR SERVICE
ALL WORK GUARANTEED

Yellowstone
ELECTRIC CO.
Electrical Contractors
BILLINGS, MONTANA

520 North 32nd Street
P. O. Box 1871
Telephone ALpine 2-3407

September 9, 1960

The Montana Power Co.
113 North Broadway
Billings, Montana

Att: Mr. George Scotten

Re: Special Improvement Lighting
Maintenance District No. 97
Billings, Montana

Gentlemen:

Enclosed herewith are two (2) copies of our Performance Bond written on General Insurance Company of America in the amount of 100% of subject contract, together with Power of Attorney of the Bonding Agent and two (2) copies of our proof of Liability and Property Damage Insurance.

We expect to start work on this project September 12, 1960, and will make every effort to complete this work within the time scheduled.

We would like to take this opportunity to thank you for this contract and assure you of our whole-hearted cooperation with your Company during the construction of this work and in all future dealings.

Very truly yours,

YELLOWSTONE ELECTRIC CO.

N.H. Ellingsen
President

NHE/sab

Enclosure

Yellowstone
520 NO. 32nd Street - Phone [illegible]
BILLINGS, MONTANA

September 9, 1960

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113 North Broadway
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Very truly yours,

YELLOWSTONE ELECTRIC CO.

H.H. Ellingson
President

HHE/sab

Enclosure

BOND NO. .....

GENERAL INSURANCE COMPANY OF AMERICA

SEATTLE, WASHINGTON

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, That we

YELLOWSTONE ELECTRIC COMPANY, of Billings, Montana

called the Principal, and GENERAL INSURANCE COMPANY OF AMERICA, a Washington corporation called the Surety, are held and firmly bound unto

THE MONTANA POWER COMPANY, a New Jersey corporation, of Butte, Montana

called the Owner, in the sum of Seventy three thousand four hundred sixty and no/100 - Dollars ($ 73,460.00),

for the payment whereof said Principal and Surety bind themselves firmly by these presents.

Whereas, the Principal has, by written Agreement, dated September 8th, 1960

entered into a contract with the Owner for Installation of street lights in Special Improvement Lighting Maintenance District #97, Billings, Montana.

a copy of which is by reference made a part hereof;

Now, Therefore, the condition of this obligation is such, that if the Principal shall faithfully perform the contract free and clear of all liens arising out of claims for labor and materials entering into the construction, and indemnify and save harmless the Owner from all loss, cost or damage which Owner may suffer by reason of the failure so to do, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 8th day of September 19 60

YELLOWSTONE ELECTRIC COMPANY
Principal

By: [signature]

GENERAL INSURANCE COMPANY OF AMERICA

By [signature]
Alvin F. Andersen
Attorney-in-Fact

COUNTERSIGNED IN MONTANA BY
JOHN A. PETERTLER CO.

[signature]
Montana Resident Agent

8-630 R1 7-54

POWER OF ATTORNEY

GENERAL INSURANCE COMPANY OF AMERICA

Home Office

SEATTLE, WASHINGTON

No. 281-A

KNOW ALL MEN BY THESE PRESENTS: That the General Insurance Company of America by ANTONY PANELLA its Vice-President, in pursuance of authority granted by Sections 3 and 4, Article V, of the By-Laws of said Company, a copy of which sections is hereto attached, does hereby nominate, constitute and appoint - - - - - - - - - - - JOHN A. PETENTLER &/or ALVIN F. ANDERSEN, Billings, Montana - - - - -

its true and lawful attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings, in its business of guaranteeing the fidelity of persons holding places of public or private trust and the performance of contracts other than insurance policies, and executing and guaranteeing bonds or other undertakings required or permitted in all actions or proceedings, or by law required or permitted.

All such bonds and undertakings as aforesaid to be signed on behalf of the General Insurance Company of America and the corporate seal of the Company affixed thereto by either John A. Petentler or Alvin F. Andersen, individually.

And the execution of such bonds or undertakings in pursuance of these presents shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its Home Office, Seattle, Washington, in their own proper persons.

IN WITNESS WHEREOF, the said ANTONY PANELLA has hereunto subscribed his name and affixed the Corporate Seal of the said General Insurance Company of America this 23 day March 19 59.

(SEAL) (signed) Antony Panella
Vice-President

STATE OF WASHINGTON, }
COUNTY OF KING, } ss.

On this 23 day of March A.D. 19 59, before the subscriber, a Notary Public of the State of Washington, in and for the County of King, duly commissioned and qualified, came ANTONY PANELLA Vice-President of the General Insurance Company of America, to me personally known to be the individual and officer described in, and who executed, the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposeth and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as such officer was duly affixed and subscribed to the said instrument by the authority and direction of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

(SEAL) (signed) Ida Dahl
Notary Public

Extracts from By-Laws of the General Insurance Company of America, adopted February 28, 1923, and amended April 27, 1950, by the Stockholders:

"Article V, Section 3.—POWERS AND DUTIES OF PRESIDENT:....He shall also have power and authority to designate individuals under appropriate titles who shall be authorized to execute on behalf of the Company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business and who may also have authority to attach the official seal of the Company to such fidelity and surety bonds and documents of like character issued by the Company in the course of its business."

"Article V, Section 4.—POWERS AND DUTIES OF VICE-PRESIDENT.....In the absence of the President, the Vice-President, or if more than one Vice-President, the Vice-Presidents in the order of their election shall perform the duties of the President, subject to the direction of the Board of Directors. He shall also have power and authority to designate individuals under appropriate titles who shall be authorized to execute on behalf of the Company fidelity and surety bonds and other documents of a similar character issued by the Company in the course of its business and who may also have authority to attach the official seal of the Company to such fidelity and surety bonds and documents of like character issued by the Company in the course of its business."

I, ANTONY PANELLA Vice-President of the General Insurance Company of America, hereby certify that the foregoing is a true copy of Sections 3 and 4, Article V, of the By-Laws of said Company and is still in force.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name as Vice-President and affixed the Corporate Seal of the General Insurance Company of America, this 23 day of March A.D. 19 59.

(SEAL) (signed) Antony Panella
Vice-President

STATE OF WASHINGTON, }
COUNTY OF KING, } ss.

I, E. SEAMAN Assistant Secretary of the General Insurance Company of America, do hereby certify that the foregoing is a true copy of Sections 3 and 4, Article V, of the By-Laws of said Company, and is now in force; and I do hereby certify that the above and foregoing Power of Attorney is a true and correct copy of a Power of Attorney, executed by said General Insurance Company of America, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the City of Seattle, this 8th day of September A.D. 19 60.

E. Seaman
Assistant Secretary

S-434 21 4/54

BOND NO. .....

GENERAL
INSURANCE COMPANY
OF AMERICA
SEATTLE, WASHINGTON

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, That we

YELLOWSTONE ELECTRIC COMPANY, of Billings, Montana

called the Principal, and GENERAL INSURANCE COMPANY OF AMERICA, a Washington corporation called the Surety, are held and firmly bound unto

THE MONTANA POWER COMPANY, a New Jersey corporation,
of Butte, Montana

called the Owner, in the sum of Seventy three thousand four hundred sixty and no/100 - -
- Dollars ($ 73,460.00),

for the payment whereof said Principal and Surety bind themselves firmly by these presents.

Whereas, the Principal has, by written Agreement, dated September 8th, 1960

entered into a contract with the Owner for Installation of street lights in Special Improvement Lighting Maintenance District #97, Billings, Montana.

a copy of which is by reference made a part hereof;

Now, Therefore, the condition of this obligation is such, that if the Principal shall faithfully perform the contract free and clear of all liens arising out of claims for labor and materials entering into the construction, and indemnify and save harmless the Owner from all loss, cost or damage which Owner may suffer by reason of the failure so to do, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 8th day of September 19 60

YELLOWSTONE ELECTRIC COMPANY
Principal
By: [signature]

GENERAL INSURANCE COMPANY OF AMERICA

COUNTERSIGNED IN MONTANA BY
JOHN A. PETENTLER CO.
By [signature]
Montana Resident Agent

By [signature]
ALVIN F. ANDERSON
Attorney-in-Fact

S-630 R1 7-64

CERTIFICATE OF INSURANCE

GENERAL INSURANCE COMPANY OF AMERICA

SEATTLE, WASHINGTON

HEREBY CERTIFIES that such insurance policies as are indicated hereunder have been issued and are in full force and effect on the effective date of this certificate.

Name of Insured: YELLOWSTONE ELECTRIC CO.

Mailing Address: P. O. Box 1871 (Street) Billings (City) Montana (State)

Policy Period: from May 1st, 1960 to May 1st, 1961

12:01 A.M., Standard Time, at the address of the insured shown above.

This certificate indicates insurance afforded only with respect to such and so many of the policies of insurance as are indicated by number herein, and to such and so many of the coverages under such policies as are indicated by the inclusion of limits of liability, amount of coverage or the word "Included".

This certificate is only a statement of the existence of the policy or policies of insurance herein referred to and does not change or affect the terms thereof. Written notice will be given to the holder of this Certificate 10 days prior to any changes thereof.

Type of Insurance	Policy Number	Coverage	Limits of Liability or Amount of Coverage	
Public Liability Other Than Auto or Elevator	BLP 153517	Bodily Injury	$100,000.00	One Person
			$300,000.00	One (Accident)(Occurrence)
		Property Damage	$100,000.00	One Accident
			$200,000.00	Aggregate
Auto Public Liability	BLP 153517	Bodily Injury	$100,000.00	One Person
			$300,000.00	One (Accident)(Occurrence)
		Property Damage	$ 15,000.00	One (Accident)(Occurrence)
Workmen's Compensation		Subject to the terms of the Workmen's Compensation laws of the state in which policy affords coverage.		
				One Person
				One (Accident)(Occurrence)
				Aggregate
				One (Accident)(Occurrence)

Location of risk covered, or description of automobile or elevator covered, or description and location of operations or work covered:

Installation of street lights in Special Improvement Lighting Maintenance District #97, Billings, Montana.

Certificate issued to: The Montana Power Company

Address: 40 East Broadway, Butte, Montana

Dated at: Billings, Montana on: September 8th, 1960

GENERAL INSURANCE COMPANY OF AMERICA

JOHN A. PETERSON CO.

By: Alvin F. Anderson

Alvin F. Anderson

C-70 RS 3-58

CERTIFICATE OF INSURANCE

GENERAL INSURANCE COMPANY OF AMERICA

SEATTLE, WASHINGTON

HEREBY CERTIFIES that such insurance policies as are indicated hereunder have been issued and are in full force and effect on the effective date of this certificate.

Name of Insured: YELLOWSTONE ELECTRIC CO.

Mailing Address: P. O. Box 1871 (Street) Billings (City) Montana (State)

Policy Period: from May 1st, 1960 to May 1st, 1961

12:01 A.M., Standard Time, at the address of the insured shown above.

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		Property Damage	$100,000.00	One Accident
			$200,000.00	Aggregate
Auto Public Liability	BLP 153517	Bodily Injury	$100,000.00	One Person
			$300,000.00	One (Accident)(Occurrence)
		Property Damage	$ 15,000.00	One (Accident)(Occurrence)
Workmen's Compensation		Subject to the terms of the Workmen's Compensation laws of the state in which policy affords coverage.		
				One Person
				One (Accident)(Occurrence)
				Aggregate
				One (Accident)(Occurrence)

Location of risk covered, or description of automobile or elevator covered, or description and location of operations or work covered:

Installation of street lights in Special Improvement Lighting Maintenance District #97, Billings, Montana.

Certificate issued to: The Montana Power Company

Address: 40 East Broadway, Butte, Montana

Dated at: Billings, Montana on September 8th, 1960

GENERAL INSURANCE COMPANY OF AMERICA
JOHN A. PETERSON CO.

By: Alvin F. Anderson
Alvin F. Anderson

C-70 R5 3-58

AMENDMENT TO
STREET LIGHTING CONTRACT
DATED AUGUST 23, 1960
FOR SILMD 97

This agreement made and entered into this 13th day of Nov 1989, by and between THE MONTANA POWER COMPANY and THE CITY OF BILLINGS.

WITNESSETH

WHEREAS, the CITY and the COMPANY have entered into a contract dated August 23, 1960, for the installation, operation and maintenance of a street lighting system within Special Improvement Lighting District 97; and

WHEREAS, the CITY desires to convert the lights in the District to high pressure sodium units; and

WHEREAS, the CITY and the COMPANY desire to replace all temporary overhead wiring runs in the District with underground wiring,

NOW, THEREFORE, in consideration of the terms, covenants and conditions contained herein, the Parties hereto agree as follows:

I. The COMPANY shall provide all labor and materials necessary to remove the 348 existing 1000-watt mercury vapor luminaires and replace them with 400-watt high pressure sodium luminaires.

II. The COMPANY shall provide all labor and materials necessary to remove existing overhead wiring runs and replace them with new underground wiring in conduits, including making all connections between the new wiring and the existing underground wiring and the lights themselves. The COMPANY shall furnish all necessary wire, connectors, conduit, and pull boxes.

III. The CITY shall furnish all labor and materials necessary for removal of existing asphalt or concrete, digging of trenches for the new conduit, backfill of trenches after the conduit is placed, and the placement of new concrete or asphalt over the trench, for all areas served with overhead wiring as of January 1st, 1990. The CITY shall exercise reasonable care and caution to prevent damage to the conduit during backfilling, compaction, and surfacing operations.

IV. The CITY shall be responsible for obtaining all necessary underground utility locates prior to starting any work in a given area under Item III, above.

V. The CITY shall furnish all construction signing and barricades necessary to protect the worksite, and pedestrian and vehicular traffic during underground phases of the work.

VI. The COMPANY shall furnish all necessary traffic control and warning devices for any overhead work.

VII. The conversion work identified in Item I above shall be completed no later that December 1, 1989.

VIII. The CITY and COMPANY shall commit the labor, equipment, materials, and financial resources necessary to complete the work identified in Items II and III above, no later than August 1, 1990.

IX. The CITY shall notify COMPANY at least one week prior to starting the initial excavation work under Item III. Thereafter, CITY and COMPANY shall meet at least weekly to review construction progress and outline a construction schedule for the following week for all work under Items II and III, above. The COMPANY shall not be expected to perform wiring work on Saturdays or Sundays, except in cases of extreme necessity.

X. Following completion of the work identified in Items II and III above, the COMPANY shall assume full responsibility for maintenance of all facilities, including underground wiring, in the District. The COMPANY shall be responsible for all concrete, asphalt, or excavation work associated with repairing future underground wiring failures. Section 4, Maintenance and Operation, in the existing contract is amended to read:

> The Company agrees to install and operate said street lighting facilities in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on a dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outage to the Company's office in Billings, Montana.

XI. Following completion of the conversion work identified in Item I above, monthly charges for furnishing, operating, and maintaining the fixtures in the District, shall be based on a rate of $26.46 per 400 W HPS unit per month. This rate is based on Rate Schedule SL-1 and is subject to amendment or revision by the Montana Public Service Commission.

XII. Except as explicitly amended herein, the terms and provisions of the original contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives.

THE MONTANA POWER COMPANY

by Glenn W. Wheeler
Division Manager

THE CITY OF BILLINGS,
a Municipal Corporation

CITY OF BILLINGS SEAL YELLOWSTONE COUNTY, MONTANA

by James W. Van Ausdale
Mayor

Attest Marita Herold
City Clerk

Approved as to form: James S. Tilton
City Attorney

START

Form No. 0828

NUMBER - 13

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 99

DATE: March 8, 1961

FOLDER

Minnesota Avenue & 1st Avenue South

To: The Montana Power Company

Re: Special Improvement Lighting Maintenance District No. 99 of the City of Billings

Gentlemen:

Pursuant to the contract which the City of Billings has with The Montana Power Company pertaining to Special Improvement Lighting Maintenance District No. 99, the City of Billings hereby requests a modification of the lighting in District No. 99. This is being requested in order to cooperate with the State of Montana by and through the State Highway Commission in providing lighting on First Avenue South more appropriate to its nature as an arterial street.

The City hereby requests that the Montana Power Company remove 16 of its lights from District No. 99, these being the 1000-watt mercury vapor units located along both sides of First Avenue South so that new lights may be installed by the State Highway Commission at its expense. The City further requests that the present contract on District No. 99 be replaced at that time and a modified contract, a copy of which is enclosed herewith, be executed by the parties.

Your consent to this arrangement is hereby requested although it is understood that before this new arrangement goes into effect a new lighting district, covering portions of First Avenue South adjacent to District No. 99, must be created and put into operation. Until this is actually accomplished District No. 99 is to remain unchanged. The modification of District No. 99 and the modified contract would not go into effect unless the City further advises you through the City Engineer to proceed.

DATED this 18 day of May, 1970.

THE CITY OF BILLINGS

By Howard S. Hultgren
Mayor

RESOLUTION NO. 10844

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK OF THE CITY OF BILLINGS, MONTANA, TO EXECUTE A LETTER AND MODIFIED CONTRACT WITH THE MONTANA POWER COMPANY, WITH AN OFFICE AT BILLINGS, MONTANA, RELATING TO SPECIAL IMPROVEMENT MAINTENANCE LIGHTING DISTRICT NO. 99 OF THE CITY OF BILLINGS.

- - - - - - - - - - -

WHEREAS, the City Council of the City of Billings, Montana, has heretofore created Special Improvement Lighting Maintenance District No. 99 for the purpose of securing and providing energy and operation and maintenance for mercury vapor street lights, and

WHEREAS, in cooperation with the State of Montana by and through the State Highway Commission to provide lighting on First Avenue South more appropriate to its nature as an arterial street, and

WHEREAS, this requires the removal of certain of the lights from District No. 99 and their replacement by new lights installed by the State Highway Commission at its expense, and

WHEREAS, this requires a modification of the contract heretofore entered into with the Montana Power Company,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

Section 1: That the Mayor and the City Clerk of the City of Billings, Montana, be, and they are hereby authorized and directed to execute the attached letter and contract relating to Special Improvement Maintenance Lighting District No. 99.

PASSED by the City Council and approved by the Mayor this 18 day of May, 1970.

APPROVED:

Howard E. Hultgren
Mayor

ATTEST:

[signature]
City Clerk

CONTRACT

THIS AGREEMENT, made and entered into this 18 day of May, 1970, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

W I T N E S S E T H:

WHEREAS, Special Improvement Lighting Maintenance District No. 99 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth; and

WHEREAS, the City and the State of Montana, acting by and through the State Highway Commission, Helena, Montana, hereinafter called "State", are cooperating in order to provide 15 units of special lighting facilities along that portion of First Avenue South within the District; and

WHEREAS, the City is sharing in the cost of the special lighting facilities along First Avenue South not to exceed the obligations the City would incur if First Avenue South was being handled the same as it was originally created,

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and has constructed and installed the following described street lighting facilities in the District at its

own expense. The facilities are of the type hereinafter specified and have been installed at the locations according to the specifications of the City.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 47 units of 1000-watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 30-foot mounting height to be served by overhead wires along and upon the streets and avenues named in the resolution creating the District, excepting therefrom First Avenue South.

(b) Locations: There will be 47 lighting units, spaced and located in accordance with the map of the lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed under this agreement are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate the street lighting facilities constructed under this agreement, and to maintain the system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to the street lighting system constructed by it under this agreement for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for fur-

nishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, and as the City's share of the maintenance and energy cost of the special lighting units on First Avenue South, as follows:

The sum of $666.47 per month, $543.32 computed on the basis of 47 1000-watt mercury vapor color improved lighting units, at the rate of $11.56 per unit per month, with the balance of said sum in the amount of $123.15 being the City's share of expense for the special lighting on First Avenue South consisting of 15 1000-watt State owned lights.

The charge for electrical energy included in the above rate is based upon rate schedule SL-69P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system owned by the Company, made necessary by the acts of third parties.

If additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be

liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. SPECIAL PROVISIONS

The City and State are sharing cost of electrical energy and maintenance of facilities along First Avenue South. City and State are separately contracting with Company for the payment of their respective shares and therefore, it is agreed that a termination, nonrenewal or rescinding of the State contract shall be sufficient grounds for Company to terminate or rescind this contract. Further any breach of the State contract, whereby Company might discontinue service or have other remedies, excluding claims for monetary damages, shall be a breach of this contract allowing Company to suspent the service hereunder or invoke such other remedies, excluding claims for monetary damages, against City.

SECTION 8. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

CITY OF BILLINGS, a municipal corporation,

ATTEST:

_____
City Clerk

_____
Mayor

The Montana Power Company-Butte, Montana

March 8, 1961

W. W. Talbott, Vice President

Special Improvement Lighting Maintenance
District No. 99

Dear Bill:

Enclosed herewith are copies for General Office files of legal documents pursuant to Subject District.

1 - Resolution No. 9383, creating Special Improvement Lighting Maintenance District No. 99 of Billings, Montana.

2 - Resolution No. 9384, authorizing and directing the Mayor and City Clerk of the City of Billings, Montana, to execute a Contract with The Montana Power Company covering the provisions contained in Resolution No. 9383, and

3 - A Contract between The Montana Power Company and the City of Billings, Montana, covering the installation, maintenance, and furnishing of electrical energy for Special Improvement Lighting Maintenance District No. 99.

We have retained a copy of this Contract for our Billings Division files.

Yours truly,

R. F. Cooke
Division Sales Manager

enc

rfc:da

C O N T R A C T

THIS AGREEMENT, made and entered into this 7th day of March, 1961, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

W I T N E S S E T H:

WHEREAS, Special Improvement Lighting Maintenance District No. 99 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new ornamental street lights of the mercury vapor type, along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

Section 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said district at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified, and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities - New ornamental street lights of the mercury vapor type, consisting of 63 commercial suspension type luminaires and 1080 watt mercury lamps (A.S.A. Code [illegible]-1500/X),

mounted on 33-feet steel poles to be served by overhead conductors along and upon the streets and avenues named in the resolution creating said district.

(b) Locations - There will be eight such units per square block, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the City Council.

Section 2. REMOVAL OF OLD FACILITIES

The Company, at its own expense, shall remove the existing lighting facilities in said district, in a good and workmanlike manner, and transport the removed facilities to a location mutually agreed upon.

Section 3. OWNERSHIP

The existing facilities to be removed as hereinabove provided shall remain the property of the City, and the facilities to be constructed and installed are and shall remain the property of the Company.

Section 4. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the district, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

Section 5. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

Section 6. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 1000 watt mercury vapor, glass-enclosed, lighting unit, the sum of $11.04 per month.

The above charge shall apply only to each of the 63 lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon Rate Schedule SL - 57F applied to the wattage of the lamp and ballast (1080W), and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent, or to punish persons responsible for, wanton and malicious damage to street lights. In consequence thereof, the Power Company shall have the right to make an additional charge to the City at the actual cost of material and labor for repairs to and replacements in said system made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants, at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter. If any bill remains delinquent for more than twenty (20) days, the Company may discontinue service without further notice.

Section 7. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

Section 8. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

by W W Tellett
Vice President

CITY OF BILLINGS,
A Municipal Corporation

Attest:

City Clerk

by [signature]
Mayor

APPROVED AS TO FORM

[signature]

CONTENTS APPROVED

W W Tellett

DATE 3/1/61

START

Form No. 0828

NUMBER - 14

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 100

DATE: April 25, 1961

FOLDER

CONTRACT

THIS AGREEMENT, made and entered into this 21 day of April, 1961, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

WITNESSETH:

WHEREAS, Special Improvement Lighting Maintenance District No. 100 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new ornamental street lights of the mercury vapor type, along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

Section 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said district at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified, and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities - [illegible] ornamental street lights of the mercury vapor type, consisting of 81 ornamental suspension type luminaires and 1000 watt mercury lamps (A.S.A. Code [illegible]-1000W/X),

mounted on 33-foot steel poles to be served by overhead conductors along and upon the streets and avenues named in the resolution creating said district.

(b) Locations - There will be eight such units per square block, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the City Council.

Section 2. REMOVAL OF OLD FACILITIES

The Company, at its own expense, shall remove the existing lighting facilities in said district, in a good and workmanlike manner, and transport the removed facilities to the City Yards at 302 Edwards.

Section 3. OWNERSHIP

The existing facilities to be removed as hereinabove provided shall remain the property of the City, and the facilities to be constructed and installed are and shall remain the property of the Company.

Section 4. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the district, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

Section 5. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

Section 6. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 1000 watt mercury vapor, glass-enclosed, lighting unit, the sum of $11.04 per month.

The above charge shall apply only to each of the 81 lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon Rate Schedule SL - 57P applied to the wattage of the lamp and ballast (1080W), and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent, or to punish persons responsible for, wanton and malicious damage to street lights. In consequence thereof, the Power Company shall have the right to make an additional charge to the City at the actual cost of material and labor for repairs to and replacements in said system made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants, at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter. If any bill remains delinquent for more than twenty (20) days, the Company may discontinue service without further notice.

Section 7. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

Section 8. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

by [signature]
Manager, Billings Division

CITY OF BILLINGS,
A Municipal Corporation

Attest: [signature]
City Clerk

by [signature]
Mayor

START

Form No. 0828

NUMBER - 15

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 107

DATE: May 1, 1962

FOLDER

C O N T R A C T

THIS AGREEMENT, Made and entered into this 1st day of May, 1962, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company," and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

W I T N E S S E T H:

WHEREAS, Special Improvement Lighting Maintenance District No. 107 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new incandescent street lights along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said district at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New incandescent street lights consisting of sixty-four 6,000 lumen incandescent glass-enclosed luminaires, mounted on steel poles to be served by underground wiring, along and upon the streets and avenues named in the

resolution creating said district.

(b) Locations: There will be eight lighting units per square block for the larger blocks, and six lighting units per square block for the smaller blocks, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the City Council.

SECTION 2. OWNERSHIP

The facilities to be constructed in and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the district, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. If the Company finds it necessary to temporarily connect a portion of the system by overhead wires, while making repairs, such overhead wiring will be removed within a reasonable time and in no event shall such overhead wiring be used as a permanent part of the system. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City understands and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided,

said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 6,000 lumen incandescent glass-enclosed lighting unit, the sum of $4.57 per month.

The above charge shall apply only to each of the sixty-four lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-57P applied to the wattage of the lamp, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. The City agrees to use the usual and normal police protection to prevent wanton damage or destruction of the lighting system.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof. The City shall have the right to renew this agreement for additional terms of two years and eleven months by giving the Company notice of such desire to renew at least sixty days prior to the expiration of any such period, provided, however, it is not the intention of the parties hereto, and this agreement shall not be construed to, provide a term longer than that allowed by the laws of the State of Montana.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By George Scottess
Manager, Billings Division

CITY OF BILLINGS, a Municipal Corporation

By Harold E. Fisher
Mayor

ATTEST:

Wm J Fryer
City Clerk

START

Form No. 6620

NUMBER - 16

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 109

DATE: October 16, 1962

FOLDER

CONTRACT

THIS AGREEMENT, Made and entered into this 16th day of October, 1942, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

WITNESSETH:

WHEREAS, Special Improvement Lighting Maintenance District No. 109 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new incandescent street lights along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said district at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New incandescent street lights consisting of one hundred fifty-eight 6,000 lumen incandescent glass-enclosed luminaires, mounted on steel poles, to be served

by underground wires, along and upon the streets and avenues named in the resolution creating said district.

(b) Locations: There will be one hundred fifty-eight lighting units, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the City Council.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the district, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 6,000 lumen incandescent glass-enclosed lighting unit, the sum of $4.32 per month.

The above charge shall apply only to each of the one hundred fifty-eight lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-57P applied to the wattage of the lamp, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. The City agrees to use the usual and normal police protection to prevent wanton damage or destruction of the lighting system.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months

from the date hereof. The City shall have the right to renew this agreement for additional terms of two years and eleven months by giving the Company notice of such desire to renew at least sixty days prior to the expiration of any such period, provided, however, it is not the intention of the parties hereto, and this agreement shall not be construed to, provide a term longer than that allowed by the laws of the State of Montana.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By: Louis G. Brewer
Manager, Billings Division

CITY OF BILLINGS, a Municipal Corporation

By: Harold E. Guke
Mayor

ATTEST:
Wm. Fry Jr.
City Clerk

START

Form No. 6628

NUMBER - 17

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 114

DATE: Feb. 19, 1963

FOLDER

CONTRACT

THIS AGREEMENT, Made and entered into this 19th day of Feb. 1963, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

W I T N E S S E T H:

WHEREAS, Special Improvement Lighting Maintenance District No. 114 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new incandescent street lights along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said district at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New incandescent street lights consisting of thirty-three (33) units with 6,000 lumen incandescent glass-enclosed luminaires, mounted on steel poles,

to be served by **underground** wires, along and upon the streets and avenues named in the resolution creating said district.

(b) Locations: There will be **thirty-three (33)** lighting units, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the City Council.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the district, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each **6,000** lumen incandescent glass-enclosed lighting unit, the sum of **$4.57** per month.

The above charge shall apply only to each of the **thirty-three** lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-57P applied to the wattage of the lamp, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. The City agrees to use the usual and normal police protection to prevent wanton damage or destruction of the lighting system.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof. The City shall have the right to renew this agreement for additional terms of two years and eleven months by giving the

Company notice of such desire to renew at least sixty days prior to the expiration of any such period, provided, however, it is not the intention of the parties hereto, and this agreement shall not be construed to, provide a term longer than that allowed by the laws of the State of Montana.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By Louis H. Breuer
Manager, Billings Division

CITY OF BILLINGS, a Municipal Corporation

By Harold E. Fuke
Mayor

ATTEST:

City Clerk

START

Form No. 0635

NUMBER - 18

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 115

DATE: Feb 19, 1963

FOLDER

CONTRACT

THIS AGREEMENT, Made and entered into this 19th day of Feb. 1963, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

WITNESSETH:

WHEREAS, Special Improvement Lighting Maintenance District No. 115 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new incandescent street lights along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said district at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New incandescent street lights consisting of eight only (8) units with 6,000 lumen incandescent glass-enclosed luminaires, mounted on steel poles,

to be served by **underground**wires, along and upon the streets and avenues named in the resolution creating said district.

(b) Locations: There will be **eight only (8)** lighting units, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the City Council.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the district, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each **6,000** lumen incandescent glass-enclosed lighting unit, the sum of $ **4.57** per month.

The above charge shall apply only to each of the eight (8) lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-57P applied to the wattage of the lamp, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. The City agrees to use the usual and normal police protection to prevent wanton damage or destruction of the lighting system.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof. The City shall have the right to renew this agreement for additional terms of two years and eleven months by giving the

Company notice of such desire to renew at least sixty days prior to the expiration of any such period, provided, however, it is not the intention of the parties hereto, and this agreement shall not be construed to, provide a term longer than that allowed by the laws of the State of Montana.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By Louis G. Brewer
Manager, Billings Division

CITY OF BILLINGS, a Municipal Corporation

By Harold E. Gerke
Mayor

ATTEST:

Wm J. Fry Jr.
City Clerk

START

Form No. 0628

NUMBER - 19

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 116

DATE: Feb. 26, 1963

FOLDER

CONTRACT

THIS AGREEMENT, Made and entered into this 26 day of Feb. 1963, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

WITNESSETH:

WHEREAS, Special Improvement Lighting Maintenance District No. 116 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new incandescent street lights along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said district at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New incandescent street lights consisting of --- twenty one (21) ----- units with 6,000 lumen incandescent glass-enclosed luminaires, mounted on steel poles,

to be served by **underground** wires, along and upon the streets and avenues named in the resolution creating said district.

(b) Locations: There will be **twenty one (21)** lighting units, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the City Council.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the district, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 6,000 lumen incandescent glass-enclosed lighting unit, the sum of $ 4.57 per month.

The above charge shall apply only to each of the **twenty-one (21)** lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-57P applied to the wattage of the lamp, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. The City agrees to use the usual and normal police protection to prevent wanton damage or destruction of the lighting system.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof. The City shall have the right to renew this agreement for additional terms of two years and eleven months by giving the

Company notice of such desire to renew at least sixty days prior to the expiration of any such period, provided, however, it is not the intention of the parties hereto, and this agreement shall not be construed to, provide a term longer than that allowed by the laws of the State of Montana

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By Louis G. Brewer
Manager, Billings Division

CITY OF BILLINGS, a Municipal Corporation

By Harold E. Guke
Mayor

ATTEST:

Wm J Fry Jr
City Clerk

Street Lighting District #116 - 2-26-63

3/1/63-km

Lighting Maintenance District No. 116, for the purpose of securing and providing energy and maintenance for new incandescent street lights for lighting said district.

Section 2: That the boundaries of Special Improvement Lighting Maintenance District No. 116 are as set forth in Resolution of Intention No. 9751, section 2, on file in the office of the City Clerk of Billings, Montana, and by this reference are incorporated herein and made a part hereof.

Section 3: That the City Council hereby finds and determines that each of the lots, blocks, pieces and parcels of land, situated within the boundaries of said district, are especially benefited and affected by said improvements, and each and all of the lots, blocks, pieces and parcels, more particularly described in Section 3 of said Resolution No. 9751 and by this reference incorporated and made a part hereof, are hereby declared to be the property to be assessed for the cost and expense of the electrical energy for and maintenance of said district.

Section 4: That the general character of the improvements to be made is hereby declared to be as described in Section 4 of said Resolution No. 9751, and is by this reference incorporated and made a part hereof.

Section 5: That the City of Billings will contract with The Montana Power Company for supplying electrical energy to and maintenance of said street lighting system, with the estimated cost thereof for the first year to be computed as follows:

(a) The rate of $54.84 per year for the electrical energy, operation and maintenance of each unit; consisting of a fixture, steel pole, and conductor supplying energy thereto.

That the Montana Power Company shall install, and at all times own, the above described lighting fixtures, poles, cables and other incidental equipment.

RESOLUTION NO. 9758

A RESOLUTION CREATING SPECIAL IMPROVEMENT LIGHTING MAINTENANCE DISTRICT NO. 116, OF THE CITY OF BILLINGS, MONTANA, FOR THE PURPOSE OF SECURING AND PROVIDING ENERGY AND MAINTENANCE FOR NEW INCANDESCENT STREET LIGHTS, DESIGNATING THE NUMBER OF SAID DISTRICT, DESCRIBING THE BOUNDARIES THEREOF, STATING THE GENERAL CHARACTER OF THE IMPROVEMENTS TO BE MADE, ESTABLISHING THE ESTIMATED RATE FOR ENERGY AND MAINTENANCE THEREOF, AN APPROXIMATE ESTIMATE OF THE COST OF MAINTAINING SUCH LIGHTS AND SUPPLYING ELECTRICAL CURRENT THEREFOR FOR THE FIRST YEAR, THE PROPORTION OF THE COST TO BE ASSESSED AGAINST THE ABUTTING PROPERTY, AND THE METHOD OF ASSESSMENT OF SAID COSTS.

- -

WHEREAS, the City Council of the City of Billings, Montana, on February 5th, 1963, passed Resolution No. 9751, a resolution of intention to create a Special Improvement Lighting Maintenance District designated as No. 116, setting the hearing on the creation of said district and hearing of protests against the extent and creation of said district, or any matter pertaining thereto, for February 26, 1963, at 7:30 P.M., and thereafter gave notice by publication and mailing, all as required by law, and at said hearing, which was held at the time and place specified in said notice, all protests were heard and considered; and

WHEREAS, the City Engineer reported that persons having property to be assessed in said district, representing approximately -0- percent of the property included in said district, protested against the creation of said district; and the City Council, being satisfied that said percentage was correct and that said protests were insufficient to stop the creation of said district, after hearing and giving consideration to all protests against the creation or extent of the proposed district or any matter pertaining thereto, overruled and denied said protests, and each of them.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

Section 1: That the City Council of the City of Billings, Montana, does hereby create a Special Improvement Lighting Maintenance District, to be known and designated as Special Improvement

Section 6: That based upon the above figures, the estimate of the cost of said district for the first year is the sum of $1,151.64 ; that three-fourths (3/4) of such cost of said district shall be paid by the owners of the property within said district with each lot, parcel or piece of land within said district to be assessed for that portion of the whole cost which its area bears to the area of the entire district, exclusive of streets, avenues, alleys and public places; the other one-fourth (1/4) of such cost shall be paid by the City of Billings out of the general fund and/or such other fund or funds provided for that purpose.

Section 7: That the entire cost of said district shall be paid by an annual assessment against the property in said district and by the City of Billings, in such proportions as are designated in a preceding section for the first year, and in such proportions as may be hereinafter designated by the City Council for the succeeding years. That all monies derived from the collection of such assessments and from the amount so paid by the City shall be paid into a fund to be known as "Special Improvement Lighting Maintenance District No. 116 Maintenance Fund", and warrants shall be drawn on said fund for the payment of such cost of maintaining said lights and supplying electrical current therefor.

Section 8: That reference is hereby made to Resolution of Intention No. 9751, the maps, specifications, boundaries, perimeter and data pertaining to the district, in the office of the City Clerk and the City Engineer, for further particulars, all of which are made a part hereof.

PASSED by the City Council and approved by the Mayor this 26th day of February, 1963.

APPROVED:

ATTEST:

Wm J. Fry Jr.
City Clerk

Harold E. Gerke
Mayor

START

Form No. 0828

NUMBER - 20

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 118

DATE: Dec. 3, 1963

FOLDER

AMEMDMENT TO EXISTING STREETLIGHT CONTRACTS

This agreement hereby amends the streetlighting contract between THE MONTANA POWER COMPANY and THE CITY OF BILLINGS entered into December 3, 1963 calling for the installation, operation and maintenance of a streetlighting system under Special Lighting Improvement District Number 115.

THE CITY OF BILLINGS hereby agrees to the change of the existing streetlight fixtures to the more efficient High Pressure Sodium Vapor (HPSV) units, to be installed, owned and operated by THE MONTANA POWER COMPANY beginning . The Company will:

Remove - 24 - 6000 Lumen Incandescent Lights
Install - 24 - 100 Watt HPSV fixtures

THE CITY OF BILLINGS hereby agrees to the change in rates due to this fixture change and subsequent rate changes as approved by The Montana Public Service Commission. The rate schedule currently in effect is SL-1 (84P) Supplement #5.

These changes were approved by vote of THE CITY OF BILLINGS at their regularly scheduled meeting on February 24, 1986.

Except as explicitly amended, the provisions of said contract shall remain in full force and effect.

BY: [signature]
Mayor, City of Billings
TITLE

ATTESTED BY: [signature]
(CLERK)

ACCEPTED BY: [signature]
THE MONTANA POWER COMPANY

CONTRACT

THIS AGREEMENT, made and entered into this 3rd day of Dec, 1963, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

WITNESSETH:

WHEREAS, Special Improvement Lighting Maintenance District No. 118 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new incandescent street lights along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES:

The Company undertakes and agrees to construct and install the street lighting facilities in said district at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of Facilities: New incandescent street lights consisting of Thirty-six (36) units with 6,000 lumen incandescent glass-enclosed luminaires, mounted on wood poles, to be served by overhead wires, along and upon the streets and avenues named in the resolution creating said district.

(b) Locations: There will be thirty-six (36) lighting units, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the City Council.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the district, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 6,000 lumen incandescent glass-enclosed lighting unit, the sum of $2.45 per month.

The above charge shall apply only to each of the thirty-six (36) lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charges for electrical energy included in the above rate is based upon rate schedule SL-37P applied to the wattage of the lamp, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or to punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Power Company shall have the right to make an additional charge to the City of the actual cost of material and labor for repairs to and replacements in said system made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter. If any bill remains delinquent for more than twenty (20) days, the Company may discontinue service without further notice.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of

the initial term thereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By Louis G. Brewer
Manager, Billings Division

CITY OF BILLINGS, a Municipal corporation

By Willard C. Fraser
Mayor

ATTEST:

Wm. S. Fry Jr.
City Clerk

RESOLUTION NO. 9886

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK OF THE CITY OF BILLINGS, MONTANA, TO EXECUTE A CONTRACT WITH THE MONTANA POWER COMPANY, WITH AN OFFICE AT BILLINGS, MONTANA, FOR THE PURPOSE OF SUPPLYING ELECTRICAL ENERGY TO AND OPERATION AND MAINTENANCE FOR SPECIAL IMPROVEMENT LIGHTING MAINTENANCE DISTRICT NO. 118, AND FOR THE MONTANA POWER COMPANY FURNISHING ALL OF THE EQUIPMENT AND THE COST OF INSTALLATION AT ITS OWN EXPENSE.

WHEREAS, the City Council of the City of Billings, Montana, has heretofore created Special Improvement Lighting Maintenance District No. 118, for the purpose of securing and providing energy and operation and maintenance for new incandescent street lights within said District; and

WHEREAS, The Montana Power Company has agreed to supply, install and own said street lighting facilities at its own expense, and has agreed to furnish electrical energy to and operation and maintenance for said Special Improvement Lighting Maintenance District according to the charges set forth in the Resolution creating Special Improvement Lighting Maintenance District No. 118; and

WHEREAS, all of the terms, conditions and charges have been set forth in a contract agreed upon between the City of Billings, a municipal corporation, and The Montana Power Company.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

Section 1: That the Mayor and the City Clerk of the City of Billings, Montana, be, and they are hereby, authorized and directed to execute a contract with The Montana Power Company for the supplying, installation and owning of the street lighting facilities within Special Improvement Lighting Maintenance District No. 118, at its own expense, and for the furnishing of electrical energy to and the operation and maintenance for said District

upon the terms and conditions set forth in the contract, a copy of which contract is hereto attached and by this reference made a part hereof.

Section 2: Reference is hereby made to the Resolution creating Special Improvement Lighting Maintenance District No. on file and of record in the office of the City Clerk of the City of Billings, Montana, for further particulars.

PASSED by the City Council and approved by the Mayor this 3rd day of Dec 1963.

APPROVED:

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 9551

A RESOLUTION CREATING SPECIAL IMPROVEMENT LIGHTING MAINTENANCE DISTRICT NO. 118, OF THE CITY OF BILLINGS, MONTANA, FOR THE PURPOSE OF SECURING AND PROVIDING ENERGY AND MAINTENANCE FOR NEW INCANDESCENT STREET LIGHTS, DESIGNATING THE NUMBER OF SAID DISTRICT, DESCRIBING THE BOUNDARIES THEREOF, STATING THE GENERAL CHARACTER OF THE IMPROVEMENTS TO BE MADE, ESTABLISHING THE ESTIMATED RATE FOR ENERGY AND MAINTENANCE THEREOF, AN APPROXIMATE ESTIMATE OF THE COST OF MAINTAINING SUCH LIGHTS AND SUPPLYING ELECTRICAL CURRENT THEREFOR FOR THE FIRST YEAR, THE PROPORTION OF THE COST TO BE ASSESSED AGAINST THE ABUTTING PROPERTY, AND THE METHOD OF ASSESSMENT OF SAID COSTS.

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WHEREAS, the City Council of the City of Billings, Montana, on November 12, 1963, passed Resolution No. 9530, a resolution of intention to create a Special Improvement Lighting Maintenance District designated as No. 118, setting the hearing on the creation of said district and hearing of protests against the extent and creation of said district, or any matter pertaining thereto, for December 3, 1963, at 7:30 P.M., and thereafter gave notice by publication and mailing, all as required by law, and at said hearing, which was held at the time and place specified in said notice, all protests were heard and considered; and

WHEREAS, the City Engineer reported that persons having property to be assessed in said district, representing approximately -0- percent of the property included in said district, protested against the creation of said district; and the City Council, being satisfied that said percentage was correct and that said protests were insufficient to stop the creation of said district, after hearing and giving consideration to all protests against the creation or extent of the proposed district, or any matter pertaining thereto, overruled and denied said protests, and each of them.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

Section 1: That the City Council of the City of Billings, Montana, does hereby create a Special Improvement Lighting Maintenance District, to be known and designated as Special Improvement

Lighting Maintenance District No. [redacted], for the purpose of securing and providing energy and maintenance for new incandescent street lights for lighting said district.

Section 2: That the boundaries of Special Improvement Lighting Maintenance District No. [redacted] are as set forth in Resolution of Intention No. [redacted], section 2, on file in the office of the City Clerk of Billings, Montana, and by this reference are incorporated herein and made a part hereof.

Section 3: That the City Council hereby finds and determines that each of the lots, blocks, pieces and parcels of land, situated within the boundaries of said district, are especially benefited and affected by said improvements, and each and all of the lots, blocks, pieces and parcels, more particularly described in Section 3 of said Resolution No. [redacted] and by this reference incorporated and made a part hereof, are hereby declared to be the property to be assessed for the cost and expense of the electrical energy for and maintenance of said district.

Section 4: That the general character of the improvements to be made is hereby declared to be as described in Section 4 of said Resolution No. [redacted], and is by this reference incorporated and made a part hereof.

Section 5: That the City of Billings will contract with The Montana Power Company for supplying electrical energy to and maintenance of said street lighting system, with the estimated cost thereof for the first year to be computed as follows:

(a) The rate of $ [redacted] per year for the electrical energy, operation and maintenance of each unit; consisting of a fixture, [redacted] pole, and conductor supplying energy thereto.

That the Montana Power Company shall install, and at all times own, the above described lighting fixtures, poles, cables and other incidental equipment.

Section 6: That based upon the above figures, the estimate of the cost of said district for the first year is the sum of $1,000.13 ; that three-fourths (3/4) of such cost of said district shall be paid by the owners of the property within said district with each lot, parcel or piece of land within said district to be assessed for that portion of the whole cost which its area bears to the area of the entire district, exclusive of streets, avenues, alleys and public places; the other one-fourth (1/4) of such cost shall be paid by the City of Billings out of the general fund and/or such other fund or funds provided for that purpose.

Section 7: That the entire cost of said district shall be paid by an annual assessment against the property in said district and by the City of Billings, in such proportions as are designated in a preceding section for the first year, and in such proportions as may be hereinafter designated by the City Council for the succeeding years. That all monies derived from the collection of such assessments and from the amount so paid by the City shall be paid into a fund to be known as "Special Improvement Lighting Maintenance District No. 118 Maintenance Fund", and warrants shall be drawn on said fund for the payment of such cost of maintaining said lights and supplying electrical current therefor.

Section 8: That reference is hereby made to Resolution of Intention No. 118 , the maps, specifications, boundaries, perimeter and data pertaining to the district, in the office of the City Clerk and the City Engineer, for further particulars, all of which are made a part hereof.

PASSED by the City Council and approved by the Mayor this 3rd day of Dec., 1963.

APPROVED:

ATTEST:

City Clerk

Mayor

START

Form No. 0828

NUMBER - 21

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 117

DATE: Aug. 27, 1963

FOLDER

AMENDMENT TO EXISTING STREETLIGHT CONTRACTS

This agreement hereby amends the streetlight contract between THE MONTANA POWER COMPANY AND THE CITY OF BILLINGS entered into August 27, 1963 calling for the installation, operation and maintenance of a streetlighting system under Special Improvement District Number 117.

THE CITY OF BILLINGS hereby agrees to the change of the existing streetlight fixtures to the more efficient High Pressure Sodium Vapor (HPSV) units, to be installed, owned and operated by THE MONTANA POWER COMPANY beginning

. The Company will:

Remove: - 192 - 4000 Lumen Incandescent
Install: - 192 - 70 Watt HPSV

THE CITY OF BILLINGS hereby agrees to the change in rates due to this fixture change and subsequent rate changes as approved by The Montana Public Service Commission. The rate schedule currently in effect is SL-1 (84P) Supplement #5.

These changes were approved by vote of THE CITY OF BILLINGS at their regularly scheduled meeting on February 24, 1986
Except as explicitly amended, the provisions of said contract shall remain in full force and effect.

BY: _____
Mayor, City of Billings
(Title)

ATTESTED BY: _____
(Clerk)

ACCEPTED BY: _____
THE MONTANA POWER COMPANY

A G R E E M E N T

THIS AGREEMENT, Made and entered into this 22 day of August, 1963, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

W I T N E S S E T H:

WHEREAS, Special Improvement Lighting Maintenance District No. 117 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new incandescent street lights along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said district at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of Facilities: New incandescent street lights consisting of One Hundred Ninety-two (192) units with 4,000 lumen incandescent glass-enclosed luminaires, mounted on steel poles,

to be served by overhead wires, along and upon the streets and avenues named in the resolution creating said district.

(b) Locations: There will be one hundred and ninety-two (192) lighting units, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the City Council.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the district, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 4,000 lumen incandescent glass-enclosed lighting unit, the sum of $2.59½ per month.

The above charge shall apply only to each of the One Hundred Ninety-two (192) lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charges for electrical energy included in the above rate is based upon rate schedule SL-377 applied to the wattage of the lamp, and is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or to punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Power Company shall have the right to make an additional charge to the City at the actual cost of material and labor for repairs to and replacements in said system made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter. If any bill remains delinquent for more than twenty (20) days, the Company may discontinue service without further notice.

SECTION 4. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

[redacted]

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term thereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By L F Brewer
Manager, Billings Division

CITY OF BILLINGS, a Municipal Corporation

By Wilfred G. Fraser
Mayor

ATTEST:

Wm. Frazier
City Clerk

START

Form No. 9838

NUMBER - 22

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 119

DATE: Jan. 14, 1964

FOLDER

C O N T R A C T

THIS AGREEMENT, made and entered into this 14 day of January, 1964, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

W I T N E S S E T H:

WHEREAS, Special Improvement Lighting Maintenance District No. 119 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new incandescent street lights along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said district at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New incandescent street lights consisting of 16 units with 6000 lumen incandescent glass-enclosed luminaires, 12 such units to be mounted on wood distribution poles, and 4 such units to be mounted on separate wood poles, to be served by overhead wiring, along and upon the

streets and avenues named in the resolution creating the district.

(b) Locations: There will be 16 lighting units, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the district, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 6000 lumen incandescent glass-enclosed lighting unit mounted on an individual wood pole, the sum of $2.45 per month.

For each 6000 lumen incandescent glass-enclosed lighting unit, mounted on existing wood distribution poles, the sum of $1.20 per month.

The above charge shall apply only to each of the 16 lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-57P applied to the wattage of the lamp, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months

each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By Louis H. Brewer
Manager, Billings Division

CITY OF BILLINGS, a Municipal Corporation

By [illegible]
Mayor

ATTEST:

[illegible]
City Clerk

RESOLUTION NO. 7879

A RESOLUTION CREATING SPECIAL IMPROVEMENT LIGHTING MAINTENANCE DISTRICT NO. [redacted], OF THE CITY OF BILLINGS, MONTANA, FOR THE PURPOSE OF SECURING AND PROVIDING ENERGY AND MAINTENANCE FOR NEW INCANDESCENT STREET LIGHTS, DESIGNATING THE NUMBER OF SAID DISTRICT, DESCRIBING THE BOUNDARIES THEREOF, STATING THE GENERAL CHARACTER OF THE IMPROVEMENTS TO BE MADE, ESTABLISHING THE ESTIMATED RATE FOR ENERGY AND MAINTENANCE THEREOF, AN APPROXIMATE ESTIMATE OF THE COST OF MAINTAINING SUCH LIGHTS AND SUPPLYING ELECTRICAL CURRENT THEREFOR FOR THE FIRST YEAR, THE PROPORTION OF THE COST TO BE ASSESSED AGAINST THE ABUTTING PROPERTY, AND THE METHOD OF ASSESSMENT OF SAID COSTS.

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WHEREAS, the City Council of the City of Billings, Montana, on [redacted] 1963, passed Resolution No. [redacted], a resolution of intention to create a Special Improvement Lighting Maintenance District designated as No. [redacted], setting the hearing on the creation of said district and hearing of protests against the extent and creation of said district, or any matter pertaining thereto, for [redacted] 7 1964, at 7:30 P.M., and thereafter gave notice by publication and mailing, all as required by law, and at said hearing, which was held at the time and place specified in said notice, all protests were heard and considered; and

WHEREAS, the City Engineer reported that persons having property to be assessed in said district, representing approximately 18 percent of the property included in said district, protested against the creation of said district; and the City Council, being satisfied that said percentage was correct and that said protests were insufficient to stop the creation of said district, after hearing and giving consideration to all protests against the creation or extent of the proposed district, or any matter pertaining thereto, overruled and denied said protests, and each of them.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

Section 1: That the City Council of the City of Billings, Montana, does hereby create a Special Improvement Lighting Maintenance District, to be known and designated as Special Improvement

Lighting Maintenance District No. 119, for the purpose of securing and providing energy and maintenance for new incandescent street lights for lighting said district.

Section 2: That the boundaries of Special Improvement Lighting Maintenance District No. 119 are as set forth in Resolution of Intention No. 9089, section 2, on file in the office of the City Clerk of Billings, Montana, and by this reference are incorporated herein and made a part hereof.

Section 3: That the City Council hereby finds and determines that each of the lots, blocks, pieces and parcels of land, situated within the boundaries of said district, are especially benefited and affected by said improvements, and each and all of the lots, blocks, pieces and parcels, more particularly described in Section 3 of said Resolution No. 9089 and by this reference incorporated and made a part hereof, are hereby declared to be the property to be assessed for the cost and expense of the electrical energy for and maintenance of said district.

Section 4: That the general character of the improvements to be made is hereby declared to be as described in Section 4 of said Resolution No. 9089, and is by this reference incorporated and made a part hereof.

Section 5: That the City of Billings will contract with The Montana Power Company for supplying electrical energy to and maintenance of said street lighting system, with the estimated cost thereof for the first year to be computed as follows:

(a) The rate of $20.40 per year for the electrical energy, operation and maintenance of each of the four units, consisting of a fixture, individual wood pole, and conductor supplying energy thereto.

(b) The rate of $26.40 per year for the electrical energy, operation and maintenance of each of the twelve units, consisting of a fixture, present wood distribution pole, and conductor supplying energy thereto.

That the Montana Power Company shall install, and at all times own, the above described lighting fixtures, poles, cables and other incidental equipment.

Section 6: That based upon the above figures, the estimate of the cost of said district for the first year is the sum of $447.43; that three-fourths (3/4) of such cost of said district shall be paid by the owners of the property within said district with each lot, parcel or piece of land within said district to be assessed for that portion of the whole cost which its area bears to the area of the entire district, exclusive of streets, avenues, alleys and public places; the other one-fourth (1/4) of such cost shall be paid by the City of Billings out of the general fund and/or such other fund or funds provided for that purpose.

Section 7: That the entire cost of said district shall be paid by an annual assessment against the property in said district and by the City of Billings, in such proportions as are designated in a preceding section for the first year, and in such proportions as may be hereinafter designated by the City Council for the succeeding years. That all monies derived from the collection of such assessments and from the amount so paid by the City shall be paid into a fund to be known as "Special Improvement Lighting Maintenance District No. 129 Maintenance Fund", and warrants shall be drawn on said fund for the payment of such cost of maintaining said lights and supplying electrical current therefor.

Section 8: That reference is hereby made to Resolution of Intention No. 9889, the maps, specifications, boundaries, perimeter and data pertaining to the district, in the office of the City Clerk and the City Engineer, for further particulars, all of which are made a part hereof.

PASSED by the City Council and approved by the Mayor this 14th day of January, 1964.

ATTEST:

City Clerk

APPROVED:

Mayor

RESOLUTION NO. 7902

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK OF THE CITY OF BILLINGS, MONTANA, TO EXECUTE A CONTRACT WITH THE MONTANA POWER COMPANY, WITH AN OFFICE AT BILLINGS, MONTANA, FOR THE PURPOSE OF SUPPLYING ELECTRICAL ENERGY TO AND OPERATION AND MAINTENANCE FOR SPECIAL IMPROVEMENT LIGHTING MAINTENANCE DISTRICT NO. 119, AND FOR THE MONTANA POWER COMPANY FURNISHING ALL OF THE EQUIPMENT AND THE COST OF INSTALLATION AT ITS OWN EXPENSE.

WHEREAS, the City Council of the City of Billings, Montana, has heretofore created Special Improvement Lighting Maintenance District No. 119 for the purpose of securing and providing energy and operation and maintenance for new incandescent street lights within said District; and

WHEREAS, The Montana Power Company has agreed to supply, install and own said street lighting facilities at its own expense, and has agreed to furnish electrical energy to and operation and maintenance for said Special Improvement Lighting Maintenance District according to the charges set forth in the Resolution creating Special Improvement Lighting Maintenance District No. 119; and

WHEREAS, all of the terms, conditions and charges have been set forth in a contract agreed upon between the City of Billings, a municipal corporation, and The Montana Power Company.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

Section 1: That the Mayor and the City Clerk of the City of Billings, Montana, be, and they are hereby, authorized and directed to execute a contract with The Montana Power Company for the supplying, installation and owning of the street lighting facilities within Special Improvement Lighting Maintenance District No. 119, at its own expense, and for the furnishing of electrical energy to and the operation and maintenance for said District

upon the terms and conditions set forth in the contract, a copy of which contract is hereto attached and by this reference made a part hereof.

Section 2: Reference is hereby made to the Resolution creating Special Improvement Lighting Maintenance District No. on file and of record in the office of the City Clerk of the City of Billings, Montana, for further particulars.

PASSED by the City Council and approved by the Mayor this 14th day of January 1964

APPROVED:

Mayor

ATTEST:

City Clerk

START

Form No. 0626

NUMBER - 23

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 121

DATE: Jan. 4, 1964

FOLDER

CONTRACT

THIS AGREEMENT, made and entered into this 4th day of January, 1964, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

WITNESSETH:

WHEREAS, Special Improvement Lighting Maintenance District No. 12; has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said district at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor, color improved street lights consisting of 90 units with 175 watt mercury vapor color improved lamps, mounted on steel poles, to be served by underground wires, along and upon the streets and avenues named

in the resolution creating said district.

(b) Locations: There will be 90 lighting units, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP.

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the district, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175 watt mercury vapor, color improved lighting unit, the sum of $4.83 per month.

The above charge shall apply only to each of the 90 lighting units hereon specified; and if additional units are subsequently installed with the mutual consent of the parties hereto,

the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-64P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two(2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other

party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By Louis G. Brewer
Manager, Billings Division

CITY OF BILLINGS, a municipal corporation,

By Wilfred G. Fraser
Mayor

ATTEST:

Wm. A. Frye
City Clerk

RESOLUTION NO. 10044

A RESOLUTION CREATING SPECIAL IMPROVEMENT LIGHTING MAINTENANCE DISTRICT NO. 121, OF THE CITY OF BILLINGS, MONTANA, FOR THE PURPOSE OF SECURING AND PROVIDING ENERGY AND MAINTENANCE FOR NEW MERCURY VAPOR COLOR IMPROVED STREET LIGHTS, DESIGNATING THE NUMBER OF SAID DISTRICT, DESCRIBING THE BOUNDARIES THEREOF, STATING THE GENERAL CHARACTER OF THE IMPROVEMENTS TO BE MADE, ESTABLISHING THE ESTIMATED RATE FOR ENERGY AND MAINTENANCE THEREOF, AN APPROXIMATE ESTIMATE OF THE COST OF MAINTAINING SUCH LIGHTS AND SUPPLYING ELECTRICAL CURRENT THEREFOR FOR THE FIRST YEAR, THE PROPORTION OF THE COST TO BE ASSESSED AGAINST THE ABUTTING PROPERTY, AND THE METHOD OF ASSESSMENT OF SAID COSTS.

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WHEREAS, the City Council of the City of Billings, Montana, on December 14, 1964, passed Resolution No. 10039, a resolution of intention to create a Special Improvement Lighting Maintenance District designated as No. 121, setting the hearing on the creation of said district and hearing of protests against the extent and creation of said district, or any matter pertaining thereto, for January 4, 1965, at 7:30 P.M., and thereafter gave notice by publication and mailing, all as required by law, and at said hearing, which was held at the time and place specified in said notice, all protests were heard and considered; and

WHEREAS, the City Engineer reported that persons having property to be assessed in said district, representing approximately 75 percent of the property included in said district, protested against the creation of said district; and the City Council, being satisfied that said percentage was correct and that said protests were insufficient to stop the creation of said district, after hearing and giving consideration to all protests against the creation or extent of the proposed district, or any matter pertaining thereto, overruled and denied said protests, and each of them.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

Section 1: That the City Council of the City of Billings, Montana, does hereby create a Special Improvement Lighting Maintenance

District, to be known and designated as Special Improvement Lighting Maintenance District No. 121, for the purpose of securing and providing energy and maintenance for new mercury vapor color improved street lights for lighting said district.

Section 2: That the boundaries of Special Improvement Lighting Maintenance District No. 121 are as set forth in Resolution of Intention No. 10039, section 2, on file in the office of the City Clerk of Billings, Montana, and by this reference are incorporated herein and made a part hereof.

Section 3: That the City Council hereby finds and determines that each of the lots, blocks, pieces and parcels of land, situated within the boundaries of said district, are especially benefited and affected by said improvements, and each and all of the lots, blocks, pieces and parcels, more particularly described in Section 3 of said Resolution No. 10039 and by this reference incorporated and made a part hereof, are hereby declared to be the property to be assessed for the cost and expense of the electrical energy for and maintenance of said district.

Section 4: That the general character of the improvements to be made is hereby declared to be as described in Section 4 of said Resolution No. 10039, and is by this reference incorporated and made a part hereof.

Section 5: That the City of Billings will contract with The Montana Power Company for supplying electrical energy to and maintenance of said street lighting system, with the estimated cost thereof for the first year to be computed as follows:

(a) The rate of $57.96 per year for the electrical energy, operation and maintenance of each unit; consisting of a fixture, steel pole, and conductor supplying energy thereto.

That the Montana Power Company shall install, and at all times own, the above described lighting fixtures, poles, cables

and other incidental equipment.

Section 6: That based upon the above figures, the estimate of the cost of said district for the first year is the sum of $5,417.39; that three-fourths (3/4) of such cost of said district shall be paid by the owners of the property within said district with each lot, parcel or piece of land within said district to be assessed for that portion of the whole cost which its area bears to the area of the entire district, exclusive of streets, avenues, alleys and public places; the other one-fourth (1/4) of such cost shall be paid by the City of Billings out of the general fund and/or such other fund or funds provided for that purpose.

Section 7: That the entire cost of said district shall be paid by an annual assessment against the property in said district and by the City of Billings, in such proportions as are designated in a preceding section for the first year, and in such proportions as may be hereinafter designated by the City Council for the succeeding years. That all monies derived from the collection of such assessments and from the amount so paid by the City shall be paid into a fund to be known as "Special Improvement Lighting Maintenance District No. 121 Maintenance Fund", and warrants shall be drawn on said fund for the payment of such cost of maintaining said lights and supplying electrical current therefor.

Section 8: That reference is hereby made to Resolution of Intention No.10039 , the maps, specifications, boundaries, perimeter and data pertaining to the district, in the office of the City Clerk and the City Engineer, for further particulars, all of which are made a part hereof.

PASSED by the City Council and approved by the Mayor this 4th day of Jan., 196__.

APPROVED:

Wm. S. Fox
Mayor

ATTEST:

Wm. S. Fox
City Clerk

121 WFH Set
College Sup

RESOLUTION NO. 10045

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK OF THE CITY OF BILLINGS, MONTANA, TO EXECUTE A CONTRACT WITH THE MONTANA POWER COMPANY, WITH AN OFFICE AT BILLINGS, MONTANA, FOR THE PURPOSE OF SUPPLYING ELECTRICAL ENERGY TO AND OPERATION AND MAINTENANCE FOR SPECIAL IMPROVEMENT LIGHTING MAINTENANCE DISTRICT NO. 121, AND FOR THE MONTANA POWER COMPANY FURNISHING ALL OF THE EQUIPMENT AND THE COST OF INSTALLATION AT ITS OWN EXPENSE.

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WHEREAS, the City Council of the City of Billings, Montana, has heretofore created Special Improvement Lighting Maintenance District No. 121, for the purpose of securing and providing energy and operation and maintenance for new mercury vapor color improved street lights within said District; and

WHEREAS, the Montana Power Company has agreed to supply, install and own said street lighting facilities at its own expense, and has agreed to furnish electrical energy to and operation and maintenance for said Special Improvement Lighting Maintenance District according to the charges set forth in the Resolution creating Special Improvement Lighting Maintenance District No. 121, and

WHEREAS, all of the terms, conditions and charges have been set forth in a contract agreed upon between the City of Billings, a municipal corporation, and the Montana Power Company.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

Section 1: That the Mayor and the City Clerk of the City of Billings, Montana, be, and they are hereby, authorized and directed to execute a contract with The Montana Power Company for the supplying, installation and owning of the street lighting facilities within Special Improvement Lighting Maintenance District No. 121, at its own expense, and for the furnishing of electrical energy to and the operation and maintenance for said District upon the terms and conditions set forth in the contract, a copy of which contract is hereto attached and by this reference made a part hereof.

Section 2: Reference is hereby made to the Resolution creating Special Improvement Lighting Maintenance District No. 10044 on file and of record in the office of the City Clerk of the City of Billings, Montana, for further particulars.

PASSED by the City Council and approved by the Mayor this 4th day of Jan., 1961.

APPROVED:

Mayor

ATTEST:

City Clerk

START

Form No. [illegible]

NUMBER - 24

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 122

DATE: Jan. 11, 1965

FOLDER

For Billings Street Light Fdn.
WTH

Dist 122
11 Oct 25th

CONTRACT

THIS AGREEMENT, made and entered into this 11 day of January, 1965, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

WITNESSETH:

WHEREAS, Special Improvement Lighting Maintenance District No. 122 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said district at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor, color improved lamps, mounted on tapered steel poles with post type top enclosed luminaires, to be served by underground wires, with 8 units, along and upon the streets and avenues named in the resolution

creating said district.

(b) Locations: There will be 8 light units, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP.

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION.

The Company agrees to install and operate said street lighting facilities in the district, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM.

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES.

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175 watt mercury vapor, color improved lighting unit, the sum of $3.30 per month.

The above charge shall apply only to each of the 8 lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto,

the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-64P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE.

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM.

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other

party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By Louis G. Brewer
Manager, Billings Division

CITY OF BILLINGS, a municipal corporation,

By Wiseman E. Fraser
Mayor

ATTEST:

Wm K Frey
City Clerk

RESOLUTION NO. 10048

A RESOLUTION CREATING SPECIAL IMPROVEMENT LIGHTING MAINTENANCE DISTRICT NO. 122, OF THE CITY OF BILLINGS, MONTANA, FOR THE PURPOSE OF SECURING AND PROVIDING ENERGY AND MAINTENANCE FOR NEW MERCURY VAPOR COLOR IMPROVED STREET LIGHTS, DESIGNATING THE NUMBER OF SAID DISTRICT, DESCRIBING THE BOUNDARIES THEREOF, STATING THE GENERAL CHARACTER OF THE IMPROVEMENTS TO BE MADE, ESTABLISHING THE ESTIMATED RATE FOR ENERGY AND MAINTENANCE THEREOF, AN APPROXIMATE ESTIMATE OF THE COST OF MAINTAINING SUCH LIGHTS AND SUPPLYING ELECTRICAL CURRENT THEREFOR FOR THE FIRST YEAR, THE PROPORTION OF THE COST TO BE ASSESSED AGAINST THE ABUTTING PROPERTY, AND THE METHOD OF ASSESSMENT OF SAID COSTS.

WHEREAS, the City Council of the City of Billings, Montana, on December 21, 1964, passed Resolution No. 10040, a resolution of intention to create a Special Improvement Lighting Maintenance District designated as No. 122, setting the hearing on the creation of said district and hearing of protests against the extent and creation of said district, or any matter pertaining thereto, for January 11, 1965, at 7:30 P.M., and thereafter gave notice by publication and mailing, all as required by law, and at said hearing, which was held at the time and place specified in said notice, all protests were heard and considered; and

WHEREAS, the City Engineer reported that persons having property to be assessed in said district, representing approximately 76.9 percent of the property included in said district, protested against the creation of said district; and the City Council, being satisfied that said percentage was correct and that said protests were insufficient to stop the creation of said district, after hearing and giving consideration to all protests against the creation or extent of the proposed district, or any matter pertaining thereto, overruled and denied said protests, and each of them.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

Section 1: That the City Council of the City of Billings, Montana, does hereby create a Special Improvement Lighting Maintenance District, to be known and designated as Special Improvement Lighting

Maintenance District No. 122, for the purpose of securing and providing energy and maintenance for new mercury vapor color improved street lights for lighting said district.

Section 2: That the boundaries of Special Improvement Lighting Maintenance District No. 122 are as set forth in Resolution of Intention No. 10040, section 2, on file in the office of the City Clerk of Billings, Montana, and by this reference are incorporated herein and made a part hereof.

Section 3: That the City Council hereby finds and determines that each of the lots, blocks, pieces and parcels of land, situated within the boundaries of said district, are especially benefited and affected by said improvements, and each and all of the lots, blocks, pieces and parcels, more particularly described in Section 3 of said Resolution No. 10040 and by this reference incorporated and made a part hereof, are hereby declared to be the property to be assessed for the cost and expense of the electrical energy for and maintenance of said district.

Section 4: That the general character of the improvements to be made is hereby declared to be as described in Section 4 of said Resolution No. 10040, and is by this reference incorporated and made a part hereof.

Section 5: That the City of Billings will contract with The Montana Power Company for supplying electrical energy to and maintenance of said street lighting system, with the estimated cost thereof for the first year to be computed as follows:

(a) The rate of $44.40 per year for the electrical energy, operation and maintenance of each unit; consisting of a fixture, steel pole, and conductor supplying energy thereto.

That the Montana Power Company shall install, and at all times own, the above described lighting fixtures, poles, cables and other incidental equipment.

Section 6: That based upon the above figures, the estimate of the cost of said district for the first year is the sum of $363.86; that three-fourths (3/4) of such cost of said district shall be paid by the owners of the property within said district with each lot, parcel or piece of land within said district to be assessed for that portion of the whole cost which its area bears to the area of the entire district, exclusive of streets, avenues, alleys and public places; the other one-fourth (1/4) of such cost shall be paid by the City of Billings out of the general fund and/or such other fund or funds provided for that purpose.

Section 7: That the entire cost of said district shall be paid by an annual assessment against the property in said district and by the City of Billings, in such proportions as are designated in a preceding section for the first year, and in such proportions as may be hereinafter designated by the City Council for the succeeding years. That all monies derived from the collection of such assessments and from the amount so paid by the City shall be paid into a fund to be known as "Special Improvement Lighting Maintenance District No. 122 Maintenance Fund", and warrants shall be drawn on said fund for the payment of such cost of maintaining said lights and supplying electrical current therefor.

Section 8: That reference is hereby made to Resolution of Intention No. 18040, the maps, specifications, boundaries, perimeter and data pertaining to the district, in the office of the City Clerk and the City Engineer, for further particulars, all of which are made a part hereof.

PASSED by the City Council and approved by the Mayor this 11th day of January, 1965.

APPROVED:

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 10049

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK OF THE CITY OF BILLINGS, MONTANA, TO EXECUTE A CONTRACT WITH THE MONTANA POWER COMPANY, WITH AN OFFICE AT BILLINGS, MONTANA, FOR THE PURPOSE OF SUPPLYING ELECTRICAL ENERGY TO AND OPERATION AND MAINTENANCE FOR SPECIAL IMPROVEMENT LIGHTING MAINTENANCE DISTRICT NO. 122, AND FOR THE MONTANA POWER COMPANY FURNISHING ALL OF THE EQUIPMENT AND THE COST OF INSTALLATION AT ITS OWN EXPENSE.

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WHEREAS, the City Council of the City of Billings, Montana, has heretofore created Special Improvement Lighting Maintenance District No. 122, for the purpose of securing and providing energy and operation and maintenance for new mercury vapor color improved street lights within said District; and

WHEREAS, the Montana Power Company has agreed to supply, install and own said street lighting facilities at its own expense, and has agreed to furnish electrical energy to and operation and maintenance for said Special Improvement Lighting Maintenance District according to the charges set forth in the Resolution creating Special Improvement Lighting Maintenance District No. 122, and

WHEREAS, all of the terms, conditions and charges have been set forth in a contract agreed upon between the City of Billings, a municipal corporation, and the Montana Power Company.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

Section 1: That the Mayor and the City Clerk of the City of Billings, Montana, be, and they are hereby, authorized and directed to execute a contract with The Montana Power Company for the supplying, installation and owning of the street lighting facilities within Special Improvement Lighting Maintenance District No. 122, at its own expense, and for the furnishing of electrical energy to and the operation and maintenance for said District upon the terms and conditions set forth in the contract, a copy of which contract is hereto attached and by this reference made a part hereof.

Section 2: Reference is hereby made to the Resolution creating Special Improvement Lighting Maintenance District No. 18040 on file and of record in the office of the City Clerk of the City of Billings, Montana, for further particulars.

PASSED by the City Council and approved by the Mayor this 11th day of January, 1965.

APPROVED:

Mayor.

ATTEST:

City Clerk.

START

Form No. 0828

NUMBER - 25

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 123

DATE: May 24, 1965

FOLDER

CONTRACT

THIS AGREEMENT, made and entered into this 24 day of May by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

WITNESSETH:

WHEREAS, Special Improvement Lighting Maintenance District No. 123 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said district at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor, color improved street lights consisting of 12 units with 175 watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 25 foot mounting height, to be served by underground wires, along and upon the streets and avenues named in the resolution

creating said district.

(b) Locations: There will be 12 lighting units, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP.

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the district, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175 watt mercury vapor, color improved lighting unit, the sum of $4.83 per month.

The above charge shall apply only to each of the 12 lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto,

the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-64P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other

party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By Louis G. Brewer
Manager, Billings Division

CITY OF BILLINGS, a municipal corporation,

By Wilfred E. Fraser
Mayor

ATTEST:

Wm. Fry
City Clerk

START

Form No. 0626

NUMBER - 26

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 123A

DATE: April 10, 1967

FOLDER

CONTRACT

THIS AGREEMENT, made and entered into this 10 day of April, 1967, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

W I T N E S S E T H:

WHEREAS, Special Improvement Lighting Maintenance District No. 123A has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said district at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 35 units with 175 watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 25 foot mounting height, to be served by underground wires,

along and upon the streets and avenues named in the resolution creating said district.

(b) Locations: There will be 35 lighting units, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the district, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175 watt mercury vapor color improved lighting unit, the sum of $4.83 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are sub-

sequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-64P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each,

until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

CITY OF BILLINGS, a municipal corporation,

By _____
Mayor

ATTEST:

_____
City Clerk

Lewis & Clark
19th - 23rd
Area

RESOLUTION NO. 10407

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK OF THE CITY OF BILLINGS, MONTANA, TO EXECUTE A CONTRACT WITH THE MONTANA POWER COMPANY, WITH AN OFFICE AT BILLINGS, MONTANA, FOR THE PURPOSE OF SUPPLYING ELECTRICAL ENERGY TO AND OPERATION AND MAINTENANCE FOR SPECIAL IMPROVEMENT LIGHTING MAINTENANCE DISTRICT NO. 123A AND FOR THE MONTANA POWER COMPANY FURNISHING ALL OF THE EQUIPMENT AND THE COST OF INSTALLATION AT ITS OWN EXPENSE.

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WHEREAS, the City Council of the City of Billings, Montana has heretofore created Special Improvement Lighting Maintenance District No. 123A for the purpose of securing and providing energy and operation and maintenance for new mercury vapor color improved street lights within said District; and

WHEREAS, the Montana Power Company has agreed to supply, install and own said street lighting facilities at its own expense, and has agreed to furnish electrical energy to and operation and maintenance for said Special Improvement Lighting Maintenance District according to the charges set forth in the Resolution creating Special Improvement Lighting Maintenance District No. 123A and

WHEREAS, all of the terms, conditions and charges have been set forth in a contract agreed upon between the City of Billings, a municipal corporation, and the Montana Power Company.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

Section 1: That the Mayor and the City Clerk of the City of Billings, Montana, be, and they are hereby, authorized and directed to execute a contract with The Montana Power Company for the supplying, installation and owning of the street lighting facilities within Special Improvement Lighting Maintenance District No. 123A at its own expense, and for the furnishing of electrical energy to and the operation and maintenance for said District upon the terms and conditions set forth in the contract, a copy of which contract is hereto

attached and by this reference made a part hereof.

Section 2: Reference is hereby made to the Resolution creating Special Improvement Lighting Maintenance District No. 123 on file and of record in the office of the City Clerk of the City of Billings, Montana, for further particulars.

PASSED by the City Council and approved by the Mayor this 10 day of April, 1967.

APPROVED:

Mayor

ATTEST:

City Clerk

START

Form No. 0428

NUMBER - 27

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 125

DATE: Aug. 2, 1965

FOLDER

#125

CONTRACT

THIS AGREEMENT, made and entered into this 7th day of Aug by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City":

WITNESSETH:

WHEREAS, Special Improvement Lighting Maintenance District No. 125 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said district at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor, color improved street lights consisting of 14 units with 175 watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 25 feet mounting height, to be served by underground wires, along and upon the streets and avenues named in the resolution

creating said district.

(b) Locations: There will be 14 lighting units, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the district, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175 watt mercury vapor, color improved lighting unit, the sum of $4.83 per month.

The above charge shall apply only to each of the 14 lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto,

the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-64P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other

party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By Louis H. Brewer
Manager, Billings Division

CITY OF BILLINGS, a municipal corporation,

By Dieand S. Fisher
Mayor

ATTEST:

Wm J. Fry
City Clerk

START

Form No. 5626

NUMBER - 28

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 126

DATE: Oct. 11, 1965

FOLDER

#126

CONTRACT

THIS AGREEMENT, made and entered into this 11 day of Oct. by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

WITNESSETH:

WHEREAS, Special Improvement Lighting Maintenance District No. 126 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said district at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor, color improved street lights consisting of 7 units with 175 watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 25 feet mounting height, to be served by underground wires, along and upon the streets and avenues named in the resolution

creating said district.

(b) Locations: There will be 7 lighting units, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP.

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION.

The Company agrees to install and operate said street lighting facilities in the district, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM.

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES.

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175 watt mercury vapor, color improved lighting unit, the sum of $5.23 per month.

The above charge shall apply only to each of the 7 lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto,

the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-64P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM.

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other

party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By Louis G. Brewer
Manager, Billings Division

CITY OF BILLINGS, a municipal corporation,

By Wiseman G. Tower
Mayor

ATTEST:

Wm. K. Fry
City Clerk

START

Form No. 0828

NUMBER - 29

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 127

DATE: Oct. 25, 1975

FOLDER

#127

CONTRACT

THIS AGREEMENT, made and entered into this 25 day of Oct by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

WITNESSETH:

WHEREAS, Special Improvement Lighting Maintenance District No. 127 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said district at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor, color improved street lights consisting of 30 units with 175 watt mercury vapor color improved lamps in enclosed post top type luminaire mounted on steel poles for a 17 foot mounting height, to be served by underground wires, along and upon the streets and avenues named

in the resolution creating said district.

(b) Locations: There will be 30 lighting units, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the district, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175 watt mercury vapor color improved lighting unit, the sum of $3.70 per month.

The above charge shall apply only to each of the 30 lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto,

the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-64P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other

party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By Louis G Brewer
Manager, Billings Division

CITY OF BILLINGS, a Municipal corporation,

By Wiseman E. Fraser
Mayor

ATTEST:

Wm L Frye
City Clerk

START

Form No. 9628

NUMBER - 30

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 128

DATE: Nov. 8, 1965

FOLDER

#128
Charter Rev.

CONTRACT

THIS AGREEMENT, made and entered into this 8 day of November, 1965, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

WITNESSETH:

WHEREAS, Special Improvement Lighting Maintenance District No. 128 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said district at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor, color improved street lights consisting of 21 units with 175 watt mercury vapor color improved post top lamps in enclosed luminaires mounted on steel poles for a 17 foot mounting height, to be served by underground wires, along and upon the streets and avenues named in the

resolution creating said district.

(b) Locations: There will be 21 lighting units, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the district, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175 watt mercury vapor, color improved lighting unit, the sum of $4.77 per month.

The above charge shall apply only to each of the 21 lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto,

the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-64P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other

party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By Louis G. Brewer
Manager, Billings Division

CITY OF BILLINGS, a municipal corporation,

By S/ Howard E. Fraser
Mayor

ATTEST:

S/ Wm. F. Fry
City Clerk

START

Form No. 6626

NUMBER-31

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 129

DATE: Nov. 22, 1965

FOLDER

CONTRACT

THIS AGREEMENT, made and entered into this 22 day of November, 1965, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

WITNESSETH:

WHEREAS, Special Improvement Lighting Maintenance District No. 129 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said district at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 12 units with 175 watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 25 foot mounting height, to be served by underground wires, along

and upon the streets and avenues named in the resolution creating said district.

(b) Locations: There will be 12 lighting units, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the district, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175 watt mercury vapor color improved lighting unit the sum of $5.25 per month.

The above charge shall apply only to each of the 12 lighting units herein specified; and if additional units are sub-

sequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-6AP applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each,

until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By Louis G. Brewer
Manager, Billings Division

CITY OF BILLINGS, a municipal corporation

By Wilfred E. Fraser
Mayor

ATTEST:

Wm. J. Fry
City Clerk

#129
1047, 12th on
Ave. F

RESOLUTION NO. 10210

A RESOLUTION CREATING SPECIAL IMPROVEMENT LIGHTING MAINTENANCE DISTRICT NO. 129 OF THE CITY OF BILLINGS, MONTANA, FOR THE PURPOSE OF SECURING AND PROVIDING ENERGY AND MAINTENANCE FOR NEW MERCURY VAPOR OVERHEAD IMPROVED STREET LIGHTS, DESIGNATING THE NUMBER OF SAID DISTRICT, DESCRIBING THE BOUNDARIES THEREOF, STATING THE GENERAL CHARACTER OF THE IMPROVEMENTS TO BE MADE, ESTABLISHING THE ESTIMATED RATE FOR ENERGY AND MAINTENANCE THEREOF, AN APPROXIMATE ESTIMATE OF THE COST OF MAINTAINING SUCH LIGHTS AND SUPPLYING ELECTRICAL CURRENT THEREFOR FOR THE FIRST YEAR, THE PROPORTION OF THE COST TO BE ASSESSED AGAINST THE ABUTTING PROPERTY, AND THE METHOD OF ASSESSMENT OF SAID COSTS.

- - - - - - - - - - -

WHEREAS, the City Council of the City of Billings, Montana, on November 1, 1965 passed Resolution No. 10201, a resolution of intention to create a Special Improvement Lighting Maintenance District designated as No. 129, setting the hearing on the creation of said district and hearing of protests against the extent and creation of said district, or any matter pertaining thereto, for November 22, 1965 at 7:30 P.M., and thereafter gave notice by publication and mailing, all as required by law, and at said hearing, which was held at the time and place specified in said notice, all protests were heard and considered; and

WHEREAS, the City Engineer reported that persons having property to be assessed in said district, representing approximately None percent of the property included in said district, protested against the creation of said district; and the City Council, being satisfied that said percentage was correct and that said protests were insufficient to stop the creation of said district, after hearing and giving consideration to all protests against the creation or extent of the proposed district, or any matter pertaining thereto, overruled and denied said protests, and each of them.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

Section 1. That the City Council of the City of Billings, Montana, does hereby create a Special Improvement Lighting Maintenance

District, to be known and designated as Special Improvement Lighting Maintenance District No. 129, for the purpose of securing and providing energy and maintenance for new mercury vapor color improved street lights for lighting said district.

Section 2: That the boundaries of Special Improvement Lighting Maintenance District No. 129 are as set forth in Resolution of Intention No. 10201, section 2, on file in the office of the City Clerk of Billings, Montana, and by this reference are incorporated herein and made a part hereof.

Section 3: That the City Council hereby finds and determines that each of the lots, blocks, pieces and parcels of land, situated within the boundaries of said district, are especially benefited and affected by said improvements, and each and all of the lots, blocks, pieces and parcels, more particularly described in Section 3 of said Resolution No. 10201 and by this reference incorporated and made a part hereof, are hereby declared to be the property to be assessed for the cost and expense of the electrical energy for and maintenance of said district.

Section 4: That the general character of the improvements to be made is hereby declared to be as described in Section 4 of said Resolution No. 10201, and is by this reference incorporated and made a part hereof.

Section 5: That the City of Billings will contract with The Montana Power Company for supplying electrical energy to and maintenance of said street lighting system, with the estimated cost thereof for the first year to be computed as follows:

(a) The rate of $62.76 per year for the electrical energy, operation and maintenance of each unit; consisting of a fixture, steel pole and conductor supplying energy thereto.

That the Montana Power Company shall install, and at all times own, the above described lighting fixtures, poles, cables

and other incidental equipment.

Section 6: That based upon the above figures, the estimate of the cost of said district for the first year is the sum of $775.71; that three-fourths (3/4) of such cost of said district shall be paid by the owners of the property within said district with each lot, parcel or piece of land within said district to be assessed for that portion of the whole cost which its area bears to the area of the entire district, exclusive of streets, avenues, alleys and public places; that the other one-fourth (1/4) of such cost shall be paid by the City of Billings out of the general fund and/or such other fund or funds provided for that purpose.

Section 7: That the entire cost of said district shall be paid by an annual assessment against the property in said district and by the City of Billings, in such proportions as are designated in a preceding section for the first year, and in such proportions as may be hereinafter designated by the City Council for the succeeding years. That all monies derived from the collection of such assessments and from the amount so paid by the City shall be paid into a fund to be known as "Special Improvement Lighting Maintenance District No. 129 Maintenance Fund", and warrants shall be drawn on said fund for the payment of such cost of maintaining said lights and supplying electrical current therefor.

Section 8: That reference is hereby made to Resolution of Intention No. 10201, the maps, specifications, boundaries, perimeter and data pertaining to the district, in the office of the City Clerk and the City Engineer, for further particulars, all of which are made a part hereof.

PASSED by the City Council and approved by the Mayor this 22 day of November, 1965.

APPROVED:

Wilfred E. Pray
Mayor

ATTEST:

Wm. L. Fry
City Clerk

RESOLUTION NO. 10211

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK OF THE CITY OF BILLINGS, MONTANA, TO EXECUTE A CONTRACT WITH THE MONTANA POWER COMPANY, WITH AN OFFICE AT BILLINGS, MONTANA, FOR THE PURPOSE OF SUPPLYING ELECTRICAL ENERGY TO AND OPERATION AND MAINTENANCE FOR SPECIAL IMPROVEMENT LIGHTING MAINTENANCE DISTRICT NO. 129, AND FOR THE MONTANA POWER COMPANY FURNISHING ALL OF THE EQUIPMENT AND THE COST OF INSTALLATION AT ITS OWN EXPENSE.

- - - - - - - - - - -

WHEREAS, the City Council of the City of Billings, Montana has heretofore created Special Improvement Lighting Maintenance District No. 129, for the purpose of securing and providing energy and operation and maintenance for new mercury vapor color improved street lights within said district; and

WHEREAS, the Montana Power Company has agreed to supply, install and own said street lighting facilities at its own expense, and has agreed to furnish electrical energy to and operation and maintenance for said Special Improvement Lighting Maintenance District according to the charges set forth in the Resolution creating Special Improvement Lighting Maintenance District No. 129, and

WHEREAS, all of the terms, conditions and charges have been set forth in a contract agreed upon between the City of Billings, a municipal corporation, and the Montana Power Company.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

Section 1: That the Mayor and the City Clerk of the City of Billings, Montana, be, and they are hereby, authorized and directed to execute a contract with The Montana Power Company for the supplying, installation and owning of the street lighting facilities within Special Improvement Lighting Maintenance District No. 129, at its own expense, and for the furnishing of electrical energy to and the operation and maintenance for said District upon the terms and conditions set forth in the contract, a copy of which contract is hereto attached and by this reference made a part hereof.

Section 2: Reference is hereby made to the Resolution creating Special Improvement Lighting Maintenance District No. 129 on file and of record in the office of the City Clerk of the City of Billings, Montana, for further particulars.

PASSED by the City Council and approved by the Mayor this 22 day of November 1965.

APPROVED:

Mayor

ATTEST:

City Clerk

START

Form No. 0628

NUMBER-32

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 130

DATE: July 11, 1966

FOLDER

CONTRACT

THIS AGREEMENT, made and entered into this 1 day of July, 1966, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

W I T N E S S E T H:

WHEREAS, Special Improvement Lighting Maintenance District No. 130 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said district at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 9 units with 175 watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 25 foot mounting height, to be served by overhead wires,

along and upon the streets and avenues named in the resolution creating said district.

(b) Locations: There will be 9 lighting units, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the district, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175 watt mercury vapor color improved lighting unit, the sum of $3.70 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are sub-

sequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-64P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each,

until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By O M Luschen
Manager, Billings Division

CITY OF BILLINGS, a municipal corporation,

By Thomas J Hultgren
Mayor
President of the Council and Acting Mayor in the absence of the Mayor

ATTEST:

Wm L Floyd
City Clerk

START

Form No. 9828

NUMBER - 33

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 131

DATE: July 11, 19660

FOLDER

CONTRACT

THIS AGREEMENT, made and entered into this 11 day of July, 1966, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

W I T N E S S E T H:

WHEREAS, Special Improvement Lighting Maintenance District No. 131 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said district at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 31 units with 175 watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 25 foot mounting height, to be served by underground wires,

along and upon the streets and avenues named in the resolution creating said district.

(b) Locations: There will be 31 lighting units, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the district, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175 watt mercury vapor color improved lighting unit, the sum of $ 4.83 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are sub-

sequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-64P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each,

until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

CITY OF BILLINGS, a municipal corporation,

By _____
Mayor
President of the Council and Acting Mayor in the absence of the Mayor

ATTEST:

_____
City Clerk

START

Form No. 0670

NUMBER-34

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 153

DATE: May 8, 1967

FOLDER

133

CONTRACT

THIS AGREEMENT, made and entered into this 8 day of May, 1967, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

W I T N E S S E T H:

WHEREAS, Special Improvement Lighting Maintenance District No. 133 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said district at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 13 units with 175 watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 25 foot mounting height, to be served by underground wires,

along and upon the streets and avenues named in the resolution creating said district.

(b) Locations: There will be 13 lighting units, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the district, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175 watt mercury vapor color improved lighting unit, the sum of $5.23 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are sub-

sequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-64P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each,

until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

CITY OF BILLINGS, a municipal corporation,

By _____
Mayor

ATTEST:

_____
City Clerk

START

Form No. 6621

NUMBER - 35

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 134

DATE: June 26, 1967

FOLDER

CONTRACT

THIS AGREEMENT, made and entered into this 26 day of June, 1967, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

WITNESSETH:

WHEREAS, Special Improvement Lighting Maintenance District No. 134 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said district at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 47 units with 175 watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 25 foot mounting height, to be served by overhead wires,

along and upon the streets and avenues named in the resolution creating said district.

(b) Locations: There will be 47 lighting units, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the district, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175 watt mercury vapor color improved lighting unit, the sum of $3.70 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are sub-

sequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-64P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each,

until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

CITY OF BILLINGS, a municipal corporation,

By _____
Mayor

ATTEST:

_____
City Clerk

START

Form No. 0625

NUMBER - 36

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 135

DATE: 1967

FOLDER

C O N T R A C T

THIS AGREEMENT, made and entered into this day of , 1967, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

W I T N E S S E T H:

WHEREAS, Special Improvement Lighting Maintenance District No. 135 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said district at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 22 units with 175 watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 17 foot mounting height, to be served by underground wires,

along and upon the streets and avenues named in the resolution creating said district.

(b) Locations: There will be 22 lighting units, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the district, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175 watt mercury vapor color improved lighting unit, the sum of $4.77 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are sub-

sequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-64P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each,

until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

CITY OF BILLINGS, a municipal corporation,

By _____
Mayor
President of the Council and Acting Mayor
in the absence of the Mayor

ATTEST:

_____
City Clerk

START

Form No. 0828

NUMBER - 37

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 136

DATE: Aug. 28, 1967

FOLDER

[redacted]

1742 [illegible]

CONTRACT

THIS AGREEMENT, made and entered into this 28 day of August, 1967, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

WITNESSETH:

WHEREAS, Special Improvement Lighting Maintenance District No. 136 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said district at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 17 units with 175 watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 25 foot mounting height, to be served by underground wires,

along and upon the streets and avenues named in the resolution creating said district.

(b) Locations: There will be 17 lighting units, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the district, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175 watt mercury vapor color improved lighting unit, the sum of $4.83 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are sub-

sequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-64P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each,

until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

CITY OF BILLINGS, a municipal corporation,

By _____
Mayor

Vice President of the Council and Acting Mayor in the absence of the Mayor and Council President

ATTEST:

_____
City Clerk

START

Form No. 0828

NUMBER - 38

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 137

DATE: Aug. 28, 1967

FOLDER

CONTRACT

THIS AGREEMENT, made and entered into this 28 day of August, 1967, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

WITNESSETH:

WHEREAS, Special Improvement Lighting Maintenance District No. 137 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth; and

WHEREAS, the City and the State of Montana, acting by and through the State Highway Commission, Helena, Montana, hereinafter called "State", are cooperating in order to provide 23 units of special lighting facilities along South 27th Street; and

WHEREAS, the City is sharing in the cost of the special lighting facilities along South 27th Street only to the extent of the obligations the City would incur if South 27th Street was being handled by the lower wattage facilities;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the following described street lighting facilities in said district at its own expense, and such work shall be commenced and completed as

soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 21 units of 175 watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 25 foot mounting height to be served by overhead wires along and upon the streets and avenues named in the resolution creating said district, excepting therefrom South 27th Street.

(b) Locations: There will be 21 lighting units, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed under this agreement are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate the street lighting facilities constructed under this agreement, and to maintain the system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to the street lighting system constructed by it under this agreement for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, and as the City's share of the maintenance and energy cost of the special lighting units on South 27th Street, as follows:

The sum of $203.50 per month, computed on the basis of fifty-five 175 watt mercury vapor color improved lighting units, at a rate of $3.70 per month per unit, it being understood that $125.80 of said sum is the City's share of the expense for the special lighting on South 27th Street.

The charge for electrical energy included in the above rate is based upon rate schedule SL-64P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system owned by the Company, made necessary by the acts of third parties.

If additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. SPECIAL PROVISIONS

The City and State are sharing cost of electrical energy and maintenance of facilities along South 27th Street. City and State are separately contracting with Company for the payment of their respective shares and therefore, it is agreed that a termination, nonrenewal or rescinding of the State contract shall be sufficient grounds for Company to terminate or rescind this contract. Further any breach of the State contract, whereby Company might discontinue service or have other remedies, excluding claims for monetary damages, shall be a breach of this contract allowing Company to suspend the service hereunder or invoke such other remedies, excluding claims for monetary damages, against City.

SECTION 8. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

CITY OF BILLINGS, a municipal corporation

By Duane E Smith
Mayor

Vice President of the Council and Acting Mayor in the absence of the Mayor, Council President

ATTEST:

_____
City Clerk

8-1-77 — J.H.K.

Montana State Highway / City of Billings
Billing for SILD #137 — So. 27 St. 1st Ave. So. to Belvedere

Facilities existing:

21 — 175 W. M.V. Cobra head units (25') M.P.Co.
28 — 1000 W. M.V. " " " (45') State

Billing to City of Billings: (based on SL75P)

3297/3137 55 — 175 W. M.V. lights (69.75 E. / 151.25 N.) # 22[illegible]
34 of these are replaced by
28 - 1000 W.M.V. State Highway lts.
21 are in place.

Billing to State of Montana: (based on SL75P)

28 — 1000 W. M.V. (636 Ea. E / 265 Ea. N.) 252.28
less credit for 34-175 W.M.V.
units paid by City of Billings (136 --)

3297/3041 116.28

START

Form No. 0626

NUMBER - 39

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 138

DATE: Dec. 11, 1967

FOLDER

C O N T R A C T

THIS AGREEMENT, made and entered into this 11 day of December, 1967 by and between THE MONTANA POWER CONPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a minicipal corporation organized under the laws of the State of Montana, hereinafter called the "City":

W I T N E S S E T H:

WHEREAS, Special Improvement Lighting Maintenance District No. 138 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said district at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 27 units with 175 watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles

for a 25 foot mounting height, to be served by underground wires, along and upon the streets and avenues named in the resolution creating said district.

(b) Locations: There will be 27 lighting units, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the district, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175 watt mercury vapor color improved lighting unit, the sum of $4.83 per month.

The above charge shall apply only to each of the lighting units herein specified, and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-64P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect

for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

CITY OF BILLINGS, a municipal corporation,

By _____
Mayor

ATTEST:

_____
City Clerk

START

Form No. 6038

NUMBER - 40

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 139

DATE: Dec. 18, 1967

FOLDER

#134
Claim No.

C O N T R A C T

THIS AGREEMENT, made and entered into this 18 day of December, 1967 by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

W I T N E S S E T H:

WHEREAS, Special Improvement Lighting Maintenance District No. 139 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said district at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 9 units with 175 watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 25 foot mounting height, to be served by underground wires,

along and upon the streets and avenues named in the resolution creating said district.

(b) Locations: There will be 9 lighting units, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the district, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175 watt mercury vapor color improved lighting unit, the sum of $4.83 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-64P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect

for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By D M Leuschen
Manager, Billings Division

CITY OF BILLINGS, a municipal corporation,

By Willard E. Fraser
Mayor

ATTEST:

City Clerk

START

Form No. 9888

NUMBER - 41

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 143

DATE: June 3, 1968

FOLDER

C O N T R A C T

THIS AGREEMENT, made and entered into this 3rd day of June, 1968, by and between THE MONTANA POWER COMPANY, a corporation having a division office and place of business at 113 North Broadway, Billings, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

W I T N E S S E T H:

WHEREAS, Special Improvement Lighting Maintenance District No. 143 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said district at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 21 units with 175 watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 25 feet mounting height, to be served by underground wires,

along and upon the streets and avenues named in the resolution creating said district.

(b) Locations: There will be 21 lighting units, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the district, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175 watt mercury vapor color improved lighting unit, the sum of $5.23 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently

installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-64F applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until

and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

THE CITY OF BILLINGS, a
municipal corporation

By _____

ATTEST:

_____
City Clerk

START

Form No. 0828

NUMBER - 42

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 144

DATE: June 17, 1968

FOLDER

C O N T R A C T

THIS AGREEMENT, made and entered into this 17 day of June, 1965, by and between THE MONTANA POWER COMPANY, a corporation having a division office and place of business at 113 North Broadway, Billings, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

W I T N E S S E T H:

WHEREAS, Special Improvement Lighting Maintenance District No. 144 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing a new mercury vapor color improved street light along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said district at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: A new mercury vapor color improved street light consisting of 1 unit with 175 watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 25 foot mounting height, to be served by underground wires, along and upon the streets and avenues named in the resolution creating said district.

(b) Locations: There will be a lighting unit spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the district, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175 watt mercury vapor color improved lighting unit, the sum of $5.23 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-64P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By D M Leuschen
Manager, Billings Division

CITY OF BILLINGS, a municipal corporation,

By Howard S Hultgren
Mayor

President of the Council and Acting Mayor in the absence of the Mayor

ATTEST:

City Clerk

START

Form No. 6026

NUMBER - 43

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 145

DATE: July 1968

FOLDER

C O N T R A C T

THIS AGREEMENT, made and entered into this _____ day of July, 1968, by and between THE MONTANA POWER COMPANY, a corporation having a division office and place of business at 113 North Broadway, Billings, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City":

W I T N E S S E T H:

WHEREAS, Special Improvement Lighting Maintenance District No. 145 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said district at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 20 units with 175 watt mercury vapor color improved post top lamps in enclosed luminaires mounted on steel poles for a 17-foot mounting height, to be served by underground

wires, along and upon the streets and avenues named in the resolution creating said district.

(b) Locations: There will be 20 lighting units, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the district, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175 watt mercury vapor color improved lighting unit, the sum of $4.77 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-64P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect

for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

CITY OF BILLINGS, a municipal corporation,

By _____
Mayor

ATTEST:

_____
City Clerk

START

Form No. 0828

NUMBER - 44

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 146

DATE: Aug 12, 1968

FOLDER

C O N T R A C T

THIS AGREEMENT, made and entered into this 12 day of August, 1968, by and between THE MONTANA POWER COMPANY, a corporation having a division office and place of business at 113 North Broadway, Billings, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

W I T N E S S E T H:

WHEREAS, Special Improvement Lighting Maintenance District No. 146 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said district at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 13 units with 175 watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 25-foot mounting height, to be served by underground wires, along

and upon the streets and avenues named in the resolution creating said district.

(b) Locations: There will be 13 lighting units, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the district, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175 watt mercury vapor color improved lighting unit, the sum of $4.83 per month.

The above charge shall apply only to each of the

lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-64P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect

for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

CITY OF BILLINGS, a municipal corporation,

By _____
Mayor

ATTEST:

_____
City Clerk

START

Form No. 6625

NUMBER - 45

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 147

DATE: Aug. 12, 1968

FOLDER

C O N T R A C T

THIS AGREEMENT, made and entered into this 12 day of August, 1968, by and between THE MONTANA POWER COMPANY, a corporation having a division office and place of business at 113 North Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City":

W I T N E S S E T H:

WHEREAS, Special Improvement Lighting Maintenance District No. 147 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said district at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 26 units with 400 watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 30-foot mounting height, to be served by underground wires, along and upon the streets and avenues named in the resolution

creating said district.

(b) Locations: There will be 26 lighting units, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the district, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 400 watt mercury vapor color improved lighting unit, the sum of $8.69 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are sub-

sequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-64P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for

successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

CITY OF BILLINGS, a municipal corporation,

By _____
Mayor

ATTEST:

_____
City Clerk

START

Form No. 0528

NUMBER - 46

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 148

DATE: Oct. 7, 1968

FOLDER

C O N T R A C T

THIS AGREEMENT, made and entered into this 23 day of Oct., 1968, by and between THE MONTANA POWER COMPANY, a corporation having a division office and place of business at 113 North Broadway, Billings, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

W I T N E S S E T H:

WHEREAS, Special Improvement Lighting Maintenance District No. 148 has been fully and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said district at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 28 units of 400 watt mercury vapor color improved lamps in enclosed luminaires, mounted on 26 existing wood distribution poles, with 2 units on new wood poles, all mounted at a

height of 30 feet and served by overhead wiring, along and upon the streets and avenues named in the resolution creating said district.

(b) Locations: There will be 28 lighting units, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the district, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 400 watt mercury vapor color improved lighting unit mounted on existing wood distribution poles, the sum of $5.13 per month; for each 400 watt mercury vapor color improved lighting unit mounted on new wood poles, the sum of $5.38 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-64P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect

for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

CITY OF BILLINGS, a municipal corporation,

By _____
Mayor

ATTEST:

_____
City Clerk

START

Form No. 9635

NUMBER-47

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 149

DATE: Oct. 28, 1968

FOLDER

Return To
Montana
Power

#115

CONTRACT

THIS AGREEMENT, made and entered into this 4th day of Nov., 1968, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

WITNESSETH:

WHEREAS, Special Improvement Lighting Maintenance District No. 142 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor street lights along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth; and

WHEREAS, the City and the State of Montana, acting by and through the State Highway Commission, Helena, Montana, hereinafter called "State", are cooperating in order to provide 65 units of special lighting facilities along First Avenue South; and

WHEREAS, the City is sharing in the cost of the special lighting facilities along First Avenue South not to exceed the obligations the City would incur if First Avenue South was being lighted by the lower wattage facilities, without the State of Montana's assistance.

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The company undertakes and agrees to construct and install the following described street lighting facilities in said district at its own expense, and such work shall be commenced and completed as

soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 22 units of 400 watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 30-foot mounting height to be served by underground wires along and upon the streets and avenues named in the resolution creating said district, excepting therefrom First Avenue South.

(b) Locations: There will be 22 lighting units, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed under this agreement are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate the street lighting facilities constructed under this agreement, and to maintain the system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to the street lighting system constructed by it under this agreement for the charges hereinafter specified.

SECTION 3. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, and as the City's share of the maintenance and energy cost of the special lighting units on First Avenue South, as follows:

The sum of $679.33 per month, $191.18 computed on the basis of 22 400-watt mercury vapor color improved lighting units, at the rate of $8.69 per unit per month, with the balance of said sum in the amount of $488.15 being the City's share of expense for the special lighting on First Avenue South consisting of 65 1000-watt State owned lights.

The charge for electrical energy included in the above rate is based upon rate schedule SL-64P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system owned by the Company, made necessary by the acts of third parties.

If additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. SPECIAL PROVISIONS

The City and State are sharing cost of electrical energy and maintenance of facilities along First Avenue South. City and State are separately contracting with Company for the payment of their respective shares and therefore, it is agreed that a termination, nonrenewal or rescinding of the State contract shall be sufficient grounds for Company to terminate or rescind this contract. Further any breach of the State contract, whereby Company might discontinue service or have other remedies, excluding claims for monetary damages, shall be a breach of this contract allowing Company to suspend the service hereunder or invoke such other remedies, excluding claims for monetary damages, against City.

SECTION 8: TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

CITY OF BILLINGS, a municipal corporation,

By _____
Mayor
President of the Council and Acting Mayor in the absence of the Mayor

ATTEST:

_____
City Clerk

#149
1 Ave South
13th St Underpass To
State Street
Montana Power Has an
Arrangement with
City and State on
This

This is a duplicate
[illegible] by
[illegible] in [illegible]

CONTRACT

THIS AGREEMENT, made and entered into this [illegible] day of [illegible], 1968, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at [illegible] Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

WITNESSETH:

149 WHEREAS, Special Improvement Lighting Maintenance District No. [illegible] has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor street lights along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth; and

WHEREAS, the City and the State of Montana, acting by and through the State Highway Commission, Helena, Montana, hereinafter called "State", are cooperating in order to provide 65 units of special lighting facilities along First Avenue South; and

WHEREAS, the City is sharing in the cost of the special lighting facilities along First Avenue South not to exceed the obligations the City would incur if First Avenue South was being lighted by the lower wattage facilities, without the State of Montana's assistance.

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED as follows.

SECTION 1. INSTALLATION OF NEW FACILITIES

The company undertakes and agrees to construct and install the following described street lighting facilities in said district at its own expense, and such work shall be commenced and completed as

soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 22 units of 400 watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 30-foot mounting height to be served by underground wires along and upon the streets and avenues named in the resolution creating said district, excepting therefrom First Avenue South.

(b) Locations: There will be 22 lighting units, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed under this agreement are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate the street lighting facilities constructed under this agreement, and to maintain the system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to the street lighting system constructed by it under this agreement for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, and as the City's share of the maintenance and energy cost of the special lighting units on First Avenue South, as follows:

The sum of $679.33 per month, $191.18 computed on the basis of 22 400-watt mercury vapor color improved lighting units, at the rate of $8.69 per unit per month, with the balance of said sum in the amount of $488.15 being the City's share of expense for the special lighting on First Avenue South consisting of 65 1000-watt State owned lights.

The charge for electrical energy included in the above rate is based upon rate schedule SL-64P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system owned by the Company, made necessary by the acts of third parties.

If additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. SPECIAL PROVISIONS

The City and State are sharing cost of electrical energy and maintenance of facilities along First Avenue South. City and State are separately contracting with Company for the payment of their respective shares and therefore, it is agreed that a termination, nonrenewal or rescinding of the State contract shall be sufficient grounds for Company to terminate or rescind this contract. Further any breach of the State contract, whereby Company might discontinue service or have other remedies, excluding claims for monetary damages, shall be a breach of this contract allowing Company to suspend the service hereunder or invoke such other remedies, excluding claims for monetary damages, against City.

SECTION 8: TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

CITY OF BILLINGS, a municipal corporation,

By _____
Mayor

ATTEST:

_____
City Clerk

START

Form No. 8808

NUMBER - 48

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 150

DATE: Oct. 28, 1968

FOLDER

C O N T R A C T

THIS AGREEMENT, made and entered into this 28 day of October, 1968, by and between THE MONTANA POWER COMPANY, a corporation having a division office and place of business at 113 North Broadway, Billings, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

W I T N E S S E T H:

WHEREAS, Special Improvement Lighting Maintenance District No. 150 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said district at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 32 units with 175 watt mercury vapor color improved post top lamps in enclosed luminaires mounted on

steel poles for a 17-foot mounting height, to be served by underground wires, along and upon the streets and avenues named in the resolution creating said district.

(b) Locations: There will be 32 lighting units, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the district, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175 watt mercury vapor color improved lighting unit, the sum of $4.77 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-64P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect

for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

CITY OF BILLINGS, a municipal corporation,

By _____
Mayor

ATTEST:

_____
City Clerk

START

Form No. 0028

NUMBER - 49

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 151

DATE: Dec. 23, 1968

FOLDER

CONTRACT

THIS AGREEMENT, made and entered into this 23 day of December, 1968, by and between THE MONTANA POWER COMPANY, a corporation having a division office and place of business at 113 North Broadway, Billings, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

WITNESSETH:

WHEREAS, Special Improvement Lighting Maintenance District No. 151 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said district at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 24 units with 175 watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 25-foot mounting height, to be served by underground wires, along

and upon the streets and avenues named in the resolution creating said district.

(b) Locations: There will be 24 lighting units, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the district, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175 watt mercury vapor color improved lighting unit, the sum of $4.83 per month.

The above charge shall apply only to each of the lighting

units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-64P applied to the wattage of the lamp and ballast, and is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for suc-

cessive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

CITY OF BILLINGS, a municipal corporation,

By _____
Mayor

ATTEST:

_____
City Clerk

START

Form No. 6628

NUMBER - 50

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 152

DATE: Mar 24, 1969

FOLDER

C O N T R A C T

THIS AGREEMENT, made and entered into this 24 day of March, 1969, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City",

W I T N E S S E T H:

WHEREAS, Special Improvement Lighting Maintenance District No. 152 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 159 units with 175-watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 25-foot mounting height, to be served by underground wires, along and upon the streets and avenues named in the Resolution creating said District.

(b) Locations: There will be 159 lighting units, spaced and located in accordance with the map of said lighting District on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175-watt mercury vapor color improved lighting unit, the sum of $5.37 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-64P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

CITY OF BILLINGS,
a municipal corporation

Attest:

_____
City Clerk

By _____
Mayor

START

Form No. 6628

NUMBER - 51

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 153

DATE: April 7, 1969

FOLDER

SILMD 153

CFH

CONTRACT

THIS AGREEMENT, made and entered into this 7th day of April, 1969, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City",

WITNESSETH:

WHEREAS, Special Improvement Lighting Maintenance District No. 153 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 23 units with 175-watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 17-foot mounting height, to be served by underground wires, along and upon the streets and avenues named in the Resolution creating said District.

(b) Locations: There will be 23 lighting units, spaced and located in accordance with the map of said lighting District on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175-watt mercury vapor color improved lighting unit, the sum of $4.91 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-69P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

THE CITY OF BILLINGS,
a municipal corporation

Attest:

_____
City Clerk

By _____
Mayor

Filed under
Food Park

C O N T R A C T

THIS AGREEMENT, made and entered into this 7th day of April, 1969, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City",

W I T N E S S E T H:

WHEREAS, Special Improvement Lighting Maintenance District No. 153 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 23 units with 175-watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 17-foot mounting height, to be served by underground wires, along and upon the streets and avenues named in the Resolution creating said District.

(b) Locations: There will be 23 lighting units, spaced and located in accordance with the map of said lighting District on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175-watt mercury vapor color improved lighting unit, the sum of $4.91 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-69P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

THE CITY OF BILLINGS,
a municipal corporation

Attest:

_____
City Clerk

By _____
Mayor

START

Form No. 9838

NUMBER - 52

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 154

DATE: April 21, 1969

FOLDER

CONTRACT

THIS AGREEMENT, made and entered into this 24 day of April, 1969, by and between THE MONTANA POWER COMPANY, a corporation having a division office and place of business at 113 North Broadway, Billings, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

WITNESSETH:

WHEREAS, Special Improvement Lighting Maintenance District No. 154 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said district at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 52 units with 175 watt mercury vapor color improved post top lamps in enclosed luminaires mounted on steel

poles for a 17-foot mounting height and served by underground wires, along and upon the streets and avenues named in the resolution creating said district.

(b) Locations: There will be 52 lighting units, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the district, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175 watt mercury vapor color improved lighting unit, the sum of $4.37 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-64P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect

for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

CITY OF BILLINGS, a municipal corporation,

By _____
Mayor

ATTEST:

_____
City Clerk

START

Form No. 9228

NUMBER - 53

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 155

DATE: May 5, 1969

FOLDER

CONTRACT

THIS AGREEMENT, made and entered into this 5 day of May, 1969, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City",

WITNESSETH:

WHEREAS, Special Improvement Lighting Maintenance District No. 155 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 18 units with 175-watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 25-foot mounting height, to be served by underground wires, along and upon the streets and avenues named in the Resolution creating said District.

(b) Locations: There will be 18 lighting units, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175-watt mercury vapor color improved lighting unit, the sum of $5.37 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above

rate is based upon rate schedule SL-69P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager - Billings Division

CITY OF BILLINGS,
a municipal corporation

Attest:

_____
City Clerk

By _____
Mayor

START

Form No. 0626

NUMBER - 54

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 157

DATE: April 13, 1970

FOLDER

C O N T R A C T

THIS AGREEMENT, made and entered into this 13 day of April, 1970, by and between THE MONTANA POWER COMPANY, a corporation having a division office and place of business at 113 North Broadway, Billings, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

W I T N E S S E T H:

WHEREAS, Special Improvement Lighting Maintenance District No. 157 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said district at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 39 units with 175 watt mercury vapor color improved post top lamps in enclosed luminaires mounted on steel poles for a 17 feet mounting height, to be served by underground

wires, along and upon the streets and avenues named in the resolution creating said district.

(b) Locations: There will be 39 lighting units, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the district, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175 watt mercury vapor color improved lighting unit, the sum of $4.37 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-69P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect

for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

CITY OF BILLINGS, a municipal corporation,

By _____
Mayor

ATTEST:

_____
City Clerk

START

Form No. 0825

NUMBER - 55

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 158

DATE: June 8, 1970

FOLDER

C O N T R A C T

THIS AGREEMENT, made and entered into this 8 day of June, 1970, by and between THE MONTANA POWER COMPANY, a corporation having a division office and place of business at 113 North Broadway, Billings, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

W I T N E S S E T H:

WHEREAS, Special Improvement Lighting Maintenance District No. 158 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said district at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 29 units with 175 watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 25-foot mounting height, to be served by underground wires, along

and upon the streets and avenues named in the resolution creating said district.

(b) Locations: There will be 29 lighting units, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the district, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175 watt mercury vapor color improved lighting unit, the sum of $5.37 per month.

The above charge shall apply only to each of the lighting

units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-69P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for

successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

CITY OF BILLINGS, a municipal corporation,

By _____
Mayor

ATTEST:

_____
City Clerk

START

Form No. 0625

NUMBER-56

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 159

DATE: July 6, 1970

FOLDER

AMENDMENT TO EXISTING STREETLIGHT CONTRACTS

This agreement hereby amends the streetlighting contracts between THE MONTANA POWER COMPANY and City of Billings (GOVERNING BODY) entered into 7/6/70 (DATE) calling for the installation, operation and maintenance of a streetlighting system under Special Lighting Improvement District Number 159 (NUMBER) or other designation Broadwater Avenue, between 8th and 12th Streets West. The City of Billings (GOVERNING BODY) hereby agrees to the change of the existing streetlight fixtures to the more efficient High Pressure Sodium Vapor (HPSV) units, to be installed, owned and operated by THE MONTANA POWER COMPANY beginning Jan. 31, 1986 (DATE) The Company will:

Remove - (number and type fixtures) 27-400WMV
Install - (number and wattage) HPSV fixtures, 19-400W
8-200W

The City of Billings (GOVERNING BODY) hereby agrees to the change in rates due to this fixture change and subsequent rate changes as approved by the Montana Public Service Comission. The rate schedule currently in effect is SL-1(84P) Suppl. #3.

The City of Billings (GOVERNING BODY) hereby also agrees to pay the MONTANA POWER COMPANY the sum of $ 5,257.00 (five thousand and two hundred fifty-seven dollars) to relocate the street light poles too close to the roadway.

These changes were approved by vote of The City Council (GOVERNING BODY) at their regularly scheduled meeting on 10/7/85 (DATE).

Except as explicitly amended, the provisions of said contract shall remain in full force and effect.

ATTESTED BY: Anne C. Whorton (CLERK)

ACCEPTED BY: [signature] (THE MONTANA POWER CO.)

[signature] Mayor (TITLE)

CITY OF BILLINGS SEAL YELLOWSTONE COUNTY, MONTANA

100238

CONTRACT

THIS AGREEMENT, made and entered into this 6 day of July, 1970, by and between THE MONTANA POWER COMPANY, a corporation having a division office and place of business at 113 North Broadway, Billings, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

WITNESSETH:

WHEREAS, Special Improvement Lighting Maintenance District No. 159 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The company undertakes and agrees to construct and install the street lighting facilities in said district at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 28 units of 400 watt mercury vapor color improved lamps in enclosed luminaires, mounted on steel poles for a 30-foot mounting height, to be served by underground wiring, along

and upon the streets and avenues named in the resolution creating said district.

(b) Locations: There will be 28 lighting units, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the district, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 400 watt mercury vapor color improved lighting unit, the sum of $8.69 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently

installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-69P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each,

until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

CITY OF BILLINGS, a municipal corporation

By _____
Mayor

ATTEST:

_____
City Clerk

START

Form No. 6828

NUMBER - 57

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 160

DATE: Oct. 19, 1970

FOLDER

C O N T R A C T

THIS AGREEMENT, made and entered into this 19 day of October, 1970, by and between THE MONTANA POWER COMPANY, a corporation having a division office and place of business at 113 North Broadway, Billings, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

W I T N E S S E T H:

WHEREAS, Special Improvement Lighting Maintenance District No. 160 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said district at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 30 units with 175 watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 25-foot mounting height, to be served by underground wires, along and upon the streets and avenues named in the resolution creating the said district.

(b) Locations: There will be 30 lighting units, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the district, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175 watt mercury vapor color improved lighting unit, the sum of $5.37 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-69P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial

term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers Oct. 19, 1970.

THE MONTANA POWER COMPANY

By D M Luschen
Manager, Billings Division

CITY OF BILLINGS,
a municipal corporation,

By Howard H Hultgren
Mayor

ATTEST:

Wm J Fryde
City Clerk

START

Form No. 8622

NUMBER - 58

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 161

DATE: Nov. 23, 1970

FOLDER

16✓

CONTRACT

THIS AGREEMENT, made and entered into this 23 day of November, 1970, by and between THE MONTANA POWER COMPANY, a corporation having a division office and place of business at 113 North Broadway, Billings, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

WITNESSETH:

WHEREAS, Special Improvement Lighting Maintenance District No. 161 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the promises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said district at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 45 units with 175 watt mercury vapor color improved post top lamps in enclosed luminaires mounted on steel poles for a 17-foot mounting height, to be served by underground

wires, along and upon the streets and avenues named in the resolution creating said district.

(b) Locations: There will be 45 lighting units, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the district, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175 watt mercury vapor color improved lighting unit, the sum of $4.91 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently

installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-69P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited for the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect

for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By D. M. Lewschen
Manager, Billings Division

CITY OF BILLINGS, a municipal corporation,

By Howard E. Hultgren
Mayor

ATTEST:

Wm. J. Frank
City Clerk

START

Form No. 0000

NUMBER-59

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 162

DATE: Nov. 23, 1970

FOLDER

161

CONTRACT

THIS AGREEMENT, made and entered into this 23 day of Nov., 1970, by and between THE MONTANA POWER COMPANY, a corporation having a division office and place of business at 113 North Broadway, Billings, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

WITNESSETH:

WHEREAS, Special Improvement Lighting Maintenance District No. 162 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues with the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said district at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New Mercury vapor color improved street lights consisting of 7 units of 175 watt mercury vapor color improved luminaires mounted on existing wood poles at a height of

25 feet and served by overhead wiring along and upon the alley in Block 5, Lillis Subdivision First and Third Filings.

(b) Locations: There will be 7 lighting units, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the district, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175 watt mercury vapor color improved lighting unit, the sum of $2.39 per month.

The above charge shall apply only to each of the lighting

units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-69P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date

hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By R M Luschen
Manager, Billings Division

CITY OF BILLINGS, a municipal corporation,

By Howard G Hultgren
Mayor

ATTEST:

Ward Fryd
City Clerk

START

Form No 0826

NUMBER - 60

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 163

DATE: April 12, 1971

FOLDER

CONTRACT

THIS AGREEMENT, made and entered into this 17 day of April, 1971, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

WITNESSETH:

WHEREAS, the City of Billings, hereafter called City, has agreed to supply, install and own the facilities hereafter described; and has created Special Improvement Lighting Maintenance District #163 to pay for the charges for electricity and maintenance of these facilities;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

City will install the following described street lighting facilities at City's expense. The facilities shall be of the type and at the locations hereafter specified and shall remain the property of City. Company shall be consulted prior to establishment of the system so that the same may be best designed for the energy available at each location, it being understood the economic and efficient operation of both parties hereto are dependent upon proper adaptation and use of the resources of the parties. However, the City shall have the final responsibility in design of the system.

SECTION 2. TYPE AND LOCATION OF FACILITIES.

(a) New mercury vapor street lights consisting of 79 units with 400 watt mercury vapor color improved lamps in enclosed luminaires mounted at a height of 28 feet on steel poles and served by underground wiring. Such units are to be located along both sides of Poly Drive from

Normal Avenue to 17th Street West.

Additional lighting facilities and locations may be added to this contract only by written consent of City and Company.

SECTION 3. ENERGY AND MAINTENANCE OF SYSTEM

Company agrees to supply electrical energy to the point of delivery for said street lighting system and to provide the normal maintenance for the system for the charges hereafter specified.

The Company will make all necessary repairs and replacements of bulbs and glassware within a reasonable time after receiving notice of any outage. The police officers of the City shall report any outages to the Company's office in Billings, Montana. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The company has no obligation to patrol said system.

The Company agrees to provide additional repairs for the system (other than normal wear and breakage of glassware and bulbs) on request of the City and City agrees to pay to the Company the cost of such repairs. The cost of such repairs shall be the total cost of materials and labor plus a percentage equivalent of the company's then current fringe benefits.

SECTION 4. CHARGES

The City undertakes and agrees to pay the Company for operation and normal maintenance as hereinabove provided, said street lighting system and for supplying electrical energy thereto on the following rate schedule:

(a) $3.82 per unit per month for each 400 watt, 21,000 lumen mercury vapor lamp.

If additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The rates set forth above are based upon the current

effective rate schedule and upon normal wear and breakage. The charge for electrical energy included in the above rate is based upon Rate Schedule SL-69P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month and will become delinquent ten (10) days thereafter.

SECTION 5. FORCE MAJEURE AND LIABILITY

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

City shall hold the Company harmless from any liability incurred or resulting from the construction, operation or maintenance of the lighting system; excepting, however, any liability incurred which is the direct sole result of the negligence of the company, its agents or employees. This shall not be considered as a waiver of the City's immunity to third parties.

SECTION 6. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any

renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

CITY OF BILLINGS, a municipal corporation,

By _____
Mayor

ATTEST:

_____
City Clerk

START

Form No. 0625

NUMBER - 61

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 164

DATE: Apr. 12, 1971

FOLDER

C O N T R A C T

THIS AGREEMENT, made and entered into this 12 day of April, 1971, by and between THE MONTANA POWER COMPANY, a corporation having a division office and place of business at 113 North Broadway, Billings, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

W I T N E S S E T H:

WHEREAS, Special Improvement Lighting Maintenance District No. 164 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES.

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 16 units with 175 watt mercury vapor color improved lamps in glass enclosed post-top luminaires, mounted on steel poles for a 17 foot mounting height, to be served by underground wires, along and upon the streets and avenues named in the

Resolution creating said District.

(b) Locations: There will be 16 lighting units, spaced and located in accordance with the map of said lighting District on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP.

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION.

The Company agrees to install and operate said street lighting facilities in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM.

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES.

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175 watt mercury vapor color improved lighting unit, the sum of $4.59 per month.

The above charge shall apply only to each of the 16 lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-64P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE.

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM.

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

CITY OF BILLINGS,
a municipal corporation

Attest:

_____
City Clerk

By _____
Mayor

START

Form No. 6628

NUMBER - 62

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 165

DATE: Aug. 9, 1971

FOLDER

C O N T R A C T

THIS AGREEMENT, made and entered into this 9th day of August, 1971, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City",

W I T N E S S E T H:

WHEREAS, Special Improvement Lighting Maintenance District No. 165 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 32 units with 175-watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 25-foot mounting height, to be served by underground wires, along and upon the streets and avenues named in the Resolution creating said District.

(b) Locations: There will be 32 lighting units, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175-watt mercury vapor color improved lighting unit, the sum of $6.09 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above

rate is based upon rate schedule SL-64P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager - Billings Division

CITY OF BILLINGS,
a municipal corporation

By _____
Mayor

Attest:

_____
City Clerk

START

Form No. [illegible]

NUMBER - 63

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 167

DATE: March 13, 1972

FOLDER

C O N T R A C T

THIS AGREEMENT, made and entered into this 13 day of March, 1972, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City",

W I T N E S S E T H:

WHEREAS, Special Improvement Lighting Maintenance District No. 167 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 10 units with 175-watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 17-foot mounting height, to be served by underground wires, along and upon the streets and avenues named in the petition for creation and

resolution creating said District.

(b) Locations: There will be 10 lighting units, spaced and located in accordance with the map of said lighting District on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP.

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175-watt mercury vapor color improved lighting unit, the sum of $5.45 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-69P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become deliquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

THE CITY OF BILLINGS,
a municipal corporation

By _____
Mayor

Attest:

_____
City Clerk

START

Form No. 6625

NUMBER - 64

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 169

DATE: August 7, 1972

FOLDER

C O N T R A C T

THIS AGREEMENT, made and entered into this 7 day of August, 1972, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City",

W I T N E S S E T H:

WHEREAS, Special Improvement Lighting Maintenance District No. 169 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES.

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 2 units with 175-watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 17-foot mounting height, to be served by underground wires, along and upon the streets and avenues named in the petition for creation and

resolution creating said District.

(b) Location: There will be 2 lighting units, spaced and located in accordance with the map of said lighting District on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP.

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION.

The Company agrees to install and operate said street lighting facilities in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM.

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES.

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

> For each 175-watt mercury vapor color improved lighting unit, the sum of $5.59 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-69P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE.

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM.

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

THE CITY OF BILLINGS,
a municipal corporation

By _____
Mayor

Attest:

_____
City Clerk

START

Form No. 6623

NUMBER - 65

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 171

DATE: July 23, 1973

FOLDER

C O N T R A C T

THIS AGREEMENT, made and entered into this 23rd day of July, 1973, by and between THE MONTANA POWER COMPANY, a corporation having a division office and place of business at 113 North Broadway, Billings, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

W I T N E S S E T H:

WHEREAS, Special Improvement Lighting Maintenance District No. 171 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES:

The Company undertakes and agrees to construct and install the street lighting facilities in said district at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 24 units with 175 watt mercury vapor color improved post top lamps in enclosed luminaires mounted on

steel poles for a 17 foot mounting height, to be served by underground wires, along and upon the streets and avenues named in the resolution creating said district.

(b) Locations: There will be 24 lighting units, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the district, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175 watt mercury vapor color improved lighting unit, the sum of $ 6.31 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-69P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect

for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

CITY OF BILLINGS, a municipal corporation,

By _____
Mayor

ATTEST:

_____
City Clerk

RESOLUTION NO. 11498

A RESOLUTION CREATING SPECIAL IMPROVEMENT LIGHTING MAINTENANCE DISTRICT NO. 171 OF THE CITY OF BILLINGS, MONTANA, FOR THE PURPOSE OF SECURING AND PROVIDING ENERGY AND MAINTENANCE FOR NEW MERCURY VAPOR COLOR IMPROVED STREET LIGHTS, DESIGNATING THE NUMBER OF SAID DISTRICT, DESCRIBING THE BOUNDARIES THEREOF, STATING THE GENERAL CHARACTER OF THE IMPROVEMENTS TO BE MADE, ESTABLISHING THE ESTIMATED RATE FOR ENERGY AND MAINTENANCE THEREOF, AN APPROXIMATE ESTIMATE OF THE COST OF MAINTAINING SUCH LIGHTS AND SUPPLYING ELECTRICAL CURRENT THEREFOR FOR THE FIRST YEAR, THE PROPORTION OF THE COST TO BE ASSESSED AGAINST THE ABUTTING PROPERTY, AND THE METHOD OF ASSESSMENT OF SAID COSTS.

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WHEREAS, the City Council of the City of Billings, Montana, on July 2, 1973, passed Resolution No. 11488, a resolution of intention to create a Special Improvement Lighting Maintenance District designated as No. 171, setting the hearing on the creation of said district and hearing of protests against the extent and creation of said district, or any matter pertaining thereto, for July 23, 1973 at 7:30 P.M., and thereafter gave notice by publication and mailing, all as required by law, and at said hearing which was held at the time and place specified in said notice, all protests were heard and considered; and

WHEREAS, the City Engineer reported that persons having property to be assessed in said district, representing approximately -0- percent of the property included in said district, protested against the creation of said district; and the City Council, being satisfied that said percentage was correct and that said protests were insufficient to stop the creation of said district, after hearing and giving consideration to all protests against the creation or extent of the proposed district, or any matter pertaining thereto, overruled and denied said protests, and each of them.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

Section 1: That the City Council of the City of Billings, Montana does hereby create a Special Improvement Lighting Maintenance District, to be known and designated as Special Improvement Lighting Maintenance District No. 171 for the purpose of securing and providing energy and maintenance for new mercury vapor color improved street lights for lighting said district.

Section 2: That the boundaries of Special Improvement Lighting Maintenance District No. 171 are as set forth in Resolution of Intention No. 11488, section 2, on file in the office of the City Clerk of Billings, Montana, and by this reference are incorporated herein and made a part hereof.

Section 3: That the City Council hereby finds and determines that each of the lots, blocks, pieces and parcels of land, situated within the boundaries of said district, are especially benefited and affected by said improvements, and each and all of the lots, blocks, pieces and parcels are hereby declared to be the property to be assessed for the cost and expense of the electrical energy for and maintenance of said district.

Section 4: That the general character of the improvements to be made is hereby declared to be as described in Section 4 of said Resolution No. 11488 and is by this reference incorporated and made a part hereof.

Section 5: That the City of Billings will contract with The Montana Power Company for supplying electrical energy to and maintenance of said street lighting system, with the estimated cost thereof for the first year to be computed as follows:

(a) The rate of $29.04 per year for the electrical energy, operation and maintenance of each unit; consisting of a fixture, pole and conductor supplying energy thereto. That the Montana Power Company shall install, and at all

times own, the above described lighting fixtures, poles, cables and other incidental equipment.

Section 6: That based upon the above figures, the estimate of the cost of said district per year is the sum of $1,908.15. Due to the differences in time the lighting service starts and the time assessments can be levied, the first assessment may cover a period of operation of the district shorter or greater than one year. The estimate of the total cost of the district to be covered by the first assessment is $ 1968.15. That three-fourths (3/4) of such cost of said district shall be paid by the owners of the property within said district with each lot, parcel or piece of land within said district to be assessed for that portion of the whole cost which its area bears to the area of the entire district, exclusive of streets, avenues, alleys and public places; the other one-fourth (1/4) of such cost shall be paid by the City of Billings out of the general fund and/or such other fund or funds provided for that purpose.

Section 7: That the entire cost of said district shall be paid by an annual assessment against the property in said district and by the City of Billings, in such proportions as are designated in a preceding section for the first assessment, and in such proportions as may be hereinafter designated by the City Council for the succeeding years. That all monies derived from the collection of such assessments and from the amount so paid by the City shall be paid into a fund to be known as "Special Improvement Lighting Maintenance District No. 171 Maintenance Fund", and warrants shall be drawn on said fund for the payment of such cost of maintaining said lights and supplying electrical current therefor.

Section 8: That reference is hereby made to Resolution of Intention No. 11468, the maps, specifications, boundaries,

perimeter and data pertaining to the district, in the office of the City Clerk and the City Engineer, for further particulars, all of which are made a part hereof.

PASSED by the City Council and approved by the Mayor this 23 day of July, 1973.

APPROVED:

Joseph A. Lesne
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 11505

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK OF THE CITY OF BILLINGS, MONTANA, TO EXECUTE A CONTRACT WITH THE MONTANA POWER COMPANY, WITH AN OFFICE AT BILLINGS, MONTANA, FOR THE PURPOSE OF SUPPLYING ELECTRICAL ENERGY TO AND OPERATION AND MAINTENANCE FOR SPECIAL IMPROVEMENT LIGHTING MAINTENANCE DISTRICT NO. 171 AND FOR THE MONTANA POWER COMPANY FURNISHING ALL OF THE EQUIPMENT AND THE COST OF INSTALLATION AT ITS OWN EXPENSE.

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WHEREAS, the City Council of the City of Billings, Montana has heretofore created Special Improvement Lighting Maintenance District No. 171 for the purpose of securing and providing energy and operation and maintenance for new mercury vapor color improved street lights within said District; and

WHEREAS, the Montana Power Company has agreed to supply, install and own said street lighting facilities at its own expesne, and has agreed to furnish electrical energy to and operation and maintenance for said Special Improvement Lighting Maintenance District according to the charges set forth in the Resolution creating Special Improvement Lighting Maintenance District No. 171, and

WHEREAS, all of the terms, conditions and charges have been set forth in a contract agreed upon between the City of Billings, a municipal corporation, and The Montana Power Company.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

Section 1: That the Mayor and the City Clerk of the City of Billings, Montana, be, and they are hereby, authorized and directed to execute a contract with The Montana Power Company for the supplying, installation and owning of the street lighting facilities within Special Improvement Lighting Maintenance District No. 171 at its own expense, and for the furnishing of electrical energy to

and the operation and maintenance for said District upon the terms and conditions set forth in the contract, a copy of which contract is hereto attached and by this reference made a part hereof.

Section 2: Reference is hereby made to the Resolution creating Special Improvement Lighting Maintenance District No. 171 on file and of record in the office of the City Clerk of the City of Billings, Montana, for further particulars.

PASSED by the City Council and approved by the Mayor this 23rd day of July, 1973.

APPROVED:

/s/ Joseph A. Leone
Mayor

ATTEST:

/s/ Wm. Frey Jr.
City Clerk

START

NUMBER - 66

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 172

DATE: August 13, 1973

FOLDER

CONTRACT Resolution 1152

THIS AGREEMENT, made and entered into this 13 day of August, 1972, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City",

WITNESSETH:

WHEREAS, Special Improvement Lighting Maintenance District No. 172 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES.

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 30 units with 175-watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 25-foot mounting height, to be served by underground wires,

along and upon the streets and avenues named in the petition for creation and resolution creating said District.

(b) Location: There will be 30 lighting units, spaced and located in accordance with the map of said lighting District on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP.

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION.

The Company agrees to install and operate said street lighting facilities in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM.

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES.

The City undertakes and agrees to pay the Company for furnishing, operating, and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

> For each 175-watt mercury vapor color improved lighting unit, the sum of $7.39 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges

for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-72P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE.

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM.

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party

notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

THE CITY OF BILLINGS,
a municipal corporation

By _____
Mayor

ATTEST:

_____
City Clerk

START

Form No. 1638

NUMBER - 67

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 173

DATE: August 27, 1973

FOLDER

CONTRACT

THIS AGREEMENT, made and entered into this 24th day of Sept., 1973, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City",

WITNESSETH:

WHEREAS, Special Improvement Lighting Maintenance District No. 173 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 51 units with 175-watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 17-foot mounting height, to be served by underground wires, along and upon the streets and avenues named in the Resolution creating said District.

(b) Locations: There will be 51 lighting units, spaced and located in accordance with the map of said lighting District on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175-watt mercury vapor color improved lighting unit, the sum of $7.11 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-72P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

CITY OF BILLINGS,
a municipal corporation

Attest:

_____
City Clerk

By _____
Mayor

RESOLUTION NO. 11564

A RESOLUTION CREATING SPECIAL IMPROVEMENT LIGHTING MAINTENANCE DISTRICT NO. 173, OF THE CITY OF BILLINGS, MONTANA, FOR THE PURPOSE OF SECURING AND PROVIDING ENERGY AND MAINTENANCE FOR NEW MERCURY VAPOR COLOR IMPROVED STREET LIGHTS, DESIGNATING THE NUMBER OF SAID DISTRICT, DESCRIBING THE BOUNDARIES THEREOF, STATING THE GENERAL CHARACTER OF THE IMPROVEMENTS TO BE MADE, ESTABLISHING THE ESTIMATED RATE FOR ENERGY AND MAINTENANCE THEREOF, AN APPROXIMATE ESTIMATE OF THE COST OF MAINTAINING SUCH LIGHTS AND SUPPLYING ELECTRICAL CURRENT THEREFOR FOR THE FIRST YEAR, THE PROPORTION OF THE COST TO BE ASSESSED AGAINST THE ABUTTING PROPERTY, AND THE METHOD OF ASSESSMENT OF SAID COSTS.

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WHEREAS, the City Council of the City of Billings, Montana, on August 27, 1973, passed Resolution No. 11534, a resolution of intention to create a Special Improvement Lighting Maintenance District designated as No. 173, setting the hearing on the creation of said District and hearing of protests against the extent and creation of said District, or any matter pertaining thereto, and thereafter gave notice by publication and mailing, all as required by law, and at said hearing which was held at the time and place specified in said notice, all protests were heard and considered; and

WHEREAS, the City Council finds that the protests are insufficient to stop the creation of said District, and the protests are overruled and denied.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

Section 1: That the City Council of the City of Billings, Montana, does hereby create a Special Improvement Lighting Maintenance District, to be known and designated as Special Improvement Lighting Maintenance District No. 173 for the purpose of securing and providing energy and maintenance for new mercury vapor color improved street lights for lighting said District.

Section 2: That the boundaries of Special Improvement Lighting Maintenance District No. 173 are as set forth in Resolution of Intention No. 11534, section 2, on file in the office of the City Clerk of Billings, Montana, and by this

reference are incorporated herein and made a part hereof.

Section 3: That the City Council hereby finds and determines that each of the lots, blocks, pieces and parcels of land, situated within the boundaries of said District, are especially benefited and affected by said improvements, and each and all of the lots, blocks, pieces and parcels, more particularly described in said Resolution No. 11534 and by this reference incorporated and made a part hereof, are hereby declared to be the property to be assessed for the cost and expense of the electrical energy for and maintenance of said District.

Section 4: That the general character of the improvements to be made is hereby declared to be as described in said Reolution No. 11534 and is by this reference incorporated and made a part hereof.

Section 5: That the City of Billings will contract with The Montana Power Company for supplying electrical energy to and maintenance of said street lighting system, with the estimated cost thereof for the first year to be computed as follows:

(a) The rate of $89.58 per year for the electrical energy, operation and maintenance of each unit, consisting of a fixture, pole and conductor supplying energy thereto.

That The Montana Power Company shall install, and at all times own, the above-described lighting fixtures, poles, cables and other incidental equipment.

Section 6: That based upon the above figures, the estimate of the cost of said District per year is the sum of $4,568.88. Due to the difference in time the lighting service starts and the time assessments can be levied, the first assessment may cover a period of operation of the District shorter or greater than one year. That three-fourths (3/4) of such cost of said District shall be paid by the owners of the property within said District with each parcel of land within said District to be assessed for the front 10,169 square feet only of such parcel so that each and all parcels in the district

will be assessed the same dollar amount annually.

Section 7: That the entire cost of said District shall be paid by an annual assessment against the property in said District and by the City of Billings, in such proportions as are designated in a preceding section. That all moneys derived from the collection of such assessments and from the amount so paid by the City shall be paid into a fund to be known as "Special Improvement Lighting Maintenance District No. 173 Maintenance Fund", and warrants shall be drawn on said fund for the payment of such cost of maintaining said lights and supplying electrical current therefor.

Section 8: That reference is hereby made to Resolution of Intention No. 11534, the maps, specifications, boundaries, perimeter and data pertaining to the District, in the office of the City Clerk and the City Engineer, for further particulars, all of which are made a part hereof.

PASSED by the City Council and approved by the Mayor this 24th day of Sept., 1973.

APPROVED:

Attest:

City Clerk

Mayor

RESOLUTION NO. 11565

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK OF THE CITY OF BILLINGS, MONTANA, TO EXECUTE A CONTRACT WITH THE MONTANA POWER COMPANY, WITH AN OFFICE AT BILLINGS, MONTANA, FOR THE PURPOSE OF SUPPLYING ELECTRICAL ENERGY TO AND OPERATION AND MAINTENANCE FOR SPECIAL IMPROVEMENT LIGHTING MAINTENANCE DISTRICT NO. 173 AND FOR THE MONTANA POWER COMPANY FURNISHING ALL OF THE EQUIPMENT AND THE COST OF INSTALLATION AT ITS OWN EXPENSE.

- - - - - - - - - - - - - - - - - - - -

WHEREAS, the City Council of the City of Billings, Montana, has heretofore created Special Improvement Lighting Maintenance District No. 173 for the purpose of securing and providing energy and operation and maintenance for new mercury vapor color improved street lights within said District; and

WHEREAS, The Montana Power Company has agreed to supply, install and own said street lighting facilities at its own expense, and has agreed to furnish electrical energy to and operation and maintenance for said Special Improvement Lighting Maintenance District according to the charges set forth in the Resolution creating Special Improvement Lighting Maintenance District No. 173; and

WHEREAS, all of the terms, conditions and charges have been set forth in a contract agreed upon between the City of Billings, a municipal corporation, and The Montana Power Company.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

Section 1: That the Mayor and the City Clerk of the City of Billings, Montana, be, and they are hereby authorized and directed to execute a contract with The Montana Power Company for the supplying, installation and owning of the street lighting facilities within Special Improvement Lighting Maintenance District No. 173 at its own expense, and for the furnishing of electrical energy to and the operation and maintenance for said District upon the terms and conditions set forth in the contract, a copy of which contract is hereto attached and by this reference made a part hereof.

Section 2: Reference is hereby made to the Resolution creating Special Improvement Lighting Maintenance

District No. 173 on file and of record in the office of the City Clerk of the City of Billings, Montana, for further particulars.

PASSED by the City Council and approved by the Mayor this 24th day of Sept, 1973.

APPROVED:

Attest:

City Clerk

Mayor

START

Form No. 0828

NUMBER - 68

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 174

DATE: Nov. 5, 1973

FOLDER

CONTRACT

THIS AGREEMENT, made and entered into this 5 day of Nov., 1973, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City",

WITNESSETH:

WHEREAS, Special Improvement Lighting Maintenance District No. 174 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 42 units with 175-watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 17-foot mounting height, to be

served by underground wires, along and upon the streets and avenues named in the Resolution creating said District.

(b) Locations: There will be 42 lighting units, spaced and located in accordance with the map of said lighting District on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175-watt mercury vapor color improved lighting unit, the sum of $ 6.85 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties

hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-72P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the

expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

THE CITY OF BILLINGS,
a municipal corporation

Attest:

_____ City Clerk

By: _____ Mayor

START

Form No. 0838

NUMBER - 69

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 175

DATE: Nov. 5, 1973

FOLDER

ORDER # 42038 WRITTEN 11-30-73

DIST 175

CONTRACT

THIS AGREEMENT, made and entered into this 5 day of November, 1973, by and between THE MONTANA POWER COMPANY, a corporation having a division office and place of business at 113 North Broadway, Billings, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the Laws of the State of Montana, hereinafter called the "City";

WITNESSETH:

WHEREAS, Special Improvement Lighting Maintenance District No. 175 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said district at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 14 units with 175-watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles

17-feet mounting height, to be served by underground wires, along and upon the streets and avenues named in the resolution creating said district.

(b) Locations: There will be 14 lighting units, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the company.

Section 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the district, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175-watt mercury vapor color improved lighting unit, the sum of $7.18 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-69P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect

for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

CITY OF BILLINGS, a Municipal corporation

By _____
Mayor

ATTEST:

_____
City Clerk

START

Form No. 6028

NUMBER - 70

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 176

DATE: Nov. 26, 1973

FOLDER

ORDER # 42039 WRITTEN 11-30-73

Dist 176

CONTRACT

THIS AGREEMENT, made and entered into this 26th day of Nov, 1973, by and between THE MONTANA POWER COMPANY, a corporation having a division office and place of business at 113 North Broadway, Billings, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

WITNESSETH:

WHEREAS, Special Improvement Lighting Maintenance District No. 176 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said district; and

WHEREAS, the Company is willing to supply, install and own the facilities within said district, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said district at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 5 units with 175 watt mercury vapor color improved lamps in enclosed cobra head luminaires mounted on existing wood distribution poles at a mounting height

of 25 feet and served by overhead wiring, along and upon the streets and avenues named in the resolution creating said district.

(b) Locations: There will be 5 lighting units, spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the district, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175 watt mercury vapor color improved lighting unit, the sum of $2.71 per month.

The above charge shall apply only to each of the light-

ing units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule TL-69P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date

hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

CITY OF BILLINGS, a municipal corporation,

By _____
Mayor

ATTEST:

_____
City Clerk

START

Form No. 6625

NUMBER - 71

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 178

DATE: Feb. 4, 1974

FOLDER

CONTRACT

THIS AGREEMENT, made and entered into this 4 day of February, 1974, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City",

WITNESSETH:

WHEREAS, Special Improvement Lighting Maintenance District No. 178 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 11 units with 175-watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 17-foot mounting height, to be served by underground wires, along and upon the streets and avenues named in the Resolution creating said District.

(b) Locations: There will be ____ lighting units, spaced and located in accordance with the map of said lighting District on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175-watt mercury vapor color improved lighting unit, the sum of $ 7.79 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-72P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

Attest:

THE CITY OF BILLINGS,
a municipal corporation

_____
City Clerk

By _____
Mayor

START

Form No. 6628

NUMBER - 72

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 179

DATE: Jan. 7, 1974

FOLDER

C O N T R A C T

THIS AGREEMENT, made and entered into this 7th day of Jan, 1974, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City",

WITNESSETH:

WHEREAS, Special Improvement Lighting Maintenance District No. 174 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 22 units with 175-watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 17-foot mounting height, to be served by underground wires, along and upon the streets and avenues named in the Resolution creating said District.

(b) Locations: There will be 22 lighting units, spaced and located in accordance with the map of said lighting District on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175-watt mercury vapor color improved lighting unit, the sum of $7.13 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-72P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

Attest:

THE CITY OF BILLINGS,
a municipal corporation

_____
City Clerk

By _____
Mayor

START

Form No. 6828

NUMBER - 73

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 180

DATE: Apr. 15, 1974

FOLDER

C O N T R A C T

THIS AGREEMENT, made and entered into this 15th day of April, 1974, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City",

W I T N E S S E T H :

WHEREAS, Special Improvement Lighting Maintenance District No. 180 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 15 units with 175-watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 17-foot mounting height, to be served by underground wires, along and upon the streets and avenues named in the Resolution creating said District.

(b) Locations: There will be 15 lighting units, spaced and located in accordance with the map of said lighting District on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting faciliites in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove

provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175-watt mercury vapor color improved lighting unit, the sum of $8.46 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-72P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and

conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

THE CITY OF BILLINGS,
a municipal corporation

ATTEST:

_____
City Clerk

By _____
Mayor

START

Form No. 0828

NUMBER - 74

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 181

DATE: May 13, 1974

FOLDER

CONTRACT

THIS AGREEMENT, made and entered into this 13 day of May, 1974, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City",

W I T N E S S E T H :

WHEREAS, Special Improvement Lighting Maintenance District No. 181 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 61 units with 175-watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 25-foot mounting height, to be served by underground wires, along and upon the streets and avenues named in the Resolution creating said District.

(b) Locations: There will be 61 lighting units, spaced and located in accordance with the map of said lighting District on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting faciliites in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove

provided, said street lighting system to be constructed and owned by the Company, and for applying electrical energy thereto, as follows:

For each 175-watt mercury vapor color improved lighting unit, the sum of $8.26 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-72P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and

conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By Wm Tuschen
Manger, Billings Division

THE CITY OF BILLINGS,
a municipal corporation

ATTEST:

City Clerk

By Joseph A Leone
Mayor

RESOLUTION NO. 11722

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK OF THE CITY OF BILLINGS, MONTANA, TO EXECUTE A CONTRACT WITH THE MONTANA POWER COMPANY, WITH AN OFFICE AT BILLINGS, MONTANA, FOR THE PURPOSE OF SUPPLYING ELECTRICAL ENERGY TO AND OPERATION AND MAINTENANCE FOR SPECIAL IMPROVEMENT LIGHTING MAINTENANCE DISTRICT NO. 181 AND FOR THE MONTANA POWER COMPANY FURNISHING ALL OF THE EQUIPMENT AND THE COST OF INSTALLATION AT ITS OWN EXPENSE.

- - - - - - - - - - -

WHEREAS, the City Council of the City of Billings, Montana has heretofore created Special Improvement Lighting Maintenance District No. 181, for the purpose of securing and providing energy and operation and maintenance for new mercury vapor color improved street lights within said District; and

WHEREAS, The Montana Power Company has agreed to supply, install and own said street lighting facilities at its own expense, and has agreed to furnish electrical energy to and operation and maintenance for said Special Improvement Lighting Maintenance District according to the charges set forth in the Resolution creating Special Improvement Lighting Maintenance District No. 181, and

WHEREAS, all of the terms, conditions and charges have been set forth in a contract agreed upon between the City of Billings, a municipal corporation, and The Montana Power Company.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

Section 1: That the Mayor and the City Clerk of the City of Billings, Montana, be, and they are hereby authorized and directed to execute a contract with The Montana Power Company for the supplying, installation and owning of the street lighting facilities within Special Improvement Lighting Maintenance District No. 181, at its own expense, and for the furnishing of electrical energy to and the operation and maintenance for said District upon the terms and conditions set forth in the contract, a copy of which [illegible] hereto attached and by this reference made a part hereof.

Section 2: Reference is hereby made to the Resolution creating Special Improvement Lighting Maintenance District No. 181 on file and of record in the office of the City Clerk of the City of Billings, Montana, for further particulars.

PASSED by the City Council and approved by the Mayor this 13 day of May, 1974.

APPROVED:

ATTEST:

Mayor

City Clerk

START

Form No. [illegible]

NUMBER - 75

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 182

DATE: July 15, 1974

FOLDER

CONTRACT

THIS AGREEMENT, made and entered into this 15 day of July, 1974, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City",

WITNESSETH:

WHEREAS, Special Improvement Lighting Maintenance District No. 182 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 25 units with 175-watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 17-foot mounting height, to be served by underground wires, along and upon the streets and avenues named in the Resolution creating said District.

(b) Locations: There will be 25 lighting units, spaced and located in accordance with the map of said lighting District on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting faciliites in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove

provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175-watt mercury vapor color improved lighting unit, the sum of $8.21 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-72P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and

conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By O L Belden
Manger, Billings Division

ATTEST:

City Clerk

THE CITY OF BILLINGS,
a municipal corporation

By Joseph A Boone
Mayor

START

Form No. 6628

NUMBER - 76

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 183

DATE: July 15, 1974

FOLDER

C O N T R A C T

THIS AGREEMENT, made and entered into this 15 day of July, 1974, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City",

W I T N E S S E T H :

WHEREAS, Special Improvement Lighting Maintenance District No. 183 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 50 units with 175-watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 17-foot mounting height, to be served by underground wires, along and upon the streets and avenues named in the Resolution creating said District.

(b) Locations: There will be 50 lighting units, spaced and located in accordance with the map of said lighting District on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting faciliites in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove

provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175-watt mercury vapor color improved lighting unit, the sum of $7.63 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-72P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and

conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manger, Billings Division

ATTEST:

_____
City Clerk

THE CITY OF BILLINGS,
a municipal corporation

By _____
Mayor

START

Form No. 0622

NUMBER - 77

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 184

DATE: Dec. 16, 1974

FOLDER

CONTRACT

THIS AGREEMENT, made and entered into this 16th day of Dec, 1974, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City",

W I T N E S S E T H :

WHEREAS, Special Improvement Lighting Maintenance District No. 184 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 16 units with 175-watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 17-foot mounting height, to be served by underground wires, along and upon the streets and avenues named in the Resolution creating said District.

(b) Locations: There will be 16 lighting units, spaced and located in accordance with the map of said lighting District on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting faciliites in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove

provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175-watt mercury vapor color improved lighting unit, the sum of $9.13 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-72P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and

conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By C L Belden
Manger, Billings Division

ATTEST:

City Clerk

THE CITY OF BILLINGS,
a municipal corporation

By Joseph A. Leone
Mayor

CITY OF BILLINGS SEAL YELLOWSTONE COUNTY, MONTANA

START

Form No. [illegible]

NUMBER - 78

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 185

DATE: July 21, 1975

FOLDER

C O N T R A C T

THIS AGREEMENT, made and entered into this 21 day of July, 1975, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City",

W I T N E S S E T H :

WHEREAS, Special Improvement Lighting Maintenance District No. 185 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 6 units with 175-watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 17-foot mounting height, to be served by underground wires, along and upon the streets and avenues named in the Resolution creating said District.

(b) Locations: There will be 6 lighting units, spaced and located in accordance with the map of said lighting District on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting faciliites in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove

provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175-watt mercury vapor color improved lighting unit, the sum of $ 7.89 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-72P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and

conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By C. Belden
Manger, Billings Division

ATTEST:

THE CITY OF BILLINGS,
a municipal corporation

Lois O. Schuster
City Clerk

By Joseph A. Lowe
Mayor

CITY OF BILLINGS SEAL YELLOWSTONE COUNTY MONTANA

START

Form No. 9623

NUMBER - 79

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 186

DATE: Nov. 3, 1975

FOLDER

These banded contracts are superseded by new contracts dated August 11, 1980 and filed in numerical place.

#186 - 194 - 195 - 196 -
197 - 198 - 200 - 202 - 203

CITY OWNED

CONTRACT

THIS AGREEMENT, made and entered into this 31 day of November, 1975, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City",

W I T N E S S E T H :

The City owns sixty-three 400-watt mercury vapor street lights on steel poles with underground wiring located on Broadwater Avenue between Division Street and 8th Street West.

The City desires to maintain and repair these street lights itself but it desires to purchase the electricity for these lights from the Company.

THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS HEREBY AGREED as follows:

Section 1-OWNERSHIP, MAINTENANCE AND OPERATION

The sixty-three aforesaid street lights, the steel poles, wiring and other components constituting a part thereof shall at all times be owned, operated, maintained and repaired by the City at its own expense.

Section 2-SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to the aforesaid sixty-three street lights for the charges hereinafter specified.

Section 3-CHARGES

The City undertakes and agrees to pay the Company for supplying electrical energy for the aforesaid sixty-three street lights, as follows:

For each 400-watt mercury vapor light the sum of $2.52 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based on rate schedule SL-72P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

Bills for said electrical energy shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

Section 4-FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

Section 5-TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

THE CITY OF BILLINGS,
a municipal corporation

By _____
Mayor
President of the Council and Acting Mayor in the Absence of the Mayor

ATTEST:

_____
City Clerk

START

Form No. 8626

NUMBER - 80

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 186

DATE: Aug. 11, 1980

FOLDER

Dist. #186

CONTRACT

This Agreement, made and entered into this 11 day of August, 1980, by and between The Montana Power Company, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company," and the City of Billings, a municipal corporation, organized under the laws of the State of Montana, hereinafter called the "City";

WITNESSETH:

The City owns 58 400-watt mercury vapor streetlights on steel poles with underground wiring located on Broadwater Avenue between Division Street and 8th Street West, also known as Special Improvement Lighting District #186.

The City desires to have electrical energy and maintenance furnished for such lights; and the Company is willing and desirous of assisting in furnishing electrical energy, materials, and services for the purposes stated under the following specific conditions, covenants, considerations, and none other.

Therefore, in consideration of the promises and mutual covenants of the parties hereto, it is hereby agreed:

1. OWNERSHIP. The aforesaid street lights, poles, wiring and other components constituting a part thereof shall at all times remain the exclusive property of the City from the initial point of energy delivery, and the City shall retain and accept all responsibility and liability for said lights, poles, wiring and other components.

2. ENERGY AND MAINTENANCE OF LIGHTS. Company agrees to supply electrical energy to the point of delivery for said lights and to replace bulbs and glassware for said lights for the charges hereinafter specified.

The Company will replace bulbs and glassware within a reasonable time after receiving notice of any outage. The City shall report any outages to the Company's office in Billings, Montana. Lights shall be turned on at dusk and turned off at dawn each day during the term of this Agreement.

PLB 7/9/80

The Company agrees to provide additional repairs for the lights, other than replacement of bulbs and glassware, on request of the City, and City agrees to pay to Company the cost of such repairs. The cost of such repairs shall be the total cost of materials and labor plus a percentage equivalent of the cost of the fringe benefits, social security and unemployment taxes, self insurance costs, general overhead costs, and material handling costs, which will be calculated in accordance with the schedule of additives to be used by the Company in billing the Montana State Highway Commission for work performed during the then current year. A copy of said schedule of additives, dated April 30, 1980, is attached hereto as Appendix A, and copy of said schedule will be furnished by the Company to the City when it is periodically revised.

3. LIABILITY. The City shall hold the Company harmless from any liability incurred or resulting from the construction, operation or maintenance of the lights; excepting, however, any liability incurred which is the direct result of the negligence of the Company, its agents or employees.

4. PATROL OF THE STREETLIGHTS. The City shall, insofar as consistent with its ability, cause said lights to be patrolled for the purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The Company shall have no obligation to patrol said lights, however, nothing herein shall be construed to preclude the Company from taking care of observed outages.

5. CHARGES. The Company shall charge and the City agrees to pay for the electrical energy and the replacement of bulbs and

glassware for the lights on the following rate schedule:

~~(1) $2.56 per unit per month for 100-watt, 8550 lumen, high pressure sodium vapor lamp.~~ N/A CLS 7/3/80

~~(2) $5.02 per unit per month for 250-watt, 23,400 lumen, high pressure sodium vapor lamp.~~ N/A CLS 7/3/80

(3) $4.71 per unit per month for 400-watt, 19,100 lumen, mercury vapor lamp.

~~(4) $6.22 per unit per month for 400-watt, 42,750 lumen, high pressure sodium vapor lamp.~~ N/A CLS 7/3/80

The above charge shall apply only to the lights herein specified, and if additional lights are subsequently installed, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon Rate Schedule SL-77P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

6. FORCE MAJEURE. It is understood and agreed that the Company shall not be liable to comply with any of the terms and conditions of this Agreement where such failure is caused by acts of God, governmental regulations or orders, strikes, or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

7. TERM. This Agreement shall be and remain in force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall continue in force and effect for successive periods of two years and eleven months each, until and unless terminated by either party giving the other party notice in writing at least sixty (60) days prior to the expiration of

the initial term hereof, or any renewal thereof, of its intention to terminate this Agreement at the expiration of such initial term or any renewal.

8. PREVIOUS AGREEMENTS. This agreement supersedes any agreements previously entered into by the parties with respect to the furnishing of energy or maintenance for said lights.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By C. L. Belden
Manager, Billings Division

THE CITY OF BILLINGS,
a Municipal Corporation

By Roger Johnson
Mayor Deputy Mayor in the absence of the Mayor

ATTEST:

Bonnie J. Stark
City Clerk

CITY OF BILLINGS SEAL YELLOWSTONE COUNTY MONTANA

BS1S

THE MONTANA POWER COMPANY

ADDITIVES TO BE USED IN BILLING THE MONTANA STATE HIGHWAY COMMISSION FOR WORK PERFORMED DURING THE YEAR 1980

Company Fringe Benefits (Based on 1979 Actual Costs)	1980 Percent of Payroll
Group Life Insurance	.44
Group Hospital Insurance	2.22
Group Disability Insurance	.10
Vacation Benefits	4.74
Sick Leave Benefits	1.11
Holiday Pay	3.89
Pensions - Unfunded	.44
Pensions - Funded	6.61
Employees' Medical	.21
Workmen's Compensation	.20
Payroll Savings Plan	1.29
Educational & Recreational	.48
Miscellaneous	.09
Total Company	21.82

Social Security & Unemployment Taxes (Based on 1980 Rates)	Maximum Taxable		Adjusted to
Old Age & Survivors' Insurance	25,900	6.13	6.13
State Unemployment	7,600	2.30	* .95
Federal Unemployment	6,000	0.70	* .23
		9.13	*7.31

* Regular rates adjusted to average yearly rates to compensate for the wage exclusions in each category.

Self Insurance Against Public Liability and Property Damage		1.00
General Overhead Costs		
Consists of Overhead Costs not directly chargeable to construction accounts and includes engineering and supervision, General Office salaries and expenses, etc., applicable to direct labor	6.93	
Plus vacation benefits - 6.93 x .0474 =	.33	7.26
Material Handling Costs		
Average cost per dollar of issue for twelve months ended December 1979		5.73

Prepared by:
H. E. Hoellein
April 30, 1980

APPENDIX A

START

Form No. 0438

NUMBER - 81

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 187

DATE: July 21, 1975

FOLDER

C O N T R A C T

THIS AGREEMENT, made and entered into this 21 day of July, 1975, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City",

W I T N E S S E T H :

WHEREAS, Special Improvement Lighting Maintenance District No. 187 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 10 units with 175-watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 17-foot mounting height, to be served by underground wires, along and upon the streets and avenues named in the Resolution creating said District.

(b) Locations: There will be 10 lighting units, spaced and located in accordance with the map of said lighting District on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove

provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175-watt mercury vapor color improved lighting unit, the sum of $10.38 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-72P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter,

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and

conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By O L Belden
Manger, Billings Division

THE CITY OF BILLINGS,
a municipal corporation

ATTEST:

Lois A Schuster
City Clerk

By Joseph A Leone
Mayor

CITY OF BILLINGS SEAL YELLOWSTONE COUNTY, MONTANA

START

Form No. 0626

NUMBER - 82

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 188

DATE: July 21, 1975

FOLDER

CONTRACT

THIS AGREEMENT, made and entered into this 21 day of July, 1975, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City",

W I T N E S S E T H :

WHEREAS, Special Improvement Lighting Maintenance District No. 188 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 12 units with 175-watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 17-foot mounting height, to be served by underground wires, along and upon the streets and avenues named in the Resolution creating said District.

(b) Locations: There will be 12 lighting units, spaced and located in accordance with the map of said lighting District on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove

provided, said street lighting system to be constructed and owned by the Company, and for applying electrical energy thereto, as follows:

For each 175-watt mercury vapor color improved lighting unit, the sum of $9.64 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-72P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and

conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By C L Belden
Manger, Billings Division

THE CITY OF BILLINGS,
a municipal corporation

ATTEST:

Lois O. Schuster
City Clerk

By Joseph A. Leone
Mayor

CITY OF BILLINGS SEAL TELLOWSTONE COUNTY MONTANA

START

Form No. 8824

NUMBER - 83

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 189

DATE: July 21, 1975

FOLDER

C O N T R A C T

THIS AGREEMENT, made and entered into this 21 day of July, 1975, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City",

W I T N E S S E T H :

WHEREAS, Special Improvement Lighting Maintenance District No. 189 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 10 units with 175-watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 17-foot mounting height, to be served by underground wires, along and upon the streets and avenues named in the Resolution creating said District.

(b) Locations: There will be 10 lighting units, spaced and located in accordance with the map of said lighting District on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove

provided, said street lighting system to be constructed and owned by the Company, and for applying electrical energy thereto, as follows:

For each 175-watt mercury vapor color improved lighting unit, the sum of $9.19 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-72P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and

conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By O L Belden
Manger, Billings Division

THE CITY OF BILLINGS,
a municipal corporation

ATTEST:

Ione O. Schuster
City Clerk

By Joseph A. Lance
Mayor

CITY OF BILLINGS SEAL MONTANA

START

Form No. 0828

NUMBER - 84

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 190

DATE: July 14, 1975

FOLDER

CONTRACT

THIS AGREEMENT, made and entered into this 1st day of July, 1975, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City",

WITNESSETH:

WHEREAS, Special Improvement Lighting Maintenance District No. 190 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 52 units with 175-watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 17-foot mounting height, to be served by underground wires, along and upon the streets and avenues named in the Resolution creating said District.

(b) Locations: There will be 52 lighting units, spaced and located in accordance with the map of said lighting District on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove

provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175-watt mercury vapor color improved lighting unit, the sum of $10.01 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-72P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and

conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By C L Belden
Manger, Billings Division

ATTEST:

THE CITY OF BILLINGS,
a municipal corporation

Lois O. Schuster
City Clerk

By Joseph A Lenco
Mayor

CITY OF BILLINGS SEAL YELLOWSTONE COUNTY MONTANA

RESOLUTION NO. 11997

A RESOLUTION CREATING SPECIAL IMPROVEMENT LIGHTING MAINTENANCE DISTRICT NO. 190, OF THE CITY OF BILLINGS, MONTANA, FOR THE PURPOSE OF SECURING AND PROVIDING ENERGY AND MAINTENANCE FOR NEW MERCURY VAPOR COLOR IMPROVED STREET LIGHTS, DESIGNATING THE NUMBER OF SAID DISTRICT, DESCRIBING THE BOUNDARIES THEREOF, STATING THE GENERAL CHARACTER OF THE IMPROVEMENTS TO BE MADE, ESTABLISHING THE ESTIMATED RATE FOR ENERGY AND MAINTENANCE THEREOF, AN APPROXIMATE ESTIMATE OF THE COST OF MAINTAINING SUCH LIGHTS AND SUPPLYING ELECTRICAL CURRENT THEREFOR FOR THE FIRST YEAR, THE PROPORTION OF THE COST TO BE ASSESSED AGAINST THE ABUTTING PROPERTY, AND THE METHOD OF ASSESSMENT OF SAID COSTS.

- - - - - - - - - - -

WHEREAS, the City Council of the City of Billings, Montana, passed Resolution No. 190, a resolution of intention to create a special improvement lighting maintenance district designated as No. 190, hereinafter called the "District", setting the hearing on the creation of said District and hearing of protests against the extent and creation of said District, or any matter pertaining thereto, and thereafter gave notice by publication and mailing, all as required by law, and at said hearing which was held at the time and place specified in said notice, all protests were heard and considered; and

WHEREAS, the City Council being satisfied that the protests were insufficient to stop the creation of said District, after hearing and giving consideration to all protest against the creation or extent of the proposed District or any matter pertaining thereto, overruled and denied said protests, and each of them.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

Section 1: That the City Council of the City of Billings, Montana, does hereby create a special improvement lighting maintenance district, to be known and designated as Special Improvement Lighting Maintenance District No. 190, for the purpose of securing and providing energy and maintenance for new mercury vapor color improved street lights for lighting said District.

Section 2: That the boundaries of the District are as set forth in the said Resolution of Intention on file in the office of the City Clerk of Billings, Montana, and by this reference are incorporated herein and made a part hereof.

Section 3: That the City Council hereby finds and determines that each of the lots, blocks, pieces and parcels of land, situated within the boundaries of said District are especially benefited and affected by said improvements and are hereby declared to be the property to be assessed for the cost and expense of the electrical energy for and maintenance of said District.

Section 4: That the general character of the improvements to be made is hereby declared to be as described in said Resolution of Intention and is by this reference incorporated and made a part hereof.

Section 5: That the City of Billings will contract with The Montana Power Company for supplying electrical energy to and maintenance of said street lighting system, with the estimated cost thereof to be computed as follows:

> The rate of $120.07 per year for the electrical energy, operation and maintenance of each unit, consisting of a fixture, pole and conductor supplying energy thereto.

That The Montana Power Company shall install, and at all times own, the above described lighting fixtures, poles, cables and other incidental equipment.

Section 6: That based upon the above figures, the estimate of the cost of said District per year is the sum of $6,244.06. Due to the difference in time the lighting service starts and the time assessments can be levied, the first assessment may cover a period of operation of the District shorter or greater than one year. The estimate of the total cost of the District to be covered by the first assessment is $_____. That three-fourths (3/4) of such cost of said District shall be paid by the owners of the property within the District with each

lot, parcel or piece of land within said District to be assessed for that portion of the whole cost which its area bears to the area of the entire District, exclusive of streets, avenues, alleys and public places; the other one-fourth (1/4) of such cost shall be paid by the City of Billings out of the general fund and/or such other fund or funds provided for that purpose.

Section 7: That the entire cost of said District shall be paid by an annual assessment against the property in said District and by the City of Billings, in such proportions as are designated in a preceding section for the first year, and in such proportions as may be hereinafter designated by the City Council for the succeeding years. That all monies derived from the collection of such assessments and from the amount so paid by the City shall be paid into a fund to be known as "Special Improvement Lighting Maintenance District No. 190 Maintenance Fund", and warrants shall be drawn on said fund for the payment of such cost of maintaining said lights and supplying electrical current therefor.

Section 8: That reference is hereby made to said Resolution of Intention, the maps, specifications, boundaries, perimeter and data pertaining to the District, in the office of the City Clerk and the City Engineer, for further particulars, all of which are made a part hereof.

PASSED by the City Council and approved by the Mayor this 14 day of July, 1975.

APPROVED:

Joseph A. Leone
Mayor

Attest:

Lois B. Schuster
City Clerk

CITY OF BILLINGS SEAL YELLOWSTONE COUNTY, MONTANA

START

Form No. 0625

NUMBER - 85

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 191

DATE: Sept. 22, 1975

FOLDER

C O N T R A C T

THIS AGREEMENT, made and entered into this 22 day of September, 1975, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City",

W I T N E S S E T H :

WHEREAS, Special Improvement Lighting Maintenance District No. 191 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 17 units with 175-watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 17-foot mounting height, to be served by underground wires, along and upon the streets and avenues named in the Resolution creating said District.

(b) Locations: There will be 16 lighting units, spaced and located in accordance with the map of said lighting District on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting faciliites in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove

provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175-watt mercury vapor color improved lighting unit, the sum of $ 9.92 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-72P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and

conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By C L Belden
Manger, Billings Division

ATTEST:

THE CITY OF BILLINGS,
a municipal corporation

Lois Schuster
City Clerk

By Joseph A. Leone
Mayor

CITY OF BILLINGS SEAL TRUMBULL COUNTY MONTANA

START

Form No. 9888

NUMBER - 86

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 192

DATE: Dec. 8, 1975

FOLDER

C O N T R A C T

THIS AGREEMENT, made and entered into this 8th day of December, 1975, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City",

W I T N E S S E T H :

WHEREAS, Special Improvement Lighting Maintenance District No. 192 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 13 units with 175-watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 17-foot mounting height, to be served by underground wires, along and upon the streets and avenues named in the Resolution creating said District.

(b) Locations: There will be 13 lighting units, spaced and located in accordance with the map of said lighting District on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting faciliites in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove

provided, said street lighting system to be constructed and owned by the Company, and for applying electrical energy thereto, as follows:

For each 175-watt mercury vapor color improved lighting unit, the sum of $8.91 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-72P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and

conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By C L Belden
Manger, Billings Division

THE CITY OF BILLINGS,
a municipal corporation

ATTEST:

Lois Schuster
City Clerk

By Joseph A. Leone
Mayor

START

Form No. 8820

NUMBER - 86

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 195

DATE: Jan. 5, 1976

FOLDER

C O N T R A C T

THIS AGREEMENT, made and entered into this 5 day of January, 1976, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City",

W I T N E S S E T H :

WHEREAS, Special Improvement Lighting Maintenance District No. 193 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 32 units with 175-watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 17-foot mounting height, to be served by underground wires, along and upon the streets and avenues named in the Resolution creating said District.

(b) Locations: There will be lighting units, spaced and located in accordance with the map of said lighting District on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove

provided, said street lighting system to be constructed and owned by the Company, and for applying electrical energy thereto, as follows:

For each 175-watt mercury vapor color improved lighting unit, the sum of $9.52 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-72P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and

conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By C. L. Belden
Manager, Billings Division

THE CITY OF BILLINGS,
a municipal corporation

ATTEST:

Lois C. Schwartz
City Clerk

By Joseph A. Lesso
Mayor

START

Form No. 8828

NUMBER - 87

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 194

DATE: Aug. 11, 1980

FOLDER

Dist. #194

CONTRACT

This Agreement, made and entered into this 11 day of August, 1980, by and between The Montana Power Company, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company," and the City of Billings, a municipal corporation, organized under the laws of the State of Montana, hereinafter called the "City";

WITNESSETH:

The City owns 29 250-watt high pressure sodium streetlights on steel poles with underground wiring located on Broadwater Avenue between 18th Street West and 24th Street West, also known as Special Improvement Lighting District #194.

The City desires to have electrical energy and maintenance furnished for such lights; and the Company is willing and desirous of assisting in furnishing electrical energy, materials, and services for the purposes stated under the following specific conditions, covenants, considerations, and none other.

Therefore, in consideration of the promises and mutual covenants of the parties hereto, it is hereby agreed:

1. OWNERSHIP. The aforesaid street lights, poles, wiring and other components constituting a part thereof shall at all times remain the exclusive property of the City from the initial point of energy delivery, and the City shall retain and accept all responsibility and liability for said lights, poles, wiring and other components.

2. ENERGY AND MAINTENANCE OF LIGHTS. Company agrees to supply electrical energy to the point of delivery for said lights and to replace bulbs and glassware for said lights for the charges hereinafter specified.

The Company will replace bulbs and glassware within a reasonable time after receiving notice of any outage. The City shall report any outages to the Company's office in Billings, Montana. Lights shall be turned on at dusk and turned off at dawn each day during the term of this Agreement.

The Company agrees to provide additional repairs for the lights, other than replacement of bulbs and glassware, on request of the City, and City agrees to pay to Company the cost of such repairs. The cost of such repairs shall be the total cost of materials and labor plus a percentage equivalent of the cost of the fringe benefits, social security and unemployment taxes, self insurance costs, general overhead costs, and material handling costs, which will be calculated in accordance with the schedule of additives to be used by the Company in billing the Montana State Highway Commission for work performed during the then current year. A copy of said schedule of additives, dated April 30, 1980, is attached hereto as Appendix A, and copy of said schedule will be furnished by the Company to the City when it is periodically revised.

3. LIABILITY. The City shall hold the Company harmless from any liability incurred or resulting from the construction, operation or maintenance of the lights; excepting, however, any liability incurred which is the direct result of the negligence of the Company, its agents or employees.

4. PATROL OF THE STREETLIGHTS. The City shall, insofar as consistent with its ability, cause said lights to be patrolled for the purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The Company shall have no obligation to patrol said lights, however, nothing herein shall be construed to preclude the Company from taking care of observed outages.

5. CHARGES. The Company shall charge and the City agrees to pay for the electrical energy and the replacement of bulbs and

glassware for the lights on the following rate schedule:

~~(1) $8.56 per unit per month for 100-watt, 8550 lumen, high pressure sodium vapor lamp.~~ N/A CLB 7/3/80

(2) $5.02 per unit per month for 250-watt, 23,400 lumen, high pressure sodium vapor lamp.

~~(3) $4.71 per unit per month for 400-watt, 19,100 lumen, mercury vapor lamp.~~ N/A CLB 7/3/80

~~(4) $6.33 per unit per month for 400-watt, 42,750 lumen, high pressure sodium vapor lamp.~~ N/A CLB 7/3/80

The above charge shall apply only to the lights herein specified, and if additional lights are subsequently installed, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon Rate Schedule SL-77P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

6. FORCE MAJEURE. It is understood and agreed that the Company shall not be liable to comply with any of the terms and conditions of this Agreement where such failure is caused by acts of God, governmental regulations or orders, strikes, or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

7. TERM. This Agreement shall be and remain in force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall continue in force and effect for successive periods of two years and eleven months each, until and unless terminated by either party giving the other party notice in writing at least sixty (60) days prior to the expiration of

the initial term hereof, or any renewal thereof, of its intention to terminate this Agreement at the expiration of such initial term or any renewal.

8. PREVIOUS AGREEMENTS. This agreement supersedes any agreements previously entered into by the parties with respect to the furnishing of energy or maintenance for said lights.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

THE CITY OF BILLINGS,
a Municipal Corporation

By _____
Mayor Deputy Mayor in the absence of the Mayor

ATTEST:

_____
City Clerk

CITY OF BILLINGS SEAL YELLOWSTONE COUNTY, MONTANA

BS1T

THE MONTANA POWER COMPANY

ADDITIVES TO BE USED IN BILLING THE MONTANA STATE HIGHWAY COMMISSION FOR WORK PERFORMED DURING THE YEAR 1980

Company Fringe Benefits (Based on 1979 Actual Costs)	1980 Percent of Payroll
Group Life Insurance	.44
Group Hospital Insurance	2.22
Group Disability Insurance	.10
Vacation Benefits	4.74
Sick Leave Benefits	1.11
Holiday Pay	3.89
Pensions - Unfunded	.44
Pensions - Funded	6.61
Employees' Medical	.21
Workmen's Compensation	.20
Payroll Savings Plan	1.29
Educational & Recreational	.48
Miscellaneous	.09
Total Company	21.82

Social Security & Unemployment Taxes (Based on 1980 Rates)	Maximum Taxable		Adjusted to
Old Age & Survivors' Insurance	25,900	6.13	6.13
State Unemployment	7,600	2.30	* .95
Federal Unemployment	6,000	0.70	* .23
		9.13	*7.31

* Regular rates adjusted to average yearly rates to compensate for the wage exclusions in each category.

Self Insurance Against Public Liability and Property Damage		1.00
General Overhead Costs		
Consists of Overhead Costs not directly chargeable to construction accounts and includes engineering and supervision, General Office salaries and expenses, etc., applicable to direct labor	6.93	
Plus vacation benefits - 6.93 x .0474 =	.33	7.26
Material Handling Costs		
Average cost per dollar of issue for twelve months ended December 1979		5.73

Prepared by:
H. E. Hoellein
April 30, 1980

APPENDIX A

START

Form No. 0828

NUMBER - 88

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 195

DATE: Aug. 11, 1980

FOLDER

Dist #195

CONTRACT

This Agreement, made and entered into this 11 day of August, 1980, by and between The Montana Power Company, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company," and the City of Billings, a municipal corporation, organized under the laws of the State of Montana, hereinafter called the "City";

WITNESSETH:

The City owns 17 250-watt high pressure sodium streetlights on steel poles with underground wiring located on 15th Street West between Broadwater Avenue and Central Avenue, also known as Special Improvement Lighting District #195.

The City desires to have electrical energy and maintenance furnished for such lights; and the Company is willing and desirous of assisting in furnishing electrical energy, materials, and services for the purposes stated under the following specific conditions, covenants, considerations, and none other.

Therefore, in consideration of the promises and mutual covenants of the parties hereto, it is hereby agreed:

1. OWNERSHIP. The aforesaid street lights, poles, wiring and other components constituting a part thereof shall at all times remain the exclusive property of the City from the initial point of energy delivery, and the City shall retain and accept all responsibility and liability for said lights, poles, wiring and other components.

2. ENERGY AND MAINTENANCE OF LIGHTS. Company agrees to supply electrical energy to the point of delivery for said lights and to replace bulbs and glassware for said lights for the charges hereinafter specified.

The Company will replace bulbs and glassware within a reasonable time after receiving notice of any outage. The City shall report any outages to the Company's office in Billings, Montana. Lights shall be turned on at dusk and turned off at dawn each day during the term of this Agreement.

The Company agrees to provide additional repairs for the lights, other than replacement of bulbs and glassware, on request of the City, and City agrees to pay to Company the cost of such repairs. The cost of such repairs shall be the total cost of materials and labor plus a percentage equivalent of the cost of the fringe benefits, social security and unemployment taxes, self insurance costs, general overhead costs, and material handling costs, which will be calculated in accordance with the schedule of additives to be used by the Company in billing the Montana State Highway Commission for work performed during the then current year. A copy of said schedule of additives, dated April 30, 1980, is attached hereto as Appendix A, and copy of said schedule will be furnished by the Company to the City when it is periodically revised.

3. LIABILITY. The City shall hold the Company harmless from any liability incurred or resulting from the construction, operation or maintenance of the lights; excepting, however, any liability incurred which is the direct result of the negligence of the Company, its agents or employees.

4. PATROL OF THE STREETLIGHTS. The City shall, insofar as consistent with its ability, cause said lights to be patrolled for the purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The Company shall have no obligation to patrol said lights, however, nothing herein shall be construed to preclude the Company from taking care of observed outages.

5. CHARGES. The Company shall charge and the City agrees to pay for the electrical energy and the replacement of bulbs and

glassware for the lights on the following rate schedule:

~~(1) $2.56 per unit~~ per month for 100-watt, 8550 lumen, high pressure ~~sodium vapor lamp~~. N/A CLS 7/3/80

(2) $5.02 per unit per month for 250-watt, 23,400 lumen, high pressure sodium vapor lamp.

~~(3) $4.71 per~~ unit per month for 400-watt, 19,100 lumen, ~~mercury vapor lamp~~. N/A CLS 7/3/80

~~(4) $6.22 per unit~~ per month for 400-watt, 42,750 lumen, high pressure ~~sodium vapor lamp~~. N/A CLS 7/3/80

The above charge shall apply only to the lights herein specified, and if additional lights are subsequently installed, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon Rate Schedule SL-77P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

6. FORCE MAJEURE. It is understood and agreed that the Company shall not be liable to comply with any of the terms and conditions of this Agreement where such failure is caused by acts of God, governmental regulations or orders, strikes, or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

7. TERM. This Agreement shall be and remain in force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall continue in force and effect for successive periods of two years and eleven months each, until and unless terminated by either party giving the other party notice in writing at least sixty (60) days prior to the expiration of

the initial term hereof, or any renewal thereof, of its intention to terminate this Agreement at the expiration of such initial term or any renewal.

8. PREVIOUS AGREEMENTS. This agreement supersedes any agreements previously entered into by the parties with respect to the furnishing of energy or maintenance for said lights.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

THE CITY OF BILLINGS,
a Municipal Corporation

By _____
Mayor Deputy Mayor in the absence of the Mayor

ATTEST:

_____
City Clerk

CITY OF BILLINGS SEAL YELLOWSTONE COUNTY, MONTANA

BS1U

THE MONTANA POWER COMPANY

ADDITIVES TO BE USED IN BILLING THE MONTANA STATE HIGHWAY COMMISSION FOR WORK PERFORMED DURING THE YEAR 1980

Company Fringe Benefits (Based on 1979 Actual Costs)	1980 Percent of Payroll
Group Life Insurance	.44
Group Hospital Insurance	2.22
Group Disability Insurance	.10
Vacation Benefits	4.74
Sick Leave Benefits	1.11
Holiday Pay	3.89
Pensions - Unfunded	.44
Pensions - Funded	6.61
Employees' Medical	.21
Workmen's Compensation	.20
Payroll Savings Plan	1.29
Educational & Recreational	.48
Miscellaneous	.09
Total Company	21.82

Social Security & Unemployment Taxes (Based on 1980 Rates)	Maximum Taxable		Adjusted to
Old Age & Survivors' Insurance	25,900	6.13	6.13
State Unemployment	7,600	2.30	* .95
Federal Unemployment	6,000	0.70	* .23
		9.13	*7.31

* Regular rates adjusted to average yearly rates to compensate for the wage exclusions in each category.

Self Insurance Against Public Liability and Property Damage		1.00
General Overhead Costs		
Consists of Overhead Costs not directly chargeable to construction accounts and includes engineering and supervision, General Office salaries and expenses, etc., applicable to direct labor	6.93	
Plus vacation benefits - 6.93 x .0474 =	.33	7.26
Material Handling Costs		
Average cost per dollar of issue for twelve months ended December 1979		5.73

Prepared by:
H. E. Hoellein
April 30, 1980

APPENDIX A

START

Form No. 6626

NUMBER - 89

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 196

DATE: Aug. 11, 1980

FOLDER

Dist. # 196

CONTRACT

This Agreement, made and entered into this 11 day of August, 1980, by and between The Montana Power Company, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company," and the City of Billings, a municipal corporation, organized under the laws of the State of Montana, hereinafter called the "City";

WITNESSETH:

The City owns 15 100-watt high pressure sodium streetlights on steel poles with underground wiring located on Custer Avenue and Terry Avenue between 10th Street West and 11th Street West, also known as Special Improvement Lighting District #196.

The City desires to have electrical energy and maintenance furnished for such lights; and the Company is willing and desirous of assisting in furnishing electrical energy, materials, and services for the purposes stated under the following specific conditions, covenants, considerations, and none other.

Therefore, in consideration of the promises and mutual covenants of the parties hereto, it is hereby agreed:

1. OWNERSHIP. The aforesaid street lights, poles, wiring and other components constituting a part thereof shall at all times remain the exclusive property of the City from the initial point of energy delivery, and the City shall retain and accept all responsibility and liability for said lights, poles, wiring and other components.

2. ENERGY AND MAINTENANCE OF LIGHTS. Company agrees to supply electrical energy to the point of delivery for said lights and to replace bulbs and glassware for said lights for the charges hereinafter specified.

The Company will replace bulbs and glassware within a reasonable time after receiving notice of any outage. The City shall report any outages to the Company's office in Billings, Montana. Lights shall be turned on at dusk and turned off at dawn each day during the term of this Agreement.

The Company agrees to provide additional repairs for the lights, other than replacement of bulbs and glassware, on request of the City, and City agrees to pay to Company the cost of such repairs. The cost of such repairs shall be the total cost of materials and labor plus a percentage equivalent of the cost of the fringe benefits, social security and unemployment taxes, self insurance costs, general overhead costs, and material handling costs, which will be calculated in accordance with the schedule of additives to be used by the Company in billing the Montana State Highway Commission for work performed during the then current year. A copy of said schedule of additives, dated April 30, 1980, is attached hereto as Appendix A, and copy of said schedule will be furnished by the Company to the City when it is periodically revised.

3. LIABILITY. The City shall hold the Company harmless from any liability incurred or resulting from the construction, operation or maintenance of the lights; excepting, however, any liability incurred which is the direct result of the negligence of the Company, its agents or employees.

4. PATROL OF THE STREETLIGHTS. The City shall, insofar as consistent with its ability, cause said lights to be patrolled for the purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The Company shall have no obligation to patrol said lights, however, nothing herein shall be construed to preclude the Company from taking care of observed outages.

5. CHARGES. The Company shall charge and the City agrees to pay for the electrical energy and the replacement of bulbs and

glassware for the lights on the following rate schedule:

(1) $2.56 per unit per month for 100-watt, 8550 lumen, high pressure sodium vapor lamp.

~~(2) $5.02 per unit per month for 250-watt, 23,400 lumen, high pressure sodium vapor lamp.~~ N/A CLS 7/3/80

~~(3) $4.71 per unit per month for 400-watt, 19,100 lumen, mercury vapor lamp.~~ N/A CLS 7/3/80

~~(4) $6.22 per unit per month for 400-watt, 42,750 lumen, high pressure sodium vapor lamp.~~ N/A CLS 7/3/80

The above charge shall apply only to the lights herein specified, and if additional lights are subsequently installed, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon Rate Schedule SL-77P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

6. FORCE MAJEURE. It is understood and agreed that the Company shall not be liable to comply with any of the terms and conditions of this Agreement where such failure is caused by acts of God, governmental regulations or orders, strikes, or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

7. TERM. This Agreement shall be and remain in force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall continue in force and effect for successive periods of two years and eleven months each, until and unless terminated by either party giving the other party notice in writing at least sixty (60) days prior to the expiration of

the initial term hereof, or any renewal thereof, of its intention to terminate this Agreement at the expiration of such initial term or any renewal.

8. PREVIOUS AGREEMENTS. This agreement supersedes any agreements previously entered into by the parties with respect to the furnishing of energy or maintenance for said lights.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

THE CITY OF BILLINGS,
a Municipal Corporation

By _____
Mayor Deputy Mayor in the absence of the Mayor

ATTEST:

_____
City Clerk

CITY OF BILLINGS SEAL YELLOWSTONE COUNTY, MONTANA

BS1V

THE MONTANA POWER COMPANY

ADDITIVES TO BE USED IN BILLING THE MONTANA STATE HIGHWAY COMMISSION FOR WORK PERFORMED DURING THE YEAR 1980

Company Fringe Benefits (Based on 1979 Actual Costs)	1980 Percent of Payroll
Group Life Insurance	.44
Group Hospital Insurance	2.22
Group Disability Insurance	.10
Vacation Benefits	4.74
Sick Leave Benefits	1.11
Holiday Pay	3.89
Pensions - Unfunded	.44
Pensions - Funded	6.61
Employees' Medical	.21
Workmen's Compensation	.20
Payroll Savings Plan	1.29
Educational & Recreational	.48
Miscellaneous	.09
Total Company	21.82

Social Security & Unemployment Taxes (Based on 1980 Rates)	Maximum Taxable		Adjusted to
Old Age & Survivors' Insurance	25,900	6.13	6.13
State Unemployment	7,600	2.30	* .95
Federal Unemployment	6,000	0.70	* .23
		9.13	*7.31

* Regular rates adjusted to average yearly rates to compensate for the wage exclusions in each category.

Self Insurance Against Public Liability and Property Damage		1.00
General Overhead Costs		
Consists of Overhead Costs not directly chargeable to construction accounts and includes engineering and supervision, General Office salaries and expenses, etc., applicable to direct labor	6.93	
Plus vacation benefits - 6.93 x .0474 =	.33	7.26
Material Handling Costs		
Average cost per dollar of issue for twelve months ended December 1979		5.73

Prepared by:
H. E. Hoellein
April 30, 1980

APPENDIX A

START

Form No. 9888

NUMBER - 90

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 197

DATE: Aug. 11, 1980

FOLDER

Dist. # 197

CONTRACT

This Agreement, made and entered into this 11 day of August, 1980, by and between The Montana Power Company, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company," and the City of Billings, a municipal corporation, organized under the laws of the State of Montana, hereinafter called the "City";

WITNESSETH:

The City owns 15 100-watt high pressure sodium streetlights on steel poles with underground wiring located on Custer Avenue between 8th Street West and 10th Street West, also known as Special Improvement Lighting District #197.

The City desires to have electrical energy and maintenance furnished for such lights; and the Company is willing and desirous of assisting in furnishing electrical energy, materials, and services for the purposes stated under the following specific conditions, covenants, considerations, and none other.

Therefore, in consideration of the promises and mutual covenants of the parties hereto, it is hereby agreed:

1. OWNERSHIP. The aforesaid street lights, poles, wiring and other components constituting a part thereof shall at all times remain the exclusive property of the City from the initial point of energy delivery, and the City shall retain and accept all responsibility and liability for said lights, poles, wiring and other components.

2. ENERGY AND MAINTENANCE OF LIGHTS. Company agrees to supply electrical energy to the point of delivery for said lights and to replace bulbs and glassware for said lights for the charges hereinafter specified.

The Company will replace bulbs and glassware within a reasonable time after receiving notice of any outage. The City shall report any outages to the Company's office in Billings, Montana. Lights shall be turned on at dusk and turned off at dawn each day during the term of this Agreement.

GLS 7/9/80

The Company agrees to provide additional repairs for the lights, other than replacement of bulbs and glassware, on request of the City, and City agrees to pay to Company the cost of such repairs. The cost of such repairs shall be the total cost of materials and labor plus a percentage equivalent of the cost of the fringe benefits, social security and unemployment taxes, self insurance costs, general overhead costs, and material handling costs, which will be calculated in accordance with the schedule of additives to be used by the Company in billing the Montana State Highway Commission for work performed during the then current year. A copy of said schedule of additives, dated April 30, 1980, is attached hereto as Appendix A, and copy of said schedule will be furnished by the Company to the City when it is periodically revised.

3. LIABILITY. The City shall hold the Company harmless from any liability incurred or resulting from the construction, operation or maintenance of the lights; excepting, however, any liability incurred which is the direct result of the negligence of the Company, its agents or employees.

4. PATROL OF THE STREETLIGHTS. The City shall, insofar as consistent with its ability, cause said lights to be patrolled for the purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The Company shall have no obligation to patrol said lights, however, nothing herein shall be construed to preclude the Company from taking care of observed outages.

5. CHARGES. The Company shall charge and the City agrees to pay for the electrical energy and the replacement of bulbs and

glassware for the lights on the following rate schedule:

(1) $2.56 per unit per month for 100-watt, 8550 lumen, high pressure sodium vapor lamp.

~~(2) $5.02 per unit per month for 250-watt, 23,400 lumen, high pressure sodium vapor lamp.~~ N/A CLS 7/3/80

~~(3) $4.71 per unit per month for 400-watt, 19,100 lumen, mercury vapor lamp.~~ N/A CLS 7/3/80

~~(4) $6.22 per unit per month for 400-watt, 42,750 lumen, high pressure sodium vapor lamp.~~ N/A CLS 7/3/80

The above charge shall apply only to the lights herein specified, and if additional lights are subsequently installed, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon Rate Schedule SL-77P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

6. FORCE MAJEURE. It is understood and agreed that the Company shall not be liable to comply with any of the terms and conditions of this Agreement where such failure is caused by acts of God, governmental regulations or orders, strikes, or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

7. TERM. This Agreement shall be and remain in force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall continue in force and effect for successive periods of two years and eleven months each, until and unless terminated by either party giving the other party notice in writing at least sixty (60) days prior to the expiration of

the initial term hereof, or any renewal thereof, of its intention to terminate this Agreement at the expiration of such initial term or any renewal.

8. PREVIOUS AGREEMENTS. This agreement supersedes any agreements previously entered into by the parties with respect to the furnishing of energy or maintenance for said lights.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By C. L. Selden
Manager, Billings Division

THE CITY OF BILLINGS,
a Municipal Corporation

By Lyal Johnson
~~Mayor~~ Deputy Mayor in the absence of the Mayor

ATTEST:

Donnie J. Stark
City Clerk

CITY OF BILLINGS SEAL YELLOWSTONE COUNTY, MONTANA

BS1W

THE MONTANA POWER COMPANY

ADDITIVES TO BE USED IN BILLING THE MONTANA STATE HIGHWAY COMMISSION FOR WORK PERFORMED DURING THE YEAR 1980

Company Fringe Benefits (Based on 1979 Actual Costs)	1980 Percent of Payroll
Group Life Insurance	.44
Group Hospital Insurance	2.22
Group Disability Insurance	.10
Vacation Benefits	4.74
Sick Leave Benefits	1.11
Holiday Pay	3.89
Pensions - Unfunded	.44
Pensions - Funded	6.61
Employees' Medical	.21
Workmen's Compensation	.20
Payroll Savings Plan	1.29
Educational & Recreational	.48
Miscellaneous	.09
Total Company	21.82

Social Security & Unemployment Taxes (Based on 1980 Rates)	Maximum Taxable		Adjusted to
Old Age & Survivors' Insurance	25,900	6.13	6.13
State Unemployment	7,600	2.30	* .95
Federal Unemployment	6,000	0.70	* .23
		9.13	*7.31

* Regular rates adjusted to average yearly rates to compensate for the wage exclusions in each category.

Self Insurance Against Public Liability and Property Damage		1.00
General Overhead Costs		
Consists of Overhead Costs not directly chargeable to construction accounts and includes engineering and supervision, General Office salaries and expenses, etc., applicable to direct labor	6.93	
Plus vacation benefits - 6.93 x .0474 =	.33	7.26
Material Handling Costs		
Average cost per dollar of issue for twelve months ended December 1979		5.72

Prepared by:
H. E. Hoeilein
April 30, 1980

APPENDIX A

START

Form No. 0838

NUMBER-91

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 198

DATE: Feb. 14, 1977

FOLDER

C O N T R A C T

THIS AGREEMENT, made and entered into this 14th day of February, 1977 by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City".

W I T N E S S E T H :

WHEREAS, Special Improvement Lighting Maintenance District No. 198 (Luther Circle) has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED as follows:

SECTION 1 INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 5 units with 175-watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 17-foot mounting height, to be served by underground wires, along and upon the streets and

avenues named in the Resolution creating said District.

(b) Locations: There will be 5 lighting units, spaced and located in accordance with the map of said lighting District on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175-watt mercury vapor color improved lighting unit, the sum of $11.39 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-72P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By C L Belden
Manager, Billings Division

THE CITY OF BILLINGS
a municipal corporation

ATTEST:

[illegible] by
City Clerk
Dorothy J. Clark
Deputy City Clerk

By Joseph A. Leone
Mayor

CITY OF BILLINGS
SEAL
[illegible] COUNTY, MONTANA

START

Form No. 9626

NUMBER-92

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 200

DATE: Aug. 11, 1980

FOLDER

Dist. # 200.

CONTRACT

This Agreement, made and entered into this 11 day of August, 1980, by and between The Montana Power Company, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company," and the City of Billings, a municipal corporation, organized under the laws of the State of Montana, hereinafter called the "City";

WITNESSETH:

The City owns 16 100-watt high pressure sodium streetlights on steel poles with underground wiring located on Terry Avenue and Miles Avenue between 11th Street West and 12th Street West, also known as Special Improvement Lighting District #200.

The City desires to have electrical energy and maintenance furnished for such lights; and the Company is willing and desirous of assisting in furnishing electrical energy, materials, and services for the purposes stated under the following specific conditions, covenants, considerations, and none other.

Therefore, in consideration of the promises and mutual covenants of the parties hereto, it is hereby agreed:

1. OWNERSHIP. The aforesaid street lights, poles, wiring and other components constituting a part thereof shall at all times remain the exclusive property of the City from the initial point of energy delivery, and the City shall retain and accept all responsibility and liability for said lights, poles, wiring and other components.

2. ENERGY AND MAINTENANCE OF LIGHTS. Company agrees to supply electrical energy to the point of delivery for said lights and to replace bulbs and glassware for said lights for the charges hereinafter specified.

The Company will replace bulbs and glassware within a reasonable time after receiving notice of any outage. The City shall report any outages to the Company's office in Billings, Montana. Lights shall be turned on at dusk and turned off at dawn each day during the term of this Agreement.

The Company agrees to provide additional repairs for the lights, other than replacement of bulbs and glassware, on request of the City, and City agrees to pay to Company the cost of such repairs. The cost of such repairs shall be the total cost of materials and labor plus a percentage equivalent of the cost of the fringe benefits, social security and unemployment taxes, self insurance costs, general overhead costs, and material handling costs, which will be calculated in accordance with the schedule of additives to be used by the Company in billing the Montana State Highway Commission for work performed during the then current year. A copy of said schedule of additives, dated April 30, 1980, is attached hereto as Appendix A, and copy of said schedule will be furnished by the Company to the City when it is periodically revised.

3. LIABILITY. The City shall hold the Company harmless from any liability incurred or resulting from the construction, operation or maintenance of the lights; excepting, however, any liability incurred which is the direct result of the negligence of the Company, its agents or employees.

4. PATROL OF THE STREETLIGHTS. The City shall, insofar as consistent with its ability, cause said lights to be patrolled for the purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The Company shall have no obligation to patrol said lights, however, nothing herein shall be construed to preclude the Company from taking care of observed outages.

5. CHARGES. The Company shall charge and the City agrees to pay for the electrical energy and the replacement of bulbs and

glassware for the lights on the following rate schedule:

(1) $2.56 per unit per month for 100-watt, 8550 lumen, high pressure sodium vapor lamp.

~~(2) $5.02 per unit per month for 250-watt, 23,400 lumen, high pressure sodium vapor lamp.~~ N/A GLS 7/3/80

~~(3) $4.71 per unit per month for 400-watt, 19,100 lumen, mercury vapor lamp.~~ N/A GLS 7/3/80

~~(4) $6.22 per unit per month for 400-watt, 42,750 lumen, high pressure sodium vapor lamp.~~ N/A GLS 7/3/80

The above charge shall apply only to the lights herein specified, and if additional lights are subsequently installed, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon Rate Schedule SL-77P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

6. FORCE MAJEURE. It is understood and agreed that the Company shall not be liable to comply with any of the terms and conditions of this Agreement where such failure is caused by acts of God, governmental regulations or orders, strikes, or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

7. TERM. This Agreement shall be and remain in force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall continue in force and effect for successive periods of two years and eleven months each, until and unless terminated by either party giving the other party notice in writing at least sixty (60) days prior to the expiration of

the initial term hereof, or any renewal thereof, of its intention to terminate this Agreement at the expiration of such initial term or any renewal.

8. PREVIOUS AGREEMENTS. This agreement supersedes any agreements previously entered into by the parties with respect to the furnishing of energy or maintenance for said lights.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

THE CITY OF BILLINGS,
a Municipal Corporation

By _____
Mayor Deputy Mayor in the absence of the Mayor

ATTEST:

_____
City Clerk

CITY OF BILLINGS SEAL YELLOWSTONE COUNTY MONTANA

BS1X

THE MONTANA POWER COMPANY

ADDITIVES TO BE USED IN BILLING THE MONTANA STATE HIGHWAY COMMISSION FOR WORK PERFORMED DURING THE YEAR 1980

Company Fringe Benefits (Based on 1979 Actual Costs)	1980 Percent of Payroll
Group Life Insurance	.44
Group Hospital Insurance	2.22
Group Disability Insurance	.10
Vacation Benefits	4.74
Sick Leave Benefits	1.11
Holiday Pay	3.89
Pensions - Unfunded	.44
Pensions - Funded	6.61
Employees' Medical	.21
Workmen's Compensation	.20
Payroll Savings Plan	1.29
Educational & Recreational	.48
Miscellaneous	.09
Total Company	21.82

Social Security & Unemployment Taxes (Based on 1980 Rates)	Maximum Taxable		Adjusted to
Old Age & Survivors' Insurance	25,900	6.13	6.13
State Unemployment	7,600	2.30	* .95
Federal Unemployment	6,000	0.70	* .23
		9.13	*7.31

* Regular rates adjusted to average yearly rates to compensate for the wage exclusions in each category.

Self Insurance Against Public Liability and Property Damage		1.00
General Overhead Costs		
Consists of Overhead Costs not directly chargeable to construction accounts and includes engineering and supervision, General Office salaries and expenses, etc., applicable to direct labor	6.93	
Plus vacation benefits - 6.93 x .0474 =	.33	7.26
Material Handling Costs		
Average cost per dollar of issue for twelve months ended December 1979		5.73

Prepared by:
H. E. Hoellein
April 30, 1980

APPENDIX A

START

Form No. 6026

NUMBER-93

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 201

DATE: Dec. 12, 1977

FOLDER

C O N T R A C T

THIS AGREEMENT, made and entered into this 12 day of December, 1977, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City",

W I T N E S S E T H :

WHEREAS, Special Improvement Lighting Maintenance District No. 201 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 21 units with 175-watt mercury vapor color improved lamps in enclosed luminaires mounted on steel poles for a 17-foot mounting height, to be served by underground wires, along and upon the streets and avenues named in the Resolution creat-

ing said District.

(b) Locations: There will be 21 lighting units, spaced and located in accordance with the map of said lighting District on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175-watt mercury vapor color improved lighting unit, the sum of $10.07 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-72P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destriction of property, or without being limited to the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and elven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to term-

inate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

THE CITY OF BILLINGS,
a municipal corporation

ATTEST:

_____ By _____
City Clerk Mayor

SEAL

START

Form No. 8825

NUMBER - 94

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 202

DATE: Aug. 11, 1980

FOLDER

Dist # 202

CONTRACT

This Agreement, made and entered into this 11 day of August, 1980, by and between The Montana Power Company, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company," and the City of Billings, a municipal corporation, organized under the laws of the State of Montana, hereinafter called the "City";

WITNESSETH:

The City owns 42 400-watt high pressure sodium streetlights on steel poles with underground wiring located on 24th Street West between Grand Avenue and Central Avenue, also known as Special Improvement Lighting District #202.

The City desires to have electrical energy and maintenance furnished for such lights; and the Company is willing and desirous of assisting in furnishing electrical energy, materials, and services for the purposes stated under the following specific conditions, covenants, considerations, and none other.

Therefore, in consideration of the promises and mutual covenants of the parties hereto, it is hereby agreed:

1. OWNERSHIP. The aforesaid street lights, poles, wiring and other components constituting a part thereof shall at all times remain the exclusive property of the City from the initial point of energy delivery, and the City shall retain and accept all responsibility and liability for said lights, poles, wiring and other components.

2. ENERGY AND MAINTENANCE OF LIGHTS. Company agrees to supply electrical energy to the point of delivery for said lights and to replace bulbs and glassware for said lights for the charges hereinafter specified.

The Company will replace bulbs and glassware within a reasonable time after receiving notice of any outage. The City shall report any outages to the Company's office in Billings, Montana. Lights shall be turned on at dusk and turned off at dawn each day during the term of this Agreement.

The Company agrees to provide additional repairs for the lights, other than replacement of bulbs and glassware, on request of the City, and City agrees to pay to Company the cost of such repairs. The cost of such repairs shall be the total cost of materials and labor plus a percentage equivalent of the cost of the fringe benefits, social security and unemployment taxes, self insurance costs, general overhead costs, and material handling costs, which will be calculated in accordance with the schedule of additives to be used by the Company in billing the Montana State Highway Commission for work performed during the then current year. A copy of said schedule of additives, dated April 30, 1980, is attached hereto as Appendix A, and copy of said schedule will be furnished by the Company to the City when it is periodically revised.

3. LIABILITY. The City shall hold the Company harmless from any liability incurred or resulting from the construction, operation or maintenance of the lights; excepting, however, any liability incurred which is the direct result of the negligence of the Company, its agents or employees.

4. PATROL OF THE STREETLIGHTS. The City shall, insofar as consistent with its ability, cause said lights to be patrolled for the purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The Company shall have no obligation to patrol said lights, however, nothing herein shall be construed to preclude the Company from taking care of observed outages.

5. CHARGES. The Company shall charge and the City agrees to pay for the electrical energy and the replacement of bulbs and

glassware for the lights on the following rate schedule:

~~(1) $2.56 per unit per month for 100-watt, 8550 lumen, high pressure sodium vapor lamp.~~ N/A CLS 7/3/80

~~(2) $5.02 per unit per month for 250-watt, 23,400 lumen, high pressure sodium vapor lamp.~~ N/A CLS 7/3/80

~~(3) $4.71 per unit per month for 400-watt, 19,100 lumen, mercury vapor lamp.~~ N/A CLS 7/3/80

(4) $6.22 per unit per month for 400-watt, 42,750 lumen, high pressure sodium vapor lamp.

The above charge shall apply only to the lights herein specified, and if additional lights are subsequently installed, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon Rate Schedule SL-77P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

6. FORCE MAJEURE. It is understood and agreed that the Company shall not be liable to comply with any of the terms and conditions of this Agreement where such failure is caused by acts of God, governmental regulations or orders, strikes, or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

7. TERM. This Agreement shall be and remain in force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall continue in force and effect for successive periods of two years and eleven months each, until and unless terminated by either party giving the other party notice in writing at least sixty (60) days prior to the expiration of

the initial term hereof, or any renewal thereof, of its intention to terminate this Agreement at the expiration of such initial term or any renewal.

8. PREVIOUS AGREEMENTS. This agreement supersedes any agreements previously entered into by the parties with respect to the furnishing of energy or maintenance for said lights.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

THE CITY OF BILLINGS,
a Municipal Corporation

By _____
~~Mayor~~ Deputy Mayor in the absence of the Mayor

ATTEST:

_____
~~City~~ Clerk

CITY OF BILLINGS SEAL YELLOWSTONE COUNTY, MONTANA

BS1Y

THE MONTANA POWER COMPANY

ADDITIVES TO BE USED IN BILLING THE MONTANA STATE HIGHWAY COMMISSION FOR WORK PERFORMED DURING THE YEAR 1980

Company Fringe Benefits (Based on 1979 Actual Costs)	1980 Percent of Payroll
Group Life Insurance	.44
Group Hospital Insurance	2.22
Group Disability Insurance	.10
Vacation Benefits	4.74
Sick Leave Benefits	1.11
Holiday Pay	3.89
Pensions - Unfunded	.44
Pensions - Funded	6.61
Employees' Medical	.21
Workmen's Compensation	.20
Payroll Savings Plan	1.29
Educational & Recreational	.48
Miscellaneous	.09
Total Company	21.82

Social Security & Unemployment Taxes (Based on 1980 Rates)	Maximum Taxable		Adjusted to
Old Age & Survivors' Insurance	25,900	6.13	6.13
State Unemployment	7,600	2.30	* .95
Federal Unemployment	6,000	0.70	* .23
		9.13	*7.31

* Regular rates adjusted to average yearly rates to compensate for the wage exclusions in each category.

Self Insurance Against Public Liability and Property Damage		1.00
General Overhead Costs		
Consists of Overhead Costs not directly chargeable to construction accounts and includes engineering and supervision, General Office salaries and expenses, etc., applicable to direct labor	6.93	
Plus vacation benefits - 6.93 x .0474 =	.33	7.26
Material Handling Costs		
Average cost per dollar of issue for twelve months ended December 1979		5.73

Prepared by:
H. E. Hoellein
April 30, 1980

APPENDIX A

START

Form No. 0828

NUMBER-95

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 203

DATE: Aug. 11, 1980

FOLDER

Dist # 203

CONTRACT

This Agreement, made and entered into this 11 day of August, 1980, by and between The Montana Power Company, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company," and the City of Billings, a municipal corporation, organized under the laws of the State of Montana, hereinafter called the "City";

WITNESSETH:

The City owns 4 100-watt high pressure sodium streetlights on steel poles with underground wiring located on North 13th Street between 6th Avenue North and Park Place, also known as Special Improvement Lighting District #203.

The City desires to have electrical energy and maintenance furnished for such lights; and the Company is willing and desirous of assisting in furnishing electrical energy, materials, and services for the purposes stated under the following specific conditions, covenants, considerations, and none other.

Therefore, in consideration of the promises and mutual covenants of the parties hereto, it is hereby agreed:

1. OWNERSHIP. The aforesaid street lights, poles, wiring and other components constituting a part thereof shall at all times remain the exclusive property of the City from the initial point of energy delivery, and the City shall retain and accept all responsibility and liability for said lights, poles, wiring and other components.

2. ENERGY AND MAINTENANCE OF LIGHTS. Company agrees to supply electrical energy to the point of delivery for said lights and to replace bulbs and glassware for said lights for the charges hereinafter specified.

The Company will replace bulbs and glassware within a reasonable time after receiving notice of any outage. The City shall report any outages to the Company's office in Billings, Montana. Lights shall be turned on at dusk and turned off at dawn each day during the term of this Agreement.

The Company agrees to provide additional repairs for the lights, other than replacement of bulbs and glassware, on request of the City, and City agrees to pay to Company the cost of such repairs. The cost of such repairs shall be the total cost of materials and labor plus a percentage equivalent of the cost of the fringe benefits, social security and unemployment taxes, self insurance costs, general overhead costs, and material handling costs, which will be calculated in accordance with the schedule of additives to be used by the Company in billing the Montana State Highway Commission for work performed during the then current year. A copy of said schedule of additives, dated April 30, 1980, is attached hereto as Appendix A, and copy of said schedule will be furnished by the Company to the City when it is periodically revised.

3. LIABILITY. The City shall hold the Company harmless from any liability incurred or resulting from the construction, operation or maintenance of the lights; excepting, however, any liability incurred which is the direct result of the negligence of the Company, its agents or employees.

4. PATROL OF THE STREETLIGHTS. The City shall, insofar as consistent with its ability, cause said lights to be patrolled for the purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The Company shall have no obligation to patrol said lights, however, nothing herein shall be construed to preclude the Company from taking care of observed outages.

5. CHARGES. The Company shall charge and the City agrees to pay for the electrical energy and the replacement of bulbs and

glassware for the lights on the following rate schedule:

(1) $2.56 per unit per month for 100-watt, 8550 lumen, high pressure sodium vapor lamp.

~~(2) $5.02 per unit per month for 250-watt, 23,400 lumen, high pressure sodium vapor lamp.~~ N/A CLB 7/3/80

~~(3) $4.71 per unit per month for 400-watt, 19,100 lumen, mercury vapor lamp~~ N/A CLB 7/3/80

~~(4) $6.22 per unit per month for 400-watt, 42,750 lumen, high pressure sodium vapor lamp~~ N/A CLB 7/3/80

The above charge shall apply only to the lights herein specified, and if additional lights are subsequently installed, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon Rate Schedule SL-77P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

6. FORCE MAJEURE. It is understood and agreed that the Company shall not be liable to comply with any of the terms and conditions of this Agreement where such failure is caused by acts of God, governmental regulations or orders, strikes, or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

7. TERM. This Agreement shall be and remain in force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall continue in force and effect for successive periods of two years and eleven months each, until and unless terminated by either party giving the other party notice in writing at least sixty (60) days prior to the expiration of

the initial term hereof, or any renewal thereof, of its intention to terminate this Agreement at the expiration of such initial term or any renewal.

8. PREVIOUS AGREEMENTS. This agreement supersedes any agreements previously entered into by the parties with respect to the furnishing of energy or maintenance for said lights.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

THE CITY OF BILLINGS,
a Municipal Corporation

By _____
Mayor Deputy Mayor in the absence of the Mayor

ATTEST:

_____
City Clerk

CITY OF BILLINGS SEAL YELLOWSTONE COUNTY, MONTANA

BS1Z

THE MONTANA POWER COMPANY

ADDITIVES TO BE USED IN BILLING THE MONTANA STATE HIGHWAY COMMISSION FOR WORK PERFORMED DURING THE YEAR 1980

Company Fringe Benefits (Based on 1979 Actual Costs)	1980 Percent of Payroll
Group Life Insurance	.44
Group Hospital Insurance	2.22
Group Disability Insurance	.10
Vacation Benefits	4.74
Sick Leave Benefits	1.11
Holiday Pay	3.89
Pensions - Unfunded	.44
Pensions - Funded	6.61
Employees' Medical	.21
Workmen's Compensation	.20
Payroll Savings Plan	1.29
Educational & Recreational	.48
Miscellaneous	.09
Total Company	21.82

Social Security & Unemployment Taxes (Based on 1980 Rates)	Maximum Taxable		Adjusted to
Old Age & Survivors' Insurance	25,900	6.13	6.13
State Unemployment	7,600	2.30	* .95
Federal Unemployment	6,000	0.70	* .23
		9.13	*7.31

* Regular rates adjusted to average yearly rates to compensate for the wage exclusions in each category.

Self Insurance Against Public Liability and Property Damage		1.00
General Overhead Costs		
Consists of Overhead Costs not directly chargeable to construction accounts and includes engineering and supervision, General Office salaries and expenses, etc., applicable to direct labor	6.93	
Plus vacation benefits - 6.93 x .0474 =	.33	7.26
Material Handling Costs		
Average cost per dollar of issue for twelve months ended December 1979		5.73

Prepared by:
H. E. Hoellein
April 30, 1980

APPENDIX A

START

Form No. 6628

NUMBER - 96

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 204

DATE: Aug. 17, 1981

FOLDER

CONTRACT

THIS AGREEMENT, made and entered into this 17 day of August, 198/, by and between the MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company," and the CITY OF BILLINGS, a municipal corporation, organized under the laws of the State of Montana, hereinafter called the "City;"

WITNESSETH:

The City owns thirty-five (35) 250 watt high pressure sodium streetlights on steel poles with underground wiring located on 6th Avenue North between 18th Street North and 27th Street North, also known as Special Improvement Lighting Maintenance District #204.

The City desires to have electrical energy and maintenance furnished for such lights; and the Company is willing and desirous of assisting in furnishing electrical energy, materials, and services for the purposes stated under the following specific conditions, covenants, considerations, and none other.

Therefore, in consideration of the promises and mutual covenants of the parties hereto, it is hereby agreed:

1. OWNERSHIP. The aforesaid street lights, poles, wiring and other components constituting a part thereof shall at all times remain the exclusive property of the City from the initial point of energy delivery, and the City shall retain and accept all responsibility and liability for said lights, poles, wiring and other components.

2. ENERGY AND MAINTENANCE OF LIGHTS. Company agrees to supply electrical energy to the point of delivery for said lights and to replace bulbs and glassware for said lights for the charges hereinafter specified.

The Company will replace bulbs and glassware within a reasonable time after receiving notice of any outage. The City shall report any outages to the Company's office in Billings, Montana. Lights shall be turned on at dusk and turned off at dawn each day during the term of this Agreement.

The Company agrees to provide additional repairs for the lights, other than replacement of bulbs and glassware, on request of the City, and City agrees to pay to Company the cost of such repairs. The cost of such repairs shall be the total cost of materials and labor plus a percentage equivalent of the cost of the fringe benefits, social security and unemployment taxes, self insurance costs, general overhead costs, and material handling costs, which

will be calculated in accordance with the schedule of additives to be used by the Company in billing the Montana State Highway Commission for work performed during the then current year. A copy of said schedule of additives, dated April 22, 1981, is attached hereto as Appendix A, and copy of said schedule will be furnished by the Company to the City when it is periodically revised.

3. LIABILITY. The City shall hold the Company harmless from any liability incurred or resulting from the construction, operation or maintenance of the lights; excepting, however, any liability incurred which is the direct result of the negligence of the Company, its agents or employees.

4. PATROL OF THE STREETLIGHTS. The City shall, insofar as consistent with its ability, cause said lights to be patrolled for the purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The Company shall have no obligation to patrol said lights; however, nothing herein shall be construed to preclude the Company from taking care of observed outages.

5. CHARGES. The Company shall charge and the City agrees to pay for the electrical energy and the replacement of bulbs and glassware for the lights on the following rate schedule:

> $5.42 per unit per month for 250 watt, 23,400 lumen, high pressure sodium vapor lamp.

The above charge shall apply only to the lights herein specified, and if additional lights are subsequently installed, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon Rate Schedule SL-80P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

6. FORCE MAJEURE. It is understood and agreed that the Company shall not be liable to comply with any of the terms and conditions of this Agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

7. **TERM**. This Agreement shall be and remain in force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall continue in force and effect for successive periods of two years and eleven months each, until and unless terminated by either party giving the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this Agreement at the expiration of such initial term or any renewal.

8. **PRIOR AGREEMENTS**. This agreement supersedes any agreements previously entered into by the parties with respect to the furnishing of energy or maintenance for said lights.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

THE CITY OF BILLINGS,
a Municipal Corporation

By _____
Mayor

ATTEST:

_____
City Clerk

CITY OF BILLINGS SEAL YELLOWSTONE COUNTY, MONTANA

APPROVED AS TO FORM

_____
CITY ATTORNEY

E. [illegible] COMPANY

ADDITIVES TO BE USED IN BILLING THE MONTANA STATE HIGHWAY COMMISSION FOR WORK PERFORMED DURING YEAR 1981

Company Fringe Benefits (Based on 1980 Actual Costs)	1981 Percent of Payroll
Group Life Insurance	.55
Group Hospital Insurance	2.36
Group Disability Insurance	
Vacation Benefits	4.58
Sick Leave Benefits	1.05
Holiday Pay	4.08
Pensions - Unfunded	.50
Pensions - Funded	6.00
Employees' Medical	.34
Workmen's Compensation	.34
Payroll Savings Plan	1.26
Educational & Recreational	.56
Miscellaneous	.04
Total Company	21.66

Social Security & Unemployment Taxes (Based on 1981 Rates)	Maximum Taxable		Adjusted to
Old Age & Survivors' Insurance	29,700	6.65	6.65
State Unemployment	7,800	2.60	* .99
Federal Unemployment	6,000	0.70	* .21
		9.95	*7.85

* Regular rates adjusted to average yearly rates to compensate for the wage exclusions in each category.

Self Insurance Against Public Liability and Property Damage		1.00
General Overhead Costs		
Consists of Overhead Costs not directly chargeable to construction accounts and includes engineering and supervision, General Office salaries and expenses, etc., applicable to direct labor	5.06	
Plus vacation benefits - 5.06 x .0458 =	.23	5.29
Material Handling Costs		
Average cost per dollar of issue for twelve months ended December 1980		7.61

Prepared by:
H. E. Hoellein
April 22, 1981

START

Form No. 8838

NUMBER-97

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 205

DATE: Jan. 8, 1979

FOLDER

C O N T R A C T

THIS AGREEMENT, made and entered into this 7th day of January, 1972, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company," and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City."

W I T N E S S E T H :

WHEREAS, Special Improvement Lighting Maintenance District No. [illegible] has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new mercury vapor color improved street lights along and upon the streets and avenues within the boundaries of said District;

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New street lights consisting of 4 units with 100-watt high-pressure sodim vapor lamps in enclosed luminaires mounted on wood poles for a 25 foot mounting height, to be served by overhead wires, along and upon the streets and avenues named in the Resolution creating said District.

(b) Locations: There will be 4 lighting units, spaced and located in accordance with the map of said lighting District on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain,

the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows;

For each 100-watt high-pressure sodium vapor lighting unit, the sum of $6.11 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-77P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By C L Belden
Manager, Billings Division

THE CITY OF BILLINGS,
a municipal corporation

ATTEST:

Deborah S. Loring
City Clerk

William R. Gibb
Mayor

CITY OF BILLINGS
SEAL
YELLOWSTONE COUNTY, MONTANA

START

Form No. 9625

NUMBER - 98

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 206

DATE: Feb. 26, 1979

FOLDER

C O N T R A C T

THIS AGREEMENT, made and entered into this 26th day of February, 1979, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the lasws of the State of Montana, hereinafter called the "City".

W I T N E S S E T H :

WHEREAS, Special Improvement Lighting Maintenance District No. 24 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new high-pressure sodium vapor street lights along and upon the streets and avenues within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undetakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New 100 watt high-pressure sodium vapor glass-enclosed post-top luminaires served by underground wiring.

(b) Locations: There will be 14 such units spaced and located in accordance with the map of said lighting District on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical nergy thereto, as follows:

For each 100 watt high-pressure glass-enclosed post-top luminaire, $10.87 per month

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-77P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property or, without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

Manager, Billings Division

THE CITY OF BILLINGS,
A MUNICIPAL CORPORATION

Mayor

ATTEST:

City Clerk

CITY OF BILLINGS
SEAL
YELLOWSTONE COUNTY, MONTANA

START

Form No. 0835

NUMBER-99

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 207

DATE: Mar. 5, 1979

FOLDER

8

C O N T R A C T

THIS AGREEMENT, made and entered into this 5th day of March, 1979, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City".

W I T N E S S E T H :

WHEREAS, Special Improvement Lighting Maintenance District No. 27 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new high-pressure sodium vapor street lights along and upon the streets and avenues within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED AS FOLLOWS:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New 100 watt high-pressure sodium vapor glass-enclosed post-top luminaires served by underground wiring.

(b) Locations: There will be 21 such units spaced and located in accordance with the map of said lighting District on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Bill ings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 100 watt high-pressure glass-enclosed post-top luminaires, $16.84 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-77P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material

and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payble in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property or, without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

C L Belden

Manager, Billings Division

THE CITY OF BILLINGS,
A MUNICIPAL CORPORATION

William B. Fox

Mayor

ATTEST:

Deborah L. Fleming

City Clerk

CITY OF BILLINGS
SEAL
YELLOWSTONE COUNTY, MONTANA

START

Form No. [illegible]

NUMBER-100

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 208

DATE: Mar. 26, 1979

FOLDER

SILD 208 BILLINGS HISTORICAL DISTRICT STREET LIGHTING

C O N T R A C T

THIS AGREEMENT, made and entered into this 26th day of March, 1979, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company," and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City,"

W I T N E S S E T H :

The City owns fourteen (14) ornamental fixtures consisting of 1 - 175 watt mercury vapor and 4 - 100 watt mercury vapor lamps per fixture,
Located on Montana Avenue in downtown Billings,
Between 150 feet east of North 23rd Street and North 26th Street.

The City desires to maintain and repair these street lights itself but it desires to purchase the electricity for the lights from the Company.

THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS HEREBY AGREED as follows:

Section 1 - OWNERSHIP, MAINTENANCE AND OPERATION

The aforesaid street lights, the poles, wiring and other components constituting a part thereof shall at all times be owned, operated, maintained and repaired by the City at its own expense.

Section 2 - SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to the aforesaid street lights for the charges hereinafter specified.

Section 3 - CHARGES

The City undertakes and agrees to pay the Company for supplying electrical energy for the aforesaid street lights, as follows:

For each unit the sum of $5.00 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based on rate schedule SL-77P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

Bills for said electrical energy shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

Section 4 - FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes, or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

Section 5 - TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

CITY OF BILLINGS SEAL YELLOWSTONE COUNTY, MONTANA

THE CITY OF BILLINGS,
a municipal corporation

By _____
Mayor
Deputy Mayor in the absence of the Mayor

ATTEST:

_____
City Clerk

START

Form No. 9826

NUMBER-101

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 208

DATE: Nov. 3, 1980

FOLDER

Order # 02766

C O N T R A C T

THIS AGREEMENT, made and entered into this 3 day of Nov, 1980, by and between the MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company," and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City."

W I T N E S S E T H :

The City owns eleven (11) 400 watt mercury vapor streetlights on steel poles with underground wiring located on Montana Avenue between 150 feet west of North 26th Street to 150 feet east of North 24th Street, also known as Special Improvement Lighting District #208.

The City desires to have electrical energy and maintenance furnished for such lights, and the Company is willing and desirous of assisting in furnishing electrical energy and maintenance for the purposes stated under the following specific conditions, covenants, considerations, and none other.

THEREFORE, in consideration of the promises and mutual covenants of the parties hereto, it is hereby agreed:

Section 1: OWNERSHIP

The aforesaid street lights, poles, wiring and other components constituting a part thereof shall at all times remain the exclusive property of the City from the initial point of energy delivery, and the City shall retain and accept all responsibility and liability for said lights, poles, wiring and other components.

Section 2: ENERGY AND MAINTENANCE OF LIGHTS

Company agrees to supply electrical energy to the point of delivery for said lights and to replace bulbs and glassware for said lights for the charges hereinafter specified.

The Company will replace bulbs and glassware within a reasonable time after receiving notice of any outage. The City shall report any outages to the Company's office in Billings, Montana. Lights shall be turned on at dusk and turned off at dawn each day during the term of this Agreement.

The Company agrees to provide additional repairs for the lights, other than replacement of bulbs and glassware, on request of the City, and City agrees to pay

to Company the cost of such repairs. The cost of such repairs shall be the total cost of materials and labor plus a percentage equivalent of the cost of the fringe benefits, social security and unemployment taxes, self insurance costs, general overhead costs, and material handling costs, which will be calculated in accordance with the schedule of additives to be used by the Company in billing the Montana State Highway Commission for work performed during the then current year. A copy of said schedule of additives, dated April 30, 1980, is attached hereto as Appendix A, and copy of said schedule will be furnished by the Company to the City when it is periodically revised.

Section 3: LIABILITY

The City shall hold the Company harmless from any liability incurred or resulting from the construction, operation or maintenance of the lights; excepting, however, any liability incurred which is the direct result of the negligence of the Company, its agents or employees.

Section 4: PATROL OF THE STREETLIGHTS

The City shall, insofar as consistent with its ability, cause said lights to be patrolled for the purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The Company shall have no obligation to patrol said lights; however, nothing herein shall be construed to preclude the Company from taking care of observed outages.

Section 5: CHARGES

The Company shall charge and the City agrees to pay for the electrical energy and the replacement of bulbs and glassware for the lights on the following rate schedule:

$4.71 per unit per month for 400 watt, 19,100 lumen, mercury vapor lamp.

The above charge shall apply only to the lights herein specified, and if additional lights are subsequently installed, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-77P, Supp #1, applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings Montana when rendered each month, and will become delinquent ten (10) days thereafter.

Section 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable to comply with any of the terms and conditions of this Agreement where such failure is caused by acts of God, governmental regulations or orders, strikes, or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

Section 7. TERM

This Agreement shall be and remain in force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this Agreement at the expiration of such initial term or any renewal.

8. PREVIOUS AGREEMENTS

This agreement supersedes any agreements previously entered into by the parties with respect to the furnishing of energy or maintenance for said lights.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By C L Belden
Manager, Billings Division

THE CITY OF BILLINGS,
a Municipal Corporation

By William B. Sy
Mayor

ATTEST:
Bonnie J Stark
City Clerk

CITY OF BILLINGS SEAL YELLOWSTONE COUNTY, MONTANA

District #208
Group B
(400 W Cobras)

[redacted]

Order # 02769

C O N T R A C T

THIS AGREEMENT, made and entered into this 3 day of Nov, 1980, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company," and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City."

W I T N E S S E T H :

The City owns 14 ornamental fixtures each consisting of one 175 watt mercury vapor and four 100 watt mercury vapor lamps in enclosed glassware, located on Montana Avenue between 150 feet east of North 23rd Street and North 26th Street, also known as SILD #208. GROUP A

The City desires to purchase the electrical energy for the lights from the Company, and the Company is willing and desirous of assisting in furnishing electrical energy, materials, and services for the purpose stated under the following specific conditions, covenants, considerations, and none other.

THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS HEREBY AGREED

SECTION 1: OWNERSHIP

The aforesaid street lights, poles, wiring and other components constituting a part thereof shall at all times remain the exclusive property of the City from the initial point of energy delivery, and the City shall retain and accept all responsibility and liability for said lights, poles, wiring and other components.

SECTION 2: ENERGY AND MAINTENANCE OF LIGHTS

The Company agrees to supply electrical energy to the point of delivery for said lights for the charges hereinafter specified.

The Company further agrees to provide repairs and all maintenance at the request of the City, and the City agrees to pay the Company the cost of such repairs and maintenance, including replacement of bulbs and glassware. The cost of such repairs and maintenance shall be the total cost of materials and labor plus a percentage equivalent to the cost of fringe benefits, Social Security and unemployment taxes, self insurance cost, general overhead costs, and material handling costs,

which will be calculated in accordance with the schedule of additives to be used by the Company in billing the Montana State Highway Commission for work performed during the then current year. A copy of said schedule of additives dated April 30, 1980 is attached hereto as Appendix A, and copy of said schedule will be furnished by the Company to the City when it is periodically revised.

SECTION 3: LIABILITY

The City shall hold the Company harmless from any liability incurred or resulting from the construction, operation or maintenance of the lights, excepting, however, any liability incurred which is the direct result of the negligence of the Company, its agents or employees.

SECTION 4: PATROL OF THE STREETLIGHTS

The City shall insofar as consistent with its ability, cause said lights to be patrolled for the purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The Company shall have no obligation to patrol said lights.

SECTION 5: CHARGES

The City undertakes and agrees to pay the Company for supplying electrical energy for the aforesaid street lights, as follows:

For each fixture consisting of one 175 watt and four 100 watt mercury vapor lamps, $5.01 per fixture per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based on Rate Schedule SL-77P, Supplement #1, applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

Bills for said electrical energy shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure

to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyong the reasonable control of the Company.

SECTION 7: TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

SECTION 8: PREVIOUS AGREEMENTS

This agreement supersedes any agreements previously entered into by the parties with respect to the furnishing of energy or maintenance for said lights.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

C L Belden

Manager, Billings Division

THE CITY OF BILLINGS
A Municipal Corporation

William B. Ev

Mayor

ATTEST:

Bonnie J Stark

City Clerk

CITY OF BILLINGS SEAL YELLOWSTONE COUNTY, MONTANA

District #208
Group A
(Ornamental

THE MONTANA POWER COMPANY

ADDITIVES TO BE USED IN BILLING THE MONTANA STATE HIGHWAY COMMISSION FOR WORK PERFORMED DURING THE YEAR 1980

Company Fringe Benefits (Based on 1979 Actual Costs)	1980 Percent of Payroll
Group Life Insurance	.44
Group Hospital Insurance	2.22
Group Disability Insurance	.10
Vacation Benefits	4.74
Sick Leave Benefits	1.11
Holiday Pay	3.89
Pensions - Unfunded	.44
Pensions - Funded	6.61
Employees' Medical	.21
Workmen's Compensation	.20
Payroll Savings Plan	1.29
Educational & Recreational	.48
Miscellaneous	.09
Total Company	21.82

Social Security & Unemployment Taxes (Based on 1980 Rates)	Maximum Taxable		Adjusted to
Old Age & Survivors' Insurance	25,900	6.13	6.13
State Unemployment	7,600	2.30	* .95
Federal Unemployment	6,000	0.70	* .23
		9.13	*7.31

* Regular rates adjusted to average yearly rates to compensate for the wage exclusions in each category.

Self Insurance Against Public Liability and Property Damage		1.00
General Overhead Costs		
Consists of Overhead Costs not directly chargeable to construction accounts and includes engineering and supervision, General Office salaries and expenses, etc., applicable to direct labor	6.93	
Plus vacation benefits - 6.93 x .0474 =	.33	7.26
Material Handling Costs		
Average cost per dollar of issue for twelve months ended December 1979		5.73

Prepared by:
H. E. Hoellein
April 30, 1980

APPENDIX A

START

Form No. 9828

NUMBER-102

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 209

DATE: Sept. 10, 1979

FOLDER

C O N T R A C T

THIS AGREEMENT, made and entered into this 10th day of September 1979, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company," and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City."

W I T N E S S E T H :

WHEREAS, Special Improvement Lighting Maintenance District No. 209 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new high-pressure sodium vapor street lights along and upon the streets and avenues within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New 100 watt high-pressure sodium vapor glass-enclosed street lights consisting of 23 units mounted on steel poles at 17' mounting height to be served by underground wiring.

(b) Locations: There will be 23 lighting units spaced and located in accordance with the map of said lighting District on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the District, and to maintain said systems for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 100 watt high-pressure sodium vapor lighting unit, the sum of $14.00 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-77P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an

additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company,

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

Manager, Billings Division

CITY OF BILLINGS SEAL YELLOWSTONE COUNTY, MONTANA

Attest:

City Clerk

THE CITY OF BILLINGS,
A MUNICIPAL CORPORATION

Mayor

START

Form No. [illegible]

NUMBER-103

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 210

DATE: Oct. 15, 1979

FOLDER

SILMD # 210

CONTRACT

THIS AGREEMENT, made and entered into this 15th day of October, 1979, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City",

W I T N E S S E T H :

The City owns eighteen 100-watt high pressure sodium street lights on steel poles with underground wiring located on St. John's Avenue from North 6th Street West to North 8th Street West, established as SILMD 210.

The City desires to maintain and repair these street lights itself but it desires to purchase the electricity for these lights from the Company.

THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS HEREBY AGREED as follows:

Section 1-OWNERSHIP, MAINTENANCE AND OPERATION

The eighteen aforesaid street lights, the steel poles, wiring and other components constituting a part thereof shall at all times be owned, operated, maintained and repaired by the City at its own expense.

Section 2-SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to the aforesaid eighteen street lights for the charges hereinafter specified.

Section 3-CHARGES

The City undertakes and agrees to pay the Company for supplying electrical energy for the foresaid eighteen street lights, as follows:

For each 100-watt high pressure sodium light the sum of $1.00 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based on rate schedule SL-77P applied to the wattage of the lamp and ballast, and it is subject to amendment of revision by the Public Service Commission of the State of Montana.

Bills for said electrical energy shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

Section 4-FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

Section 5-TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

THE CITY OF BILLINGS,
a municipal corporation

By _____
Mayor

CITY OF BILLINGS
SEAL
YELLOWSTONE COUNTY, MONTANA

ATTEST:

_____
City Clerk

APPROVED TO FORM:

By _____
City Attorney

START

Form No. 0828

NUMBER-104

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 211

DATE: Oct. 15, 1979

FOLDER

SILMD # 211

C O N T R A C T

THIS AGREEMENT, made and entered into this 15th day of October, 1979, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, herinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City",

W I T N E S S E T H :

The City owns ten 100-watt high pressure sodium street lights on steel poles with underground wiring located on Cook Avenue from North 11th Street West to North 12th Street West; along the east side of North 12th Street West from the alley between Howard and Cook Avenues, established as SILMD 211.

The City desires to maintain and repair these street lights itself but it desires to purchase the electricity for these lights from the Company.

THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS HEREBY AGREED as follows:

Section 1-OWNERSHIP, MAINTENANCE AND OPERATION

The ten aforesaid street lights, the steel poles, wiring and other components constituting a part thereof shall at all times be owned, operated, maintained and repaired by the City at its own expense.

Section 2-SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to the aforesaid ten street lights for the charges hereinafter specified.

Section 3-CHARGES

The City undertakes and agrees to pay the Company for supplying electrical energy for the foresaid ten street lights, as follows:

For each 100-watt high pressure sodium light the sum of $1.00 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based on rate schedule SL-77P applied to the wattage of the lamp and ballast, and it is subject to amendment of revision by the Public Service Commission of the State of Montana.

Bills for said electrical energy shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

Section 4-FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

Section 5-TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

THE CITY OF BILLINGS,
a municipal corporation

By _____
Mayor

CITY OF BILLINGS
SEAL
YELLOWSTONE COUNTY, MONTANA

ATTEST:

_____
City Clerk

APPROVED TO FORM:

By _____
City Attorney

START

Form No. 6626

NUMBER-105

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 212

DATE: Oct. 15, 1979

FOLDER

SILMD # 212

CONTRACT

THIS AGREEMENT, made and entered into this 15th day of October, 1979, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City",

W I T N E S S E T H :

The City owns ten 100-watt high pressure sodium street lights on steel poles with underground wiring located on Cook Avenue from North 5th Street West to North 6th Street West, established as SILMD 212.

The City desires to maintain and repair these street lights itself but it desires to purchase the electricity for these lights from the Company.

THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS HEREBY AGREED as follows:

Section 1-OWNERSHIP, MAINTENANCE AND OPERATION

The ten aforesaid street lights, the steel poles, wiring and other components constituting a part thereof shall at all times be owned, operated, maintained and repaired by the City at its own expense.

Section 2-SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to the aforesaid ten street lights for the charges hereinafter specified.

Section 3-CHARGES

The City undertakes and agrees to pay the Company for supplying electrical energy for the foresaid ten street lights, as follows:

For each 100-watt high pressure sodium light the sum of $1.00 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based on rate schedule SL-77P applied to the wattage of the lamp and ballast, and it is subject to amendment of revision by the Public Service Commission of the State of Montana.

Bills for said electrical energy shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

Section 4-FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

Section 5-TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

THE CITY OF BILLINGS,
a municipal corporation

By _____
Mayor

CITY OF BILLINGS
SEAL
YELLOWSTONE COUNTY, MONTANA

ATTEST:

_____
City Clerk

APPROVED TO FORM:

By _____
City Attorney

START

Form No. 0828

NUMBER-106

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 213

DATE: Sept. 30, 1980

FOLDER

CONTRACT

This Agreement, made and entered into this 30th day of September, 1980, by and between The Montana Power Company, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the City of Billings, a municipal corporation, organized under the laws of the State of Montana, hereinafter called the "City";

WITNESSETH:

The City owns 7 100-watt high pressure sodium streetlights on steel poles with underground wiring abutting on both sides of North 14th Street, from 100 feet north of 6th Avenue North to Park Place, also known as Special Improvement Lighting District #213.

North Park Subdivision

Block 3, Lots 21 through 43, inclusive
Block 2, Lots 5 through 30, inclusive

The City desires to have electrical energy and maintenance furnished for such lights; and the Company is willing and desirous of assisting in furnishing electrical energy, materials, and services for the purposes stated under the following specific conditions, covenants, considerations, and none other.

Therefore, in consideration of the promises and mutual covenants of the parties hereto, it is hereby agreed:

1. OWNERSHIP. The aforesaid streetlights, poles, wiring and other components constituting a part thereof shall at all times remain the exclusive property of the City from the initial point of energy delivery, and the City shall retain and accept all responsibility and liability for said lights, poles, wiring and other components.

2. ENERGY AND MAINTENANCE OF LIGHTS. Company agrees to supply electrical energy to the point of delivery for said lights and to replace bulbs and glassware for said lights for the charges hereinafter specified.

The Company will replace bulbs and glassware within a reasonable time after receiving notice of any outage. The City shall report any outages to the Company's office in Billings, Montana. Lights shall be turned on at dusk and turned off at dawn each day during the term of this Agrement.

The Company agrees to provide additional repairs for the lights, other than replacement of bulbs and glassware, on request of the City, and City agrees to pay to Company the cost of such repairs. The cost of such repairs shall be the total cost of materials and labor plus a percentage equivalent of the cost of the fringe benefits, social security and unemployment taxes, self insurance costs, general overhead costs, and material handling costs, which will be calculated in accordance with the schedule of additives to be used by the Company in billing the Montana State Highway Commission for work performed during the then current year. A copy of said schedule of additives, dated April 30, 1980, is attached hereto as Appendix A, and a copy of said schedule will be furnished by the Company to the City when it is periodically revised.

3. LIABILITY. The City shall hold the Company harmless from any liability incurred or resulting from the construction, operation or maintenance of the lights; excepting, however, any liability incurred which is the direct result of the negligence of the Company, its agents or employees.

4. PATROL OF THE STREETLIGHTS. The City shall, insofar as consistent with its ability, cause said lights to be patrolled for the purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The Company shall have no obligation to patrol said lights, however, nothing herein shall be construed to preclude the Company from taking care of observed outages.

5. CHARGES. The Company shall charge and the City agrees to pay for the electrical energy and the replacement of bulbs and glassware for the lights on the following rate schedule.

$2.56 per unit per month for 100-watt,
8550 lumen, high pressure sodium vapor lamp

The above charge shall apply only to the lights herein specified and if additional lights are subsequently installed, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon Rate Schedule SL-77P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

6. FORCE MAJEURE. It is understood and agreed that the Company shall not be liable to comply with any of the terms and conditions of this Agreement where such failure is caused by acts of God, governmental regulations or orders, strikes, or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

7. TERM. This Agreement shall be and remain in force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall continue in force and effect for successive periods of two years and eleven months each, until and unless terminated by either party giving the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this Agreement at the expiration of such initial term or any renewal.

8. PREVIOUS AGREEMENTS. This agreement supersedes any agreements previously entered into by the parties with respect to the furnishing of energy or maintenance for said lights.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____

Manager, Billings Division

THE CITY OF BILLINGS,

a Municipal Corporation

By _____

Mayor

ATTEST:

_____

City Clerk

CITY OF BILLINGS SEAL YELLOWSTONE COUNTY, MONTANA

THE MONTANA POWER COMPANY

ADDITIVES TO BE USED IN BILLING THE MONTANA STATE HIGHWAY COMMISSION FOR WORK PERFORMED DURING THE YEAR 1980

Company Fringe Benefits (Based on 1979 Actual Costs)	1980 Percent of Payroll
Group Life Insurance	.44
Group Hospital Insurance	2.22
Group Disability Insurance	.10
Vacation Benefits	4.74
Sick Leave Benefits	1.11
Holiday Pay	3.89
Pensions - Unfunded	.44
Pensions - Funded	6.61
Employees' Medical	.21
Workmen's Compensation	.20
Payroll Savings Plan	1.29
Educational & Recreational	.48
Miscellaneous	.09
Total Company	21.82

Social Security & Unemployment Taxes (Based on 1980 Rates)	Maximum Taxable		Adjusted to
Old Age & Survivors' Insurance	25,900	6.13	6.13
State Unemployment	7,600	2.30	* .95
Federal Unemployment	6,000	0.70	* .23
		9.13	*7.31

* Regular rates adjusted to average yearly rates to compensate for the wage exclusions in each category.

Self Insurance Against Public Liability and Property Damage		1.00
General Overhead Costs		
Consists of Overhead Costs not directly chargeable to construction accounts and includes engineering and supervision, General Office salaries and expenses, etc., applicable to direct labor	6.93	
Plus vacation benefits - 6.93 x .0474 =	.33	7.26
Material Handling Costs		
Average cost per dollar of issue for twelve months ended December 1979		5.73

Prepared by:
H. E. Hoellein
April 30, 1980

APPENDIX A

SILMD # 213

CONTRACT

THIS AGREEMENT, made and entered into this 15th day of October, 1979, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City",

WITNESSETH:

The City owns seven 100-watt high pressure sodium street lights on steel poles with underground wiring located on North 14th Street from 100 feet north of 6th Avenue North to Park Place, established as SILMD 213.

The City desires to maintain and repair these street lights itself but it desires to purchase the electricity for these lights from the Company.

THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS HEREBY AGREED as follows:

Section 1-OWNERSHIP, MAINTENANCE AND OPERATION

The seven aforesaid street lights, the steel poles, wiring and other components constituting a part thereof shall at all times be owned, operated, maintained and repaired by the City at its own expense.

Section 2-SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to the aforesaid seven street lights for the charges hereinafter specified.

Section 3-CHARGES

The City undertakes and agrees to pay the Company for supplying electrical energy for the foresaid seven street lights, as follows:

For each 100-watt high pressure sodium light the sum of $1.00 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based on rate schedule SL-77P applied to the wattage of the lamp and ballast, and it is subject to amendment of revision by the Public Service Commission of the State of Montana.

Bills for said electrical energy shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

Section 4-FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

Section 5-TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

THE CITY OF BILLINGS,
a municipal corporation

By _____
Mayor

CITY OF BILLINGS
SEAL
YELLOWSTONE COUNTY, MONTANA

ATTEST:

_____
City Clerk

APPROVED TO FORM:

By _____
City Attorney

START

Form No. 9823

NUMBER-107

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 214

DATE: Oct. 22, 1979

FOLDER

C O N T R A C T

THIS AGREEMENT, made and entered into this 22 day of October, 1979, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company," and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City."

W I T N E S S E T H :

WHEREAS, Special Improvement Lighting Maintenance District No. 214 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new 250 watt high-pressure sodium-vapor street lighting within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: 250 watt high-pressure sodium-vapor glass-enclosed luminaires on 6 foot arms mounted at 30 feet on steel poles and served by underground wiring.

(b) Locations: There will be 19 units spaced and located in accordance with the map of said lighting District on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 250 watt high-pressure sodium-vapor lighting unit, the sum of $218.76 per year.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy inluded in the above rate is based upon rate schedule SL-77P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsbile for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to

make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

A. Belden

Manager, Billings Division

CITY OF BILLINGS SEAL YELLOWSTONE COUNTY, MONTANA

Attest:

Deborah S. Fleming
City Clerk

THE CITY OF BILLINGS,
A MUNICIPAL CORPORATION

William B. Fox
Mayor

START

Form No. 9838

NUMBER-108

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 215

DATE: Oct. 1, 1979

FOLDER

C O N T R A C T

THIS AGREEMENT, made and entered into this 1st day of October, 1979, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company," and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City."

W I T N E S S E T H :

WHEREAS, Special Improvement Lighting Maintenance District No. 245 has been duly and regularly created by the City Council of the City of Billings, Montana, for the purpose of providing new high-pressure sodium vapor street lights along and upon the streets and avenues within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New 100 watt high-pressure sodium vapor glass-enclosed street lights consisting of 4 units mounted on steel poles at 17' mounting height to be served by underground wiring.

(b) Locations: There will be 4 lighting units spaced and located in accordance with the map of said lighting District on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the District, and to maintain said systems for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4 SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 100 watt high-pressure sodium vapor lighting unit, the sum of $12.95 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-77P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is within the public power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an

additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause behond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

C L Bilden

Manager, Billings Division

THE CITY OF BILLINGS,
A MUNICIPAL CORPORATION

William D. Dye

Mayor

Attest:

Deborah S. Horning

City Clerk

CITY OF BILLINGS SEAL YELLOWSTONE COUNTY, MONTANA

APPROVED AS TO FORM

CITY ATTORNEY

START

Form No. 6626

NUMBER-109

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 216

DATE: Dec. 1, 1980

FOLDER

C O N T R A C T

THIS AGREEMENT, made and entered into this 1st day of December, 1980, by and between the MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company," and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City."

W I T N E S S E T H :

WHEREAS, Special Improvement Lighting Maintenance District No. 216 has been duly and regularly created by the City Council of the City of Billings, Montana for the purpose of providing new 100 watt high pressure sodium vapor street lights within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED AS FOLLOWS:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: 100 watt high pressure sodium vapor glass enclosed lamps mounted at approximately 17 feet on steel poles and served by underground wiring.

(b) Locations: There will be six (6) units spaced and located in accordance with the map of said light District on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 100 watt high pressure sodium vapor lighting unit, the sum of $155.64 per year.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-77P, Supplement One, applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage of lamps, glassware and poles. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City for the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at

the office of the Company in Billings, Montana when rendered each month and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

C L Belden

Division Manager

THE CITY OF BILLINGS
A Municipal Corporation

William B. Fox

Mayor

ATTEST:

Bonnie J. Stark

City Clerk

CITY OF BILLINGS SEAL YELLOWSTONE COUNTY, MONTANA

APPROVED AS TO FORM

CITY ATTORNEY

START

Form No. 0626

NUMBER-110

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 217

DATE: Aug. 17, 1981

FOLDER

CONTRACT

THIS AGREEMENT, made and entered into this 17 day of August, 198 1, by and between the MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company," and the CITY OF BILLINGS, a municipal corporation, organized under the laws of the State of Montana, hereinafter called the "City;"

WITNESSETH:

The City owns fifteen (15) 400 watt high pressure sodim and five (5) 250 watt high pressure sodium streetlights on steel poles with underground wiring located on Grand Avenue between ~~25th~~ 24th (twenty fourth) W.B.J. Street West and 30th Street West, also known as Special Improvement Lighting Maintenance District #217.

The City desires to have electrical energy and maintenance furnished for such lights; and the Company is willing and desirous of assisting in furnishing electrical energy, materials, and services for the purposes stated under the following specific conditions, covenants, considerations, and none other.

Therefore, in consideration of the promises and mutual covenants of the parties hereto, it is hereby agreed:

1. OWNERSHIP: The aforesaid street lights, poles, wiring and other components constituting a part thereof shall at all times remain the exclusive property of the City from the initial point of energy delivery, and the City shall retain and accept all responsibility and liability for said lights, poles, wiring and other components.

2. ENERGY AND MAINTENANCE OF LIGHTS. Company agrees to supply electrical energy to the point of delivery for said lights and to replace bulbs and glassware for said lights for the charges hereinafter specified.

The Company will replace bulbs and glassware within a reasonable time after receiving notice of any outage. The City shall report any outages to the Company's office in Billings, Montana. Lights shall be turned on at dusk and turned off at dawn each day during the term of this Agreement.

The Company agrees to provide additional repairs for the lights, other than replacement of bulbs and glassware, on request of the City, and City agrees to pay to Company the cost of such repairs. The cost of such repairs shall be the total cost of materials and labor plus a percentage equivalent of the cost of the fringe benefits, social security and unemployment taxes, self insurance costs, general overhead costs, and material handling costs, which will be calculated in accordance with the schedule of additives to be used by

the Company in billing the Montana State Highway Commission for work performed during the then current year. A copy of said schedule of additives, dated April 22, 1981, is attached hereto as Appendix A, and copy of said schedule will be furnished by the Company to the City when it is periodically revised.

3. LIABILITY: The City shall hold the Company harmless from any liability incurred or resulting from the construction, operation or maintenance of the lights, excepting, however, any liability incurred which is the direct result of the negligence of the Company, its agents or employees.

4. PATROL OF THE STREETLIGHTS: The City shall, insofar as consistent with its ability, cause said lights to be patrolled for the purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The Company shall have no obligation to patrol said lights; however, nothing herein shall be construed to preclude the Company from taking care of observed outages.

5. CHARGES: The Company shall charge and the City agrees to pay for the electrical energy and the replacement of bulbs and glassware for the lights on the following rate schedule:

1) $5.42 per unit per month for 250-watt, 23,400 lumen, high pressure sodium vapor lamp.
2) $6.85 per unit per month for 400-watt, 42,750 lumen, high pressure sodium vapor lamp.

The above charge shall apply only to the lights herein specified and, if additional lights are subsequently installed, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon Rate Schedule SL-80P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State Montana.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana when rendered each month, and will become delinquent ten (10) days thereafter.

6. FORCE MAJEURE: It is understood and agreed that the Company shall not be liable to comply with any of the terms and conditions of this Agreement where such failure is caused by acts of God, governmental regulations or orders, strikes, or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

7. TERM: This Agreement shall be and remain in force and effect for a

period of two (2) years and eleven (11) months from the date hereof, and shall continue in force and effect for successive periods of two years and eleven months each, until and unless terminated by either party giving the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this Agreement at the expiration of such initial term or any renewal.

8. PREVIOUS AGREEMENTS. This Agreement supersedes any agreements previously entered into by the parties with respect to the furnishing of energy or maintenance for said lights.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

THE CITY OF BILLINGS,
A Municipal Corporation

By _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM

_____
CITY ATTORNEY

SEAL

THE MONTANA POWER COMPANY

ADDITIVES TO BE USED IN BILLING THE MONTANA STATE HIGHWAY COMMISSION FOR WORK PERFORMED DURING YEAR 1981

Company Fringe Benefits (Based on 1980 Actual Costs)	1981 Percent of Payroll
Group Life Insurance	.55
Group Hospital Insurance	2.36
Group Disability Insurance	
Vacation Benefits	4.58
Sick Leave Benefits	1.05
Holiday Pay	4.08
Pensions - Unfunded	.50
Pensions - Funded	6.00
Employees' Medical	.34
Workmen's Compensation	.34
Payroll Savings Plan	1.26
Educational & Recreational	.56
Miscellaneous	.04
Total Company	21.66

Social Security & Unemployment Taxes (Based on 1981 Rates)	Maximum Taxable		Adjusted to
Old Age & Survivors' Insurance	29,700	6.65	6.65
State Unemployment	7,800	2.60	* .99
Federal Unemployment	6,000	0.70	* .21
		9.95	*7.85

* Regular rates adjusted to average yearly rates to compensate for the wage exclusions in each category.

Self Insurance Against Public Liability and Property Damage		1.00
General Overhead Costs		
Consists of Overhead Costs not directly chargeable to construction accounts and includes engineering and supervision, General Office salaries and expenses, etc., applicable to direct labor	5.06	
Plus vacation benefits - 5.06 x .0458 =	.23	5.29
Material Handling Costs		
Average cost per dollar of issue for twelve months ended December 1980		7.61

Prepared by:
H. E. Hoellein
April 22, 1981

START

Form No. 6626

NUMBER-111

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 220

DATE: June 1, 1981

FOLDER

Mt. Power

CONTRACT

THIS AGREEMENT, made and entered into this 1st day of June, 198_ by and between the MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company," and the CITY OF BILLINGS, a municipal corporation, organized under the laws of the State of Montana, hereinafter called the "City;"

WITNESSETH:

The City owns twenty-three (23) 250 watt high pressure sodium street lights on steel poles with underground wiring located on 6th Avenue North between Exposition Drive and North 18th Street, also known as Special Improvement Lighting Maintenance District #220.

The City desires to have electrical energy and maintenance furnished for such lights; and the Company is willing and desirous of assisting in furnishing electrical energy, materials, and services for the purpose stated under the following specific conditions, covenants, considerations, and none other.

Therefore, in consideration of the promises and mutual covenants of the parties hereto, it is hereby agreed:

1. OWNERSHIP: The aforesaid street lights, poles, wiring and other components constituting a part thereof shall at all times remain the exclusive property of the City from the initial point of energy delivery, and the City shall retain and accept all responsibility and liability for said lights, poles, wiring and other components.

2. ENERGY AND MAINTENANCE OF LIGHTS: The Company agrees to supply electrical energy to the point of delivery for said lights and to replace bulbs and glassware for said lights for the charges hereinafter specified.

The Company will replace bulbs and glassware within a reasonable time after receiving notice of any outage. The City shall report any outages to the Company's office in Billings, Montana. Lights shall be turned on at dusk and turned off at dawn each day during the term of this Agreement.

The Company agrees to provide additional repairs for the lights, other than replacement of bulbs and glassware, on request of the City, and City agrees to pay to Company the cost of such repairs. The cost of such repairs shall be the total cost of materials and labor plus a percentage equivalent of the cost of the fringe benefits, social security and unemployment taxes, self insurance costs, general overhead costs, and material handling costs, which will

be calculated in accordance with the schedule of additives to be used by the Company in billing the Montana State Highway Commission for work performed during the then current year. A copy of said schedule of additives, dated April 22, 1981, is attached hereto as Appendix A, and copy of said schedule will be furnished by the Company to the City when it is periodically revised.

3. LIABILITY: The City shall hold the Company harmless from any liability incurred or resulting from the construction, operation or maintenance of the lights; excepting, however, any liability incurred which is the direct result of the negligence of the Company, its agents or employees.

4. PATROL OF THE STREETLIGHTS: The City shall, insofar as consistent with its ability, cause said lights to be patrolled for the purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The Company shall have no obligation to patrol said lights; however, nothing herein shall be construed to preclude the Company from taking care of observed outages.

5. CHARGES: The Company shall charge and the City agrees to pay for the electrical energy and the replacement of bulbs and glassware for the lights on the following rate schedule:

> $5.42 per unit per month for 250 watt, 23,400 lumen, high pressure sodium vapor lamp.

The above charge shall apply only to the lights herein specified, and if additional lights are subsequently installed the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon Rate Schedule SL-80P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

6. FORCE MAJEURE. It is understood and agreed that the Company shall not be liable to comply with any of the terms and conditions of this Agreement where such failure is caused by acts of God, government regulations or orders, strikes, or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

7. TERM. This Agreement shall be and remain in force and effect for a

period of two (2) years and eleven (11) months from the date hereof, and shall continue in force and effect for successive periods of two years and eleven months each, until and unless terminated by either party giving the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this Agreement at the expiration of such initial term or any renewal.

8. PREVIOUS AGREEMENTS. This agreement supersedes any agreements previously entered into by the parties with respect to the furnishing of energy or maintenance for said lights.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

THE CITY OF BILLINGS,
a Municipal Corporation

By _____
Mayor Deputy Mayor in the absence of the Mayor

ATTEST:

_____
City Clerk

CITY OF BILLINGS
SEAL
YELLOWSTONE COUNTY, MONTANA

START

Form No. 0838

NUMBER-112

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 222

DATE: June 15, 1981

FOLDER

CONTRACT

This Agreement, made and entered into this 15 day of June, 1981, by and between The Montana Power Company, a corporation having its principal offices and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company," and the City of Billings, a municipal corporation, organized under the laws of the State of Montana, hereinafter called the "City;"

WITNESSETH:

The City owns 11 units of the 150-watt high pressure sodium street-lights on poles with underground wiring abutting on both sides of North 22nd Street from 9th Avenue North to 11th Avenue North, also known as Special Improvement Lighting District #218.

Lots 7-12, Block 289, Original Town of Billings;
Lots 1-12, Block 303, Original Town of Billings;
Tracts A and B, Certificate of Survey 449;
Certificate of Survey 536;
Frac. 50x15', SWNW¼ of 33, T1N, R26;
Frac. SWNW¼ of 33, T1N, R26, Sunnyside Subdivision;
E.28.8' of N.38', Block 13, Sunnyside Subdivision;
Lot 1, Block 14, Sunnyside Subdivision;
Lot 4, Block 14, Sunnyside Subdivision;
E.70' of S.100', L. 4, Blk. 16, 2 Sunnyside Subdivision;
L. 10A of L. 1, Blk. 15, Am.2A-15, 2 Sunnyside Sub., 3rd Am.;
Lot 1, Blk. 15, Sunnyside Subdivision, 3rd Filing;
Tract A, in C/S 262, in Lot 1, Blk. 15, Sunnyside Sub.;
W½ of N50' of S320', N50' of S100' of N340', S50' of N340'
N60' of S170' of W½, S110' of W½ of Lot 7, Burnstead Sub.;
N½N½, S½N½, N½S½, S62.5' of Lot 8, Burnstead Subdivison;
N.52.5', N.52.5' of S½, W80' of S25' of L. 21, Burnstead Sub.;
W½ of N.75', S50' of N125' of Lot 22, Burnstead Sub., 2nd;

1. OWNERSHIP. The aforesaid streetlights, poles, wiring and other components constituting a part thereof shall at all times remain the exclusive property of the City from the initial point of energy delivery, and the City shall retain and accept all responsibility and liability for said lights, poles, wiring and other components.

2. ENERGY AND MAINTENANCE OF LIGHTS. Company agrees to supply electrical energy to the point of delivery for said lights and to replace bulbs and glassware for said lights for the charges hereinafter specified.

The Company will replace bulbs and glassware within a reasonable time after receiving notice of any outage. The City shall report any outages to the Company's office in Billings, Montana. Lights shall be turned on at dusk and turned off at dawn each day during the term of this Agrement.

The Company agrees to provide additional repairs for the lights, other than replacement of bulbs and glassware, on request of the City, and City agrees to pay to Company the cost of such repairs. The cost of such repairs shall be the total cost of materials and labor plus a percentage equivalent of the cost of the fringe benefits, social security and unemployment taxes, self insurance costs, general overhead costs, and material handling costs, which will be calculated in accordance with the schedule of additives to be used by the Company in billing the Montana State Highway Commission for work performed during the then current year. A copy of said schedule of additives, dated April 22, 1981 is attached hereto as Appendix A, and a copy of said schedule will be furnished by the Company to the City when it is periodically revised.

3. LIABILITY. The City shall hold the Company harmless from any liability incurred or resulting from the construction, operation or maintenance of the lights; excepting, however, any liability incurred which is the direct result of the negligence of the Company, its agents or employees.

4. PATROL OF THE STREETLIGHTS. The City shall, insofar as consistent with its ability, cause said lights to be patrolled for the purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The Company shall have no obligation to patrol said lights, however, nothing herein shall be construed to preclude the Company from taking care of observed outages.

5. CHARGES. The Company shall charge and the City agrees to pay for the electrical energy and the replacement of bulbs and glassware for the lights on the following rate schedule.

$ 4.56 per unit per month for 150 watt
12500 lumen, high pressure sodium vapor lamp

The above charge shall apply only to the lights herein specified, and if additional lights are subsequently installed, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon Rate Schedule SL-80P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

6. FORCE MAJEURE. It is understood and agreed that the Company shall not be liable to comply with any of the terms and conditions of this Agreement where such failure is caused by acts of God, governmental regulations or orders, strikes, or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

7. TERM. This Agreement shall be and remain in force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall continue in force and effect for successive periods of two years and eleven months each, until and unless terminated by either party giving the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this Agreement at the expiration of such initial term or any renewal.

8. PREVIOUS AGREEMENTS. This agreement supersedes any agreements previously entered into by the parties with respect to the furnishing of energy or maintenance for said lights.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____

Manager, Billings Division

THE CITY OF BILLINGS,

a Municipal Corporation

By _____

Mayor [redacted]

ATTEST:

CITY OF BILLINGS SEAL YELLOWSTONE COUNTY, MONTANA

_____

City Clerk Deputy

THE MONTANA POWER COMPANY

APPENDIX "A"

ADDITIVES TO BE USED IN BILLING THE MONTANA STATE HIGHWAY COMMISSION FOR WORK PERFORMED DURING YEAR 1981

Company Fringe Benefits (Based on 1980 Actual Costs)	1981 Percent of Payroll
Group Life Insurance	.55
Group Hospital Insurance	2.36
Group Disability Insurance	
Vacation Benefits	4.58
Sick Leave Benefits	1.05
Holiday Pay	4.08
Pensions - Unfunded	.50
Pensions - Funded	6.00
Employees' Medical	.34
Workmen's Compensation	.34
Payroll Savings Plan	1.26
Educational & Recreational	.56
Miscellaneous	.04
Total Company	21.66

Social Security & Unemployment Taxes (Based on 1981 Rates)	Maximum Taxable		Adjusted to
Old Age & Survivors' Insurance	29,700	6.65	6.65
State Unemployment	7,800	2.60	* .99
Federal Unemployment	6,000	0.70	* .21
		9.95	*7.85

* Regular rates adjusted to average yearly rates to compensate for the wage exclusions in each category.

Self Insurance Against Public Liability and Property Damage		1.00
General Overhead Costs		
Consists of Overhead Costs not directly chargeable to construction accounts and includes engineering and supervision, General Office salaries and expenses, etc., applicable to direct labor	5.06	
Plus vacation benefits - 5.06 x .0458 =	.23	5.29
Material Handling Costs		
Average cost per dollar of issue for twelve months ended December 1980		7.61

Prepared by:
H. E. Hoellein
April 22, 1981

START

Form No. 6626

NUMBER - 113

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 223

DATE: June 15, 1981

FOLDER

CONTRACT

This Agreement, made and entered into this 15 day of June, 1981, by and between The Montana Power Company, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the City of Billings, a municipal corporation, organized under the laws of the State of Montana, hereinafter called the "City";

WITNESSETH:

The City owns 24 100-watt high pressure sodium lamps on poles with underground wiring abutting on both sides of Cook Avenue from 6th Street West to 10th Street West, also known as Special Improvement Lighting District #219.

Lots 1-23, Block 19, Yellowstone Addition
Lots 1-25, Block 20, Yellowstone Addition
Lots 26-41, Block 21, Yellowstone Addition
Lots 30-46, Block 22, Yellowstone Addition
Lot 1, Block 1, Central Avenue Addition
Lots 1- 4, Block 2, Central Avenue Addition
Lots 1-23, Block 17, Broadwater Subdivision
Lots 1-23, Block 18, Broadwater Subdivision
Lots 1-23, Block 1, Reichenbach Subdivision
Lots 1-23, Block 2, Reichenbach Subdivision
Tracts 1 and 2, Certificate of Survey 861

The City desires to have electrical energy and maintenance furnished for such lights; and the Company is willing and desirous of assisting in furnishing electrical energy, materials, and services for the purposes stated under the following specific conditions, covenants, considerations, and none other.

Therefore, in consideration of the promises and mutual covenants of the parties hereto, it is hereby agreed:

The City desires to have electrical enerby and maintenance furnished for such lights; and the Company is willing and desirous of assisting in furnishing electrical energy, materials, and services for the purposes stated under the following specific conditions, covenants, considerations, and none other.

Therefore, in consideration of the promises and mutual covenants of the parties hereto, it is hereby agreed:

1. OWNERSHIP. The aforesaid streetlights, poles, wiring and other components constituting a part thereof shall at all times remain the exclusive property of the City from tne initial point of energy delivery, and the City shall retain and accept all responsibility and liability for said lights, poles, wiring and other components.

2. ENERGY AND MAINTENANCE OF LIGHTS. Company agrees to supply electrical energy to the point of delivery for said lights and to replace bulbs and glassware for said lights for the charges hereinafter specified.

The Company will replace bulbs and glassware within a reasonable time after receiving notice of any outage. The City shall report any outages to the Company's office in Billings, Montana. Lights shall be turned on at dusk and turned off at dawn each day during the term of this Agrement.

The Company agrees to provide additional repairs for the lights, other than replacement of bulbs and glassware, on request of the City, and City agrees to pay to Company the cost of such repairs. The cost of such repairs shall be the total cost of materials and labor plus a percentage equivalent of the cost of the fringe benefits, social security and unemployment taxes, self insurance costs, general overhead costs, and material handling costs, which will be calculated in accordance with the schedule of additives to be used by the Company in billing the Montana State Highway Commission for work performed during the then current year. A copy of said schedule of additives, dated April 22, 1981 is attached hereto as Appendix A, and a copy of said schedule will be furnished by the Company to the City when it is periodically revised.

3. LIABILITY. The City shall hold the Company harmless from any liability incurred or resulting from the construction, operation or maintenance of the lights; excepting, however, any liability incurred which is the direct result of the negligence of the Company, its agents or employees.

4. PATROL OF THE STREETLIGHTS. The City shall, insofar as consistent with its ability, cause said lights to be patrolled for the purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The Company shall have no obligation to patrol said lights, however, nothing herein shall be construed to preclude the Company from taking care of observed outages.

5. CHARGES. The Company shall charge and the City agrees to pay for the electrical energy and the replacement of bulbs and glassware for the lights on the following rate schedule.

$ 2.75 per unit per month for 100-watt,
8550 lumen, high pressure sodium vapor lamp

The above charge shall apply only to the lights herein specified, and if additional lights are subsequently installed, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon Rate Schedule SL-80P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

6. FORCE MAJEURE. It is understood and agreed that the Company shall not be liable to comply with any of the terms and conditions of

this Agreement where such failure is caused by acts of God, governmental regulations or orders, strikes, or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

7. TERM. This Agreement shall be and remain in force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall continue in force and effect for successive periods of two years and eleven months each, until and unless terminated by either party giving the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this Agreement at the expiration of such initial term or any renewal.

8. PREVIOUS AGREEMENTS. This agreement supersedes any agreements previously entered into by the parties with respect to the furnishing of energy or maintenance for said lights.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____

Manager, Billings Division

THE CITY OF BILLINGS,

a Municipal Corporation

By _____

Mayor

ATTEST:

CITY OF BILLINGS SEAL YELLOWSTONE COUNTY MONTANA

_____

City Clerk

THE MONTANA POWER COMPANY

Appendix "A"

ADDITIVES TO BE USED IN BILLING THE MONTANA STATE HIGHWAY COMMISSION FOR WORK PERFORMED DURING YEAR 1981

Company Fringe Benefits (Based on 1980 Actual Costs)	1981 Percent of Payroll
Group Life Insurance	.55
Group Hospital Insurance	2.36
Group Disability Insurance	
Vacation Benefits	4.58
Sick Leave Benefits	1.05
Holiday Pay	4.08
Pensions - Unfunded	.50
Pensions - Funded	6.00
Employees' Medical	.34
Workmen's Compensation	.34
Payroll Savings Plan	1.26
Educational & Recreational	.56
Miscellaneous	.04
Total Company	21.66

Social Security & Unemployment Taxes (Based on 1981 Rates)	Maximum Taxable		Adjusted to
Old Age & Survivors' Insurance	29,700	6.65	6.65
State Unemployment	7,800	2.60	* .99
Federal Unemployment	6,000	0.70	* .21
		9.95	*7.85

* Regular rates adjusted to average yearly rates to compensate for the wage exclusions in each category.

Self Insurance Against Public Liability and Property Damage		1.00
General Overhead Costs		
Consists of Overhead Costs not directly chargeable to construction accounts and includes engineering and supervision, General Office salaries and expenses, etc., applicable to direct labor	5.06	
Plus vacation benefits - 5.06 x .0458 =	.23	5.29
Material Handling Costs		
Average cost per dollar of issue for twelve months ended December 1980		7.61

Prepared by:
H. E. Hoellein
April 22, 1981

START

Form No. [illegible]

NUMBER-114

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 222

DATE: July 19, 1982

FOLDER

SILMD 222

CONTRACT

THIS AGREEMENT, made and entered into this 19 day of July, 1982 by and between the MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company," and the CITY OF BILLINGS, a municipal corporation, organized under the laws of the State of Montana, hereinafter called the "City;"

WITNESSETH:

The City owns eleven (11) 150 watt high pressure sodium street lights on steel poles with underground wiring located on North 22nd Street from 150 feet north of 11th Avenue North to 150 feet south of 9th Avenue North, also known as Special Improvement Lighting Maintenance District #222.

The City desires to have electrical energy and maintenance furnished for such lights; and the Company is willing and desirous of assisting in furnishing electrical energy, materials, and services for the purpose stated under the following specific conditions, covenants, considerations, and none other.

Therefore, in consideration of the promises and mutual covenants of the parties hereto, it is hereby agreed:

1. OWNERSHIP: The aforesaid street lights, poles, wiring and other components constituting a part thereof shall at all times remain the exclusive property of the City from the initial point of energy delivery, and the City shall retain and accept all responsibility and liability for said lights, poles, wiring and other components.

2. ENERGY AND MAINTENANCE OF LIGHTS: The Company agrees to supply electrical energy to the point of delivery for said lights and to replace bulbs and glassware for said lights for the charges hereinafter specified.

The Company will replace bulbs and glassware within a reasonable time after receiving notice of any outage. The City shall report any outages to the Company's office in Billings, Montana. Lights shall be turned on at dusk and turned off at dawn each day during the term of this Agreement.

The Company agrees to provide additional repairs for the lights, other than replacement of bulbs and glassware, on request of the City,

and City agrees to pay to Company the cost of such repairs. The cost of such repairs shall be the total cost of materials and labor plus a percentage equivalent of the cost of the fringe benefits, social security and unemployment taxes, self insurance costs, general overhead costs, and material handling costs, which will be calculated in accordance with the schedule of additives to be used by the Company in billing the Montana State Highway Commission for work performed during the then current year. A copy of said schedule of additives, for year 1982, is attached hereto as Appendix A, and copy of said schedule will be furnished by the Company to the City when it is periodically revised.

3. LIABILITY: The City shall hold the Company harmless from any liability incurred or resulting from the construction, operation or maintenance of the lights; excepting, however, any liability incurred which is the direct result of the negligence of the Company, its agents or employees.

4. PATROL OF THE STREETLIGHTS: The City shall, insofar as consistent with its ability, cause said lights to be patrolled for the purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The Company shall have no obligation to patrol said lights; however, nothing herein shall be construed to preclude the Company from taking care of observed outages.

5. CHARGES: The Company shall charge and the City agrees to pay for the electrical energy and the replacement of bulbs and glassware for the lights on the following rate schedule:

NB $~~4.56~~ 4.54 per unit per month for 150 watt, 13,500 lumen, high pressure sodium vapor lamp.

The above charge shall apply only to the lights herein specified, and if additional lights are subsequently installed the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon Rate Schedule SL-80P/applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

NB Supp 1

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days

thereafter.

6. FORCE MAJEURE: It is understood and agreed that the Company shall not be liable to comply with any of the terms and conditions of this Agreement where such failure is caused by acts of God, government regulations or orders, strikes, or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

7. TERM: This Agreement shall be and remain in force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall continue in force and effect for successive periods of two years and eleven months each, until and unless terminated by either party giving the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this Agreement at the expiration of such initial term or any renewal.

8. PREVIOUS AGREEMENTS: This agreement hereby terminates all contracts and agreements pertaining to SILMD #218 and supersedes any agreements previously entered into by the parties with respect to the furnishing of energy or maintenance for said lights.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By O L Bilden
Manager, Billings Division

THE CITY OF BILLINGS
A Municipal Corporation

By William B. Sof
Mayor

ATTEST:

Bonnie J Stark
City Clerk

CITY OF BILLINGS SEAL YELLOWSTONE COUNTY, MONTANA

THE MONTANA POWER COMPANY

ADDITIVES TO BE USED IN BILLING THE MONTANA STATE HIGHWAY COMMISSION FOR WORK PERFORMED DURING THE YEAR 1982

Company Fringe Benefits (Based on 1981 Actual Costs)	1982 Percent for Billing Purposes
Group Life Insurance	.41
Group Hospital	2.69
Group Long Term Disability	.12
Group Dental	.61
Other Disability	.04
Education and Recreation	.59
Miscellaneous	.47
Employee Assistance Program	.20
Contributions to Union Pensions	.05
Unfunded Pension Payments	.57
Trust Fund Payments	5.78
Trust Fund Administrative Expenses	.28
Payroll Savings - Company Cost	1.40
Payroll Savings - Administrative Expenses	.17
Other Medical	.16
State I.A.B. (Workers' Compensation)	.16
Employee Discounts	1.01
Vacation Benefits	5.42
Sick Leave Benefits	1.21
Holiday Pay	4.36
Total Payroll	25.71

Social Security & Unemployment Taxes (Based on 1982 Rates)	Maximum Taxable		Adjusted to
Old Age & Survivors' Insurance	32,400	6.70	6.70
State Unemployment	8,000	2.40	* .83
Federal Unemployment	6,000	0.70	* .18
		9.75	7.71

* Regular rates adjusted to average yearly rates to compensate for the wage exclusions in each category.

Self Insurance Against Public Liability and Property Damage		1.00
General Overhead Costs		
Consists of Overhead Costs not directly chargeable to construction accounts and includes engineering and supervision, General Office salaries and expenses, etc., applicable to direct labor	4.90	
Plus vacation benefits - 4.90 x .0542 =	.27	5.17
Material Handling Costs		
Average cost per dollar of issue for twelve months ended December 1981		8.72

START

Form No. 6626

NUMBER-115

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 223

DATE: July 19, 1982

FOLDER

CONTRACT

THIS AGREEMENT, made and entered into this 19 day of July 1982, by and between the MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company," and the CITY OF BILLINGS, a municipal corporation, organized under the laws of the State of Montana, hereinafter called the "City;"

WITNESSETH:

The City owns twenty-four (24) 100 watt high pressure sodium street lights on poles with underground wiring located on both sides of Cook Avenue from 6th Street West to 10th Street West, also known as Special Improvement Lighting Maintenance District #223.

The City desires to have electrical energy and maintenance furnished for such lights; and the Company is willing and desirous of assisting in furnishing electrical energy, materials, and services for the purpose stated under the following specific conditions, covenants, considerations, and none other.

Therefore, in consideration of the promises and mutual covenants of the parties hereto, it is hereby agreed:

1. OWNERSHIP: The aforesaid street lights, poles, wiring and other components constituting a part thereof shall at all times remain the exclusive property of the City from the initial point of energy delivery, and the City shall retain and accept all responsibility and liability for said lights, poles, wiring and other components.

2. ENERGY AND MAINTENANCE OF LIGHTS: The Company agrees to supply electrical energy to the point of delivery for said lights and to replace bulbs and glassware for said lights for the charges hereinafter specified.

The Company will replace bulbs and glassware within a reasonable time after receiving notice of any outage. The City shall report any outages to the Company's office in Billings, Montana. Lights shall be turned on at dusk and turned off at dawn each day during the term of this Agreement.

The Company agrees to provide additional repairs for the lights, other than replacement of bulbs and glassware, on request of the City, and City agrees to pay to Company the cost of such repairs. The cost of such repairs shall be the total cost of materials and labor plus

a percentage equivalent of the cost of the fringe benefits, social security and unemployment taxes, self insurance costs, general overhead costs, and material handling costs, which will be calculated in accordance with the schedule of additives to be used by the Company in billing the Montana State Highway Commission for work performed during the then current year. A copy of said schedule of additives, for year 1982, is attached hereto as Appendix A, and copy of said schedule will be furnished by the Company to the City when it is periodically revised.

3. LIABILITY: The City shall hold the Company harmless from any liability incurred or resulting from the construction, operation or maintenance of the lights; excepting, however, any liability incurred which is the direct result of the negligence of the Company, its agents or employees.

4. PATROL OF THE STREETLIGHTS: The City shall, insofar as consistent with its ability, cause said lights to be patrolled for the purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The Company shall have no obligation to patrol said lights; however, nothing herein shall be construed to preclude the Company from taking care of observed outages.

5. CHARGES: The Company shall charge and the City agrees to pay for the electrical energy and the replacement of bulbs and glassware for the lights on the following rate schedule:

CLB ~~$2.75~~ 2.73 per unit per month for 100 watt, 8550 lumen, high pressure sodium vapor lamp.

The above charge shall apply only to the lights herein specified, and if additional lights are subsequently installed the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon Rate Schedule SL-80P Supp 1 applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

6. FORCE MAJEURE: It is understood and agreed that the Company

shall not be liable to comply with any of the terms and conditions of this Agreement where such failure is caused by acts of God, government regulations or orders, strikes, or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyong the reasonable control of the Company.

7. TERM: This Agreement shall be and remain in force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall continue in force and effect for successive periods of two years and eleven months each, until and unless terminated by either party giving the other party notice in writing at least sixty (60) days prior to the expiration of the intial term hereof, or any renewal thereof, of its intention to terminate this Agreement at the expiration of such initial term or any renewal.

8. PREVIOUS AGREEMENTS: This agreement hereby terminates all contracts and agreements pertaining to SILMD #219 and supersedes any agreements previously entered into by the parties with respect to the furnishing of energy or maintenance for said lights.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

THE CITY OF BILLINGS,
a Municipal Corporation

By _____
Mayor

ATTEST:

_____
City Clerk

CITY OF BILLINGS SEAL YELLOWSTONE COUNTY, MONTANA

THE MONTANA POWER COMPANY

ADDITIVES TO BE USED IN BILLING THE MONTANA STATE HIGHWAY COMMISSION FOR WORK PERFORMED DURING THE YEAR 1982

Company Fringe Benefits (Based on 1981 Actual Costs)	1982 Percent for Billing Purposes
Group Life Insurance	.41
Group Hospital	2.69
Group Long Term Disability	.12
Group Dental	.61
Other Disability	.04
Education and Recreation	.59
Miscellaneous	.47
Employee Assistance Program	.20
Contributions to Union Pensions	.05
Unfunded Pension Payments	.57
Trust Fund Payments	5.78
Trust Fund Administrative Expenses	.28
Payroll Savings - Company Cost	1.40
Payroll Savings - Administrative Expenses	.17
Other Medical	.16
State I.A.B. (Workers' Compensation)	.16
Employee Discounts	1.01
Vacation Benefits	5.42
Sick Leave Benefits	1.21
Holiday Pay	4.36
Total Payroll	25.71

Social Security & Unemployment Taxes (Based on 1982 Rates)	Maximum Taxable		Adjusted to
Old Age & Survivors' Insurance	32,400	6.70	6.70
State Unemployment	8,000	2.40	* .83
Federal Unemployment	6,000	0.70	* .18
		9.75	7.71

* Regular rates adjusted to average yearly rates to compensate for the wage exclusions in each category.

Self Insurance Against Public Liability and Property Damage		1.00
General Overhead Costs		
Consists of Overhead Costs not directly chargeable to construction accounts and includes engineering and supervision, General Office salaries and expenses, etc., applicable to direct labor	4.90	
Plus vacation benefits - 4.90 x .0542 =	.27	5.17
Material Handling Costs		
Average cost per dollar of issue for twelve months ended December 1981		8.72

START

Form No. 0000

NUMBER-116

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 224

DATE: May 24, 1982

FOLDER

C O N T R A C T

THIS AGREEMENT, made and entered into this 24 day of May, 1982, by and between the MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company," and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City."

W I T N E S S E T H :

WHEREAS, Special Improvement Lighting Maintenance District No. 224 has been duly and regularly created by the City Council of the City of Billings, Montana for the purpose of providing new 400 Watt High Pressure Sodium Vapor (HPS) street lighting within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties, hereto, IT IS AGREED AS FOLLOWS:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: 400 Watt High Pressure Sodium Vapor glass enclosed luminaires with nine foot arms mounted at 35 feet on steel poles served by overhead wiring.

(b) Locations: There will be fifty-five (55) units spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the District, and to maintain said system for the charges hereinafter specified.

Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 400 Watt HPS lighting unit, the sum of $281.48 per year.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon Rate Schedule SL 80 - Supplement #1, applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage of lamps and glassware. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City for the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana when rendered each month and will become delinquent ten (10) days thereafter.

SECTION 6. PATROL OF THE STREETLIGHTS

The City shall insofar as consistent with its ability, cause said lights to be patrolled for the purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The Company shall have no obligation to patrol said lights.

SECTION 7. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 8. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

Division Manager

THE CITY OF BILLINGS
A Municipal Corporation

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM

CITY ATTORNEY

CITY OF BILLINGS SEAL YELLOWSTONE COUNTY, MONTANA

START

Form No. 0828

NUMBER-117

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 225

DATE: April 15, 1983

FOLDER

CONTRACT

This Agreement, made and entered into this 15 day of April, 1983, by and between The MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation, organized under the laws of the State of Montana, hereinafter called the "City";

WITNESSETH:

The City owns thirty-five (35) 250 watt high pressure sodium street lights on steel poles with underground wiring located at 4th Avenue North between North 18th Street and North 27th Street, also known as Special Improvement Lighting Maintenance District #225.

The City desires to have electrical energy and maintenance furnished for such lights; and the Company is willing and desirous of assisting in furnishing electrical energy, materials, and services for the purpose stated under the following specific conditions, covenants, considerations, and none other.

Therefore, in consideration of the promises and mutual covenants of the parties hereto, it is hereby agreed:

1. OWNERSHIP. The aforesaid street lights, poles, wiring and other components constituting a part thereof shall at all times remain the exclusive property of the City from the initial point of energy delivery, and the City shall retain and accept all responsibility and liability for said lights, poles, wiring and other components.

2. ENERGY AND MAINTENANCE OF LIGHTS. The Company agrees to supply electrical energy to the point of delivery for said lights and to replace bulbs and glassware for said lights for the charges hereinafter specified.

The Company will replace bulbs and glassware within a reasonable time after receiving notice of any outage. The City shall report any outages to the Company's office in Billings, Montana. Lights shall be turned on at dusk and turned off at dawn each day during the term of this Agrement.

The Company agrees to provide additional repairs for the lights, other than replacement of bulbs and glassware, on request of the City, and City agrees to pay to Company the cost of such repairs. The cost of such repairs shall be the total cost of materials and labor plus a percentage equivalent of the cost of the fringe benefits, social security and unemployment taxes, self insurance costs, general overhead costs, and material handling costs, which will be calculated in accordance with the schedule of additives to be used by the Company in billing the Montana State Highway Commission for work performed during the then current year. A copy of said schedule of additives, dated

YEAR, 1983, is attached hereto as Appendix A, and a copy of said schedule will be furnished by the Company to the City when it is periodically revised.

3. LIABILITY. The City shall hold the Company harmless from any liability incurred or resulting from the construction, operation or maintenance of the lights; excepting, however, any liability incurred which is the direct result of the negligence of the Company, its agents or employees.

4. PATROL OF THE STREET LIGHTS. The City shall, insofar as consistent with its ability, cause said lights to be patrolled for the purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The Company shall have no obligation to patrol said lights, however, nothing herein shall be construed to preclude the Company from taking care of observed outages.

5. CHARGES. The Company shall charge and the City agrees to pay for the electrical energy and the replacement of bulbs and glassware for the lights on the following rate schedule.

$6.01 per unit per month for 250-watt,
23,400 lumen, high pressure sodium vapor lamp

The above charge shall apply only to the lights herein specified, and if additional lights are subsequently installed, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon Rate Schedule SL-82-P-I applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

6. FORCE MAJEURE. It is understood and agreed that the Company shall not be liable to comply with any of the terms and conditions of this Agreement where such failure is caused by acts of God, governmental regulations or orders, strikes, or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

7. TERM. This Agreement shall be and remain in force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall continue in force and effect for successive periods of two years and eleven months each, until and unless terminated by either party giving the other party notice in writing at least sixty (60) days prior to the expiration of the

initial term hereof, or any renewal thereof, of its intention to terminate this Agreement at the expiration of such initial term or any renewal.

8. PREVIOUS AGREEMENTS. This agreement supersedes any agreements previously entered into by the parties with respect to the furnishing of energy or maintenance for said lights.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

THE CITY OF BILLINGS,
a Municipal Corporation

Council approval
4-25-83

By _____
Mayor Deputy Mayor in the absence of the Mayor

APPROVED
AS TO FORM
_____
CITY ATTORNEY

ATTEST:

_____
City Clerk

CITY OF BILLINGS
SEAL
YELLOWSTONE COUNTY, MONTANA

THE MONTANA POWER COMPANY

ADDITIVES TO BE USED IN BILLING THE MONTANA STATE HIGHWAY COMMISSION FOR WORK PERFORMED DURING THE YEAR 1983

Company Fringe Benefits (Based on 1982 Actual Costs)	1983 Percent for Billing Purposes	
Group Life Insurance	0.84	
Group Hospital Insurance	3.55	
Western Energy (Texas)	0.00	
Group Long Term Disability	0.11	
Group Dental	0.51	
Other Disability	0.04	
Education and Recreation	0.52	
Miscellaneous	0.65	
Employee Assistance Program	0.18	
Contributions Union Pensions	0.05	
Unfunded Pension Payments	0.41	
Trust Fund Payments	6.01	
Trust Fund Administrative Expenses	0.23	
Payroll Savings Company	1.58	
Payroll Savings Administrative Expense	0.10	
Other Medical	0.18	
State I.A.B. Workers' Compensation	0.32	
Employee Discounts	1.04	
Vacation Benefits	4.52	
Sick Leave Benefits	1.75	
Holiday Pay	4.00	
Other Pay For Time Not Worked	0.73	27.32

Social Security & Unemployment Taxes (Based on 1983 Rates)	Maximum Taxable		Adjusted to
Old Age & Survivors' Insurance	35,700	6.70	6.70
State Unemployment	8,200	2.40	* .79
Federal Unemployment	7,000	0.70	* .20
		9.85	7.69

* Regular rates adjusted to average yearly rates to compensate for the wage exclusions in each category.

Self Insurance Against Public Liability and Property Damage			1.00
General Overhead Costs			
Consists of Overhead Costs not directly chargeable to construction accounts and includes engineering and supervision, General Office salaries and expenses, etc., applicable to direct labor		4.32	
Plus vacation benefits - 4.32 x .0452 =		.19	4.51
Material Handling Costs			
Average cost per dollar of issue for twelve months ended December 1982			9.72

START

Form No. 6628

NUMBER - 118

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 226

DATE: Jan. 16, 1984

FOLDER

CONTRACT

This Agreement, made and entered into this 16 day of January, 1984, by and between The MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation, organized under the laws of the State of Montana, hereinafter called the "City";

WITNESSETH:

The City owns seventeen (17) 400 watt high pressure sodium street lights on steel poles with underground wiring located along Rimrock Road between North 27th Street and Ryniker Drive also known as Special Improvement Lighting Maintenance District #226.

The City desires to have electrical energy and maintenance furnished for such lights; and the Company is willing and desirous of assisting in furnishing electrical energy, materials, and services for the purpose stated under the following specific conditions, covenants, considerations, and none other.

Therefore, in consideration of the promises and mutual covenants of the parties hereto, it is hereby agreed:

1. OWNERSHIP. The aforesaid street lights, poles, wiring and other components constituting a part thereof shall at all times remain the exclusive property of the City from the initial point of energy delivery, and the City shall retain and accept all responsibility and liability for said lights, poles, wiring and other components.

2. ENERGY AND MAINTENANCE OF LIGHTS. The Company agrees to supply electrical energy to the point of delivery for said lights and to replace bulbs and glassware for said lights for the charges hereinafter specified.

The Company will replace bulbs and glassware within a reasonable time after receiving notice of any outage. The City shall report any outages to the Company's office in Billings, Montana. Lights shall be turned on at dusk and turned off at dawn each day during the term of this Agrement.

The Company agrees to provide additional repairs for the lights, other than replacement of bulbs and glassware, on request of the City, and City agrees to pay to Company the cost of such repairs. The cost of such repairs shall be the total cost of materials and labor plus a percentage equivalent of the cost of the fringe benefits, social security and unemployment taxes, self insurance costs, general overhead costs, and material handling costs, which will be calculated in accordance with the schedule of additives to be used by the Company in billing the Montana State Highway Commission for work performed during the then current year. A copy of said schedule of additives, dated

June 1983, is attached hereto as Appendix A, and a copy of said schedule will be furnished by the Company to the City when it is periodically revised.

3. LIABILITY. The City shall hold the Company harmless from any liability incurred or resulting from the construction, operation or maintenance of the lights; excepting, however, any liability incurred which is the direct result of the negligence of the Company, its agents or employees.

4. PATROL OF THE STREET LIGHTS. The City shall, insofar as consistent with its ability, cause said lights to be patrolled for the purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The Company shall have no obligation to patrol said lights, however, nothing herein shall be construed to preclude the Company from taking care of observed outages.

5. CHARGES. The Company shall charge and the City agrees to pay for the electrical energy and the replacement of bulbs and glassware for the lights on the following rate schedule.

$7.65 per unit per month for 400-watt,
high pressure sodium vapor lamp

The above charge shall apply only to the lights herein specified, and if additional lights are subsequently installed, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon Rate Schedule SL-83-P-4 applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

6. FORCE MAJEURE. It is understood and agreed that the Company shall not be liable to comply with any of the terms and conditions of this Agreement where such failure is caused by acts of God, governmental regulations or orders, strikes, or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

7. TERM. This Agreement shall be and remain in force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall continue in force and effect for successive periods of two years and eleven

months each, until and unless terminated by either party giving the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this Agreement at the expiration of such initial term or any renewal.

8. PREVIOUS AGREEMENTS. This agreement supersedes any agreements previously entered into by the parties with respect to the furnishing of energy or maintenance for said lights.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By C L Belden
Manager, Billings Division

THE CITY OF BILLINGS,
a Municipal Corporation

By James W Van Ausdale
Mayor

CITY OF BILLINGS SEAL YELLOWSTONE COUNTY, MONTANA

ATTEST:

Anna C. Wharton
City Clerk

START

Form No. 5555

NUMBER-119

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 227

DATE: Nov. 14, 1983

FOLDER

CONTRACT

This Agreement, made and entered into this 14 day of Nov., 1983, by and between The MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation, organized under the laws of the State of Montana, hereinafter called the "City";

WITNESSETH:

The City owns twenty-seven (27) 400 watt and seven (7) 250 watt high pressure sodium street lights on steel poles with underground wiring located at King Ave W between South 24th Street West and the Burlington Northern Overpass also known as Special Improvement Lighting Maintenance District #227.

The City desires to have electrical energy and maintenance furnished for such lights; and the Company is willing and desirous of assisting in furnishing electrical energy, materials, and services for the purpose stated under the following specific conditions, covenants, considerations, and none other.

Therefore, in consideration of the promises and mutual covenants of the parties hereto, it is hereby agreed:

1. OWNERSHIP. The aforesaid street lights, poles, wiring and other components constituting a part thereof shall at all times remain the exclusive property of the City from the initial point of energy delivery, and the City shall retain and accept all responsibility and liability for said lights, poles, wiring and other components.

2. ENERGY AND MAINTENANCE OF LIGHTS. The Company agrees to supply electrical energy to the point of delivery for said lights and to replace bulbs and glassware for said lights for the charges hereinafter specified.

The Company will replace bulbs and glassware within a reasonable time after receiving notice of any outage. The City shall report any outages to the Company's office in Billings, Montana. Lights shall be turned on at dusk and turned off at dawn each day during the term of this Agrement.

The Company agrees to provide additional repairs for the lights, other than replacement of bulbs and glassware, on request of the City, and City agrees to pay to Company the cost of such repairs. The cost of such repairs shall be the total cost of materials and labor plus a percentage equivalent of the cost of the fringe benefits, social security and unemployment taxes, self insurance costs, general overhead costs, and material handling costs, which will be calculated in accordance with the schedule of additives to be used by the Company in billing the Montana State Highway Commission for work performed during the then current year. A copy of said schedule of additives, dated

June, 1983, is attached hereto as Appendix A, and a copy of said schedule will be furnished by the Company to the City when it is periodically revised.

3. LIABILITY. The City shall hold the Company harmless from any liability incurred or resulting from the construction, operation or maintenance of the lights; excepting, however, any liability incurred which is the direct result of the negligence of the Company, its agents or employees.

4. PATROL OF THE STREET LIGHTS. The City shall, insofar as consistent with its ability, cause said lights to be patrolled for the purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The Company shall have no obligation to patrol said lights, however, nothing herein shall be construed to preclude the Company from taking care of observed outages.

5. CHARGES. The Company shall charge and the City agrees to pay for the electrical energy and the replacement of bulbs and glassware for the lights on the following rate schedule.

$7.65 per unit per month for 400-watt,
high pressure sodium vapor lamp
$5.79 per unit per month for 250-watt
high pressure sodium vapor lamp.

The above charge shall apply only to the lights herein specified, and if additional lights are subsequently installed, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon Rate Schedule SL-83-P-1 applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

6. FORCE MAJEURE. It is understood and agreed that the Company shall not be liable to comply with any of the terms and conditions of this Agreement where such failure is caused by acts of God, governmental regulations or orders, strikes, or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

7. TERM. This Agreement shall be and remain in force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall continue in force and effect for successive periods of two years and eleven

months each, until and unless terminated by either party giving the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this Agreement at the expiration of such initial term or any renewal.

8. PREVIOUS AGREEMENTS. This agreement supersedes any agreements previously entered into by the parties with respect to the furnishing of energy or maintenance for said lights.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

THE CITY OF BILLINGS,
a Municipal Corporation

By _____
Mayor

ATTEST:

_____
City Clerk
Acting

THE MONTANA POWER COMPANY

ADDITIVES TO BE USED IN BILLING THE MONTANA STATE HIGHWAY COMMISSION FOR WORK PERFORMED DURING THE YEAR 1983

Company Fringe Benefits (Based on 1982 Actual Costs)	1983 Percent for Billing Purposes	
Group Life Insurance	0.84	
Group Hospital Insurance	3.55	
Western Energy (Texas)	0.00	
Group Long Term Disability	0.11	
Group Dental	0.51	
Other Disability	0.04	
Education and Recreation	0.52	
Miscellaneous	0.65	
Employee Assistance Program	0.18	
Contributions Union Pensions	0.05	
Unfunded Pension Payments	0.41	
Trust Fund Payments	6.01	
Trust Fund Administrative Expenses	0.23	
Payroll Savings Company	1.58	
Payroll Savings Administrative Expense	0.10	
Other Medical	0.18	
State I.A.B. Workers' Compensation	0.32	
Employee Discounts	1.04	
Vacation Benefits	4.52	
Sick Leave Benefits	1.75	
Holiday Pay	4.00	
Other Pay For Time Not Worked	0.73	27.32

Social Security & Unemployment Taxes (Based on 1983 Rates)	Maximum Taxable		Adjusted to
Old Age & Survivors' Insurance	35,700	6.70	6.70
State Unemployment	8,200	2.40	* .79
Federal Unemployment	7,000	0.70	* .20
		9.85	7.69

* Regular rates adjusted to average yearly rates to compensate for the wage exclusions in each category.

Self Insurance Against Public Liability and Property Damage		1.00

General Overhead Costs

Consists of Overhead Costs not directly chargeable to construction accounts and includes engineering and supervision, General Office salaries and expenses, etc., applicable to direct labor	4.32	
Plus vacation benefits - 4.32 x .0452 =	.19	4.51

Material Handling Costs

Average cost per dollar of issue for twelve months ended December 1982	9.72

START

Form No. 9826

NUMBER-120

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 228

DATE: March 12, 1984

FOLDER

C O N T R A C T

THIS AGREEMENT, made and entered into this 12 day of March, 1984, by and between the MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company," and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City."

W I T N E S S E T H :

WHEREAS, Special Improvement Lighting Maintenance District No. 228 has been duly and regularly created by the City Council of the City of Billings, Montana for the purpose of providing new 100 Watt High Pressure Sodium Vapor (HPS) street lighting within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED AS FOLLOWS:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: 100 Watt High Pressure Sodium glass enclosed luminaires with 6-foot arms mounted at 25 feet on steel poles served by underground wiring.

(b) Locations: There will be twenty-nine (29) units spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 100 Watt HPS lighting unit, the sum of $216.96 per year

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-83P - Supplement #4 applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage of lamps and glassware. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City for the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana when rendered each month and will become delinquent ten (10) days thereafter.

SECTION 6. PATROL OF THE STREETLIGHTS

The City shall insofar as consistent with its ability, cause said lights to be patrolled for the purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The Company shall have no obligation to patrol said lights.

SECTION 7. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fire, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 8. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

MONTANA POWER COMPANY

C L Belden

Division Manager

THE CITY OF BILLINGS
A Municipal Corporation

ATTEST:

Anna C. Whorton

City Clerk

James W Van Arsdale

Mayor

CITY OF BILLINGS
SEAL
YELLOWSTONE COUNTY, MONTANA

START

Form No. 0826

NUMBER-121

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 229

DATE: Feb. 6, 1984

FOLDER

C O N T R A C T

THIS AGREEMENT, made and entered into this 6th day of February, 1984, by and between the MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company," and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City."

W I T N E S S E T H :

WHEREAS, Special Improvement Lighting Maintenance District No. 229 has been duly and regularly created by the City Council of the City of Billings, Montana for the purpose of providing new 100 Watt High Pressure Sodium Vapor (HPS) street lighting within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED AS FOLLOWS:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: 100 Watt High Pressure Sodium glass enclosed luminaires with 6-foot arms mounted at 25 feet on steel poles served by underground wiring.

(b) Locations: There will be fifteen (15) units spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outage to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 100 Watt HPS lighting unit, the sum of $229.68 per year

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical enerfy included in the above rate is based upon rate schedule SL-83P - Supplement #4 applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage of lamps and glassware. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City for the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana when rendered each month and will become delinquent ten (10) days thereafter.

SECTION 6. PATROL OF THE STREETLIGHTS

The City shall insofar as consistent with its ability, cause said lights to be patrolled for the purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The Company shall have no obligation to patrol said lights.

SECTION 7. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fire, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 8. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

MONTANA POWER COMPANY

C L Belden

Division Manager

THE CITY OF BILLINGS
A Municipal Corporation

ATTEST:

Anna C. Whorton

City Clerk

James W Van Ausdale

Mayor

CITY OF BILLINGS
SEAL
YELLOWSTONE COUNTY, MONTANA

START

Form No. 0828

NUMBER-122

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 230

DATE: Oct. 22, 1984

FOLDER

C O N T R A C T

THIS AGREEMENT, made and entered into this 22 day of October, 1981, by and between the MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company," and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City."

W I T N E S S E T H :

WHEREAS, Special Improvement Lighting Maintenance District No. 230 has been duly and regularly created by the City Council of the City of Billings, Montana for the purpose of providing new 100 Watt, High Pressure Sodium Vapor (HPS) street lighting within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED AS FOLLOWS:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: 100 Watt High Pressure Sodium, glass enclosed luminaires, with 6-foot arms mounted at 25 feet on steel poles served by underground wiring.

(b) Locations: There will be thirty-five (35) units spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the District, and to maintain said system for the charges hereinafter specified.

Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 100 Watt H.P.S. lighting unit, the sum of $244.92 per year.

The above charge shall apply only to each of the lighting units herein specified; and, if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-84P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage of lamps and glassware. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City for the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana when rendered each month and will become delinquent ten (10) days thereafter.

SECTION 6. PATROL OF THE STREETLIGHTS

The City shall insofar as consistent with its ability, cause said lights to be patroled for the purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The Company shall have no obligation to patrol said lights.

SECTION 7. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 8, TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

MONTANA POWER COMPANY

C Belden

Division Manager

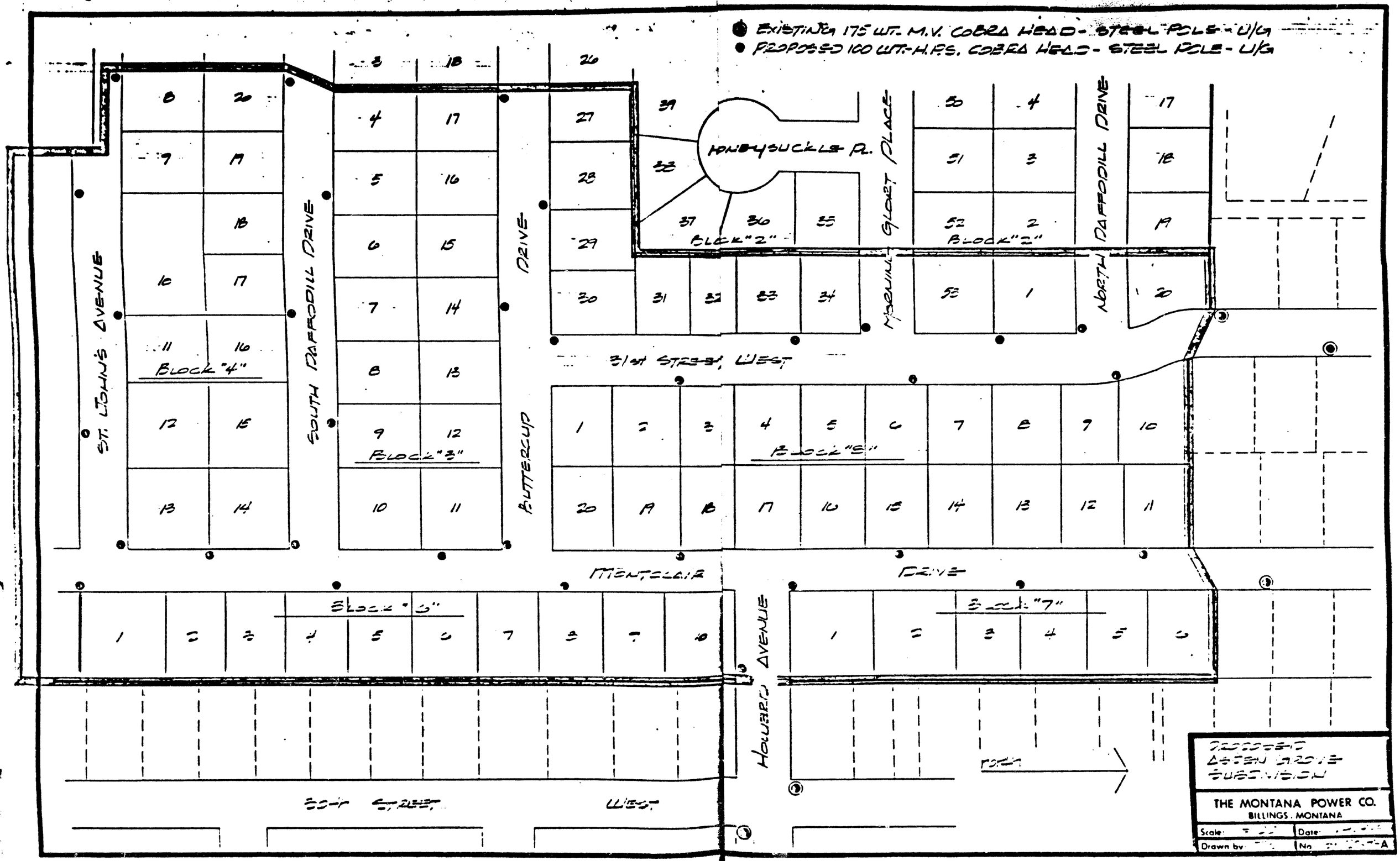
THE CITY OF BILLINGS
A Municipal Corporation

ATTEST:

City Clerk

Mayor

CITY OF BILLINGS SEAL YELLOWSTONE COUNTY, MONTANA


EXISTING 175 WT. M.V. COBRA HEAD - STEEL POLE - U/G
PROPOSED 100 WT. H.P.S. COBRA HEAD - STEEL POLE - U/G
HONEYSUCKLE PL.
MORNING GLORY PLACE
NORTH DAFFODILL DRIVE
SOUTH DAFFODILL DRIVE
ST. JOHN'S AVENUE
BUTTERCUP DRIVE
31st STREET WEST
MONTCLAIR DRIVE
HOWARD AVENUE
30th STREET WEST
BLOCK "2"
BLOCK "2"
BLOCK "4"
BLOCK "3"
BLOCK "5"
BLOCK "6"
BLOCK "7"
THE MONTANA POWER CO.
BILLINGS, MONTANA
Scale:
Date:
Drawn by:
No.

START

Form No. 8828

NUMBER-123

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 231

DATE: Oct. 22, 1984

FOLDER

Piano

RESOLUTION NO. 85-15113

A RESOLUTION AMENDING THE BOUNDARIES OF SPECIAL IMPPOVEMENT LIGHTING MAINTENANCE DISTRICT NO. 231 AND AMENDING THE IMPROVEMENTS WITHIN SAID DISTRICT TO INCREASE THE NUMBER OF STREET LIGHTS FROM 18 TO 21.

WHEREAS, the City Council of Billings, Montana, on the 1st day of October, 1984, duly created Special Improvement Lighting Maintenance District No. 231; and

WHEREAS, the owners of certain properties abutting said district have determined that their properties will be benefited by being within said district and have petitioned the City Council to include their properties within the boundaries of said district; and

WHEREAS, pursuant to MCA 7-12-4335 the City Council may, by resolution, change the boundaries of any maintenance district;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. That the boundaries of Special Improvement Lighting Maintenance District No. 231 are hereby amended by adding thereto the following tracts, pieces, lots or parcels of land:

   a. Block 1, Lots 11 and 12, Oaks Subdivision;
   b. Block 2, Lots 1, 2, 3, 4 and 5, Oaks Subdivision.

2. That the number of street lights within said district shall be increased from eighteen (18) to twenty-one (21).

PASSED by the City Council and APPROVED this 23rd day of September, 1985.

CITY OF BILLINGS

By [signature]
Mayor

ATTEST:

[signature]
City Clerk

C O N T R A C T

THIS AGREEMENT, made and entered into this 22nd day of October, 1981, by and between the MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company," and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City."

W I T N E S S E T H :

WHEREAS, Special Improvement Lighting Maintenance District No. 231 has been duly and regularly created by the City Council of the City of Billings, Montana for the purpose of providing new 100 Watt High Pressure Sodium Vapor (H.P.S.) street lighting within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties, hereto, IT IS AGREED AS FOLLOWS:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: 100 Watt High Pressure Sodium Glass Enclosed luminaires with 6 foot arms mounted at 25 feet on steel poles served by underground wiring

(b) Locations: There will be eighteen (18) units spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the District, and to maintain said system for the charges hereinafter specified.

Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 100 Watt H.P.S. lighting unit, the sum of $251.28 per year.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon Rate Schedule SL-84P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage of lamps and glassware. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City for the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana when rendered each month and will become delinquent ten (10) days thereafter.

SECTION 6. PATROL OF THE STREETLIGHTS

The City shall insofar as consistent with its ability, cause said lights to be patrolled for the purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The Company shall have no obligation to patrol said lights.

SECTION 7. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 8. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

MONTANA POWER COMPANY

Division Manager

THE CITY OF BILLINGS
A Municipal Corporation

ATTEST:

City Clerk

Mayor

CITY OF BILLINGS SEAL YELLOWSTONE COUNTY, MONTANA

18 UNITS - 100 WATT HIGH PRESSURE SODIUM VAPOR LAMPS - COBRA HEAD FIXTURES - 28 FT. MOUNTING HEIGHT - 6 FT. ARM SERVED BY UNDERGROUND WIRING.

THE OAKS SUBDIVISION STREET LITES	
THE MONTANA POWER CO. BILLINGS, MONTANA	
Scale: NOTED	Date: 6-11-84
Drawn by: TS	No. 168P-F

START

Form No. 0828

NUMBER-124

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 232

DATE: March 18, 1985

FOLDER

CITY OF BILLINGS
SILMD 232
TRACT 9,10,11,22
SEC 21 ; T1N ; R26E
CENTENNIAL SUBDIVISION 2ND FILING
#1-100 WATT HPS

C O N T R A C T

THIS AGREEMENT, made and entered into this 18 day of March, 1985, by and between the MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company," and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City."

W I T N E S S E T H :

WHEREAS, Special Improvement Lighting Maintenance District No. 231 has been duly and regularly created by the City Council of the City of BILLINGS, Montana for the purpose of providing new 100 WATT HIGH PRESSURE SODIUM (H.P.S.) STREET LIGHTING within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED AS FOLLOWS:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: 100 WATT HIGH PRESSURE SODIUM GLASS ENCLOSED COBRA HEAD LUMINAIRIES WITH 6 FOOT ARMS ON STEEL POLES MOUNTED AT 25 FEET SERVED BY UNDERGROUND WIRING

(b) Locations: There will be 91 (NINETY-ONE) units spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of BILLINGS, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the District, and to maintain said system for the charges hereinafter specified.

Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in BILLINGS, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

FOR EACH 100 WAT H.P.S. LIGHTING UNIT, THE SUM OF $117.12 PER YEAR

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-1 (84p) Suppl. #2 applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage of lamps and glassware. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City for the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in BILLINGS, Montana when rendered each month and will become delinquent ten (10) days thereafter.

SECTION 6. PATROL OF THE STREETLIGHTS

The City shall insofar as consistent with its ability, cause said lights to be patrolled for the purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The Company shall have no obligation to patrol

said lights.

SECTION 7. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, striked or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 8. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

O L Belden

Division Manager

THE CITY OF Billings
A Municipal Corporation

James W Van Arsdale

Mayor

ATTEST:

Beverly Truffett

City Clerk

Deputy

START

Form No. 9882

NUMBER-125

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 233

DATE: July 8, 1985

FOLDER

CITY OF BILLINGS
MOGAN HOMESTEAD SUBDIVISIO
SILMD # 233

7/8/85

CONTRACT

This Agreement, made and entered into this 8th day of July, 1985, by and between The MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, acting as agent for District # , a municipal corporation, organized under the laws of the State of Montana, hereinafter called the "City";

WITNESSETH:

The District owns fifteen (15) 400 watt Cobra head high pressure sodium lights mounted at 40 feet on steel poles - located on 24th Street West, south from King Avenue; and sixty-three(63) 150 watt Gothic head ornamental post top high pressure sodium street lights mounted at 14 feet on steel poles - located on Grant Road, Overland Avenue, Creekside Road and Peachtree Road; and eight (8) ornamental multiunit (five heads each) 70 watt high pressure sodium street lights mounted at 14 feet on steel poles - located on Overland Avenue and Grant Road. All units with underground wiring and within the Hogan Homestead Subdivision in the City of Billings - also known as Special Improvement Lighting Maintenance District #233.

The District desires to have electrical energy and maintenance furnished for such lights; and the Company is willing and desirous of assisting in furnishing electrical energy, materials, and services for the purpose stated under the following specific conditions, covenants, considerations, and none other.

Therefore, in consideration of the promises and mutual covenants of the parties hereto, it is hereby agreed:

1. OWNERSHIP. The aforesaid street lights, poles, wiring and other components constituting a part thereof shall at all times remain the exclusive property of the District from the initial point of energy delivery, and the District shall retain and accept all responsibility and liability for said lights, poles, wiring and other components.

2. ENERGY AND MAINTENANCE OF LIGHTS. The Company agrees to supply electrical energy to the points of delivery for said lights for the charges hereinafter specified. For the 15 - 400 watt Cobra head high pressure sodium lights on South 24th Street West, the Company will replace bulbs and glassware within a reasonable time after receiving notice of any outage. The City shall report any outage to the Company's office in Billings, Montana for the 63 - 150 watt Gothic head type and the 8 multihead (70 watts each head) type lights within the Hogan Homestead Subdivision. The Company will provide replacement of bulbs and glassware at the request of the City and the City agrees to pay the Company the cost for such repairs as per article #4 of the street lighting schedule SL-2-(84P) Supplement #2. The Company agrees to provide additional repairs for all the lights of this contract at the request of the City. The City agrees to pay the Company the cost of such repairs. The cost of such repairs will be the total cost of any Company materials and labor plus a percentage equivalent of the cost of fringe benefits, social security and unemployment taxes, self insurance costs, general overhead costs, and material handling costs, which will be calculated in accord-

ance with the schedule of additives to be used by the Company in billing the Montana State Highway Commission for work performed during the current year. A copy of said schedule of additives, dated 1985 is attached hereto as Appendix A, and a copy of said schedule will be furnished by the Company to the City when it is periodically revised.

3. LIABILITY. The District shall hold the Company harmless from any liability incurred resulting from the construction, operation or maintenance of the lights; excepting, however, any liability incurred which is the direct result of the negligence of the Company, its agents or employees.

4. PATROL OF THE STREET LIGHTS. The City shall, insofar as consistent with its ability, cause said lights to be patrolled for the purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The Company shall have no obligation to patrol said lights, however, nothing herein shall be construed to preclude the Company from taking care of observed outages.

5. CHARGES. The Company shall charge and the City, acting as agent for District # , agrees to pay for the electrical energy and the replacement of bulbs and glassware for the lights on the following rate schedule.

$7.88 per unit per month for the 400-watt high pressure sodium vapor lamp

$2.63 per unit per month for the 150-watt high pressure sodium vapor lamp

$6.88 per unit per month for the 5 - 70 watt high pressure sodium vapor lamp

The above charge shall apply only to the lights herein specified, and if additional lights are subsequently installed, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon Rate Schedule SL-2-(84P) Supplement #2 applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

Bills for said services shall be due and payable in cash or valid warrant at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

6. FORCE MAJEURE. It is understood and agreed that the Company shall not be liable to comply with any of the terms and conditions of this Agreement where such failure is caused by acts of God, governmental regulations or orders, strikes, or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

7. TERM. This Agreement shall be and remain in force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall continue in force and effect for successive periods of two years and eleven months each, until and unless terminated by either party giving the other party notice

in writing at lease sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this Agreement at the expiration of such initial term or any renewal.

8. PREVIOUS AGREEMENTS. This Agreement supersedes any agreements previously entered into by the parties with respect to the furnishing of energy or maintenance for said lights.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____

Manager, Billings Division

THE CITY OF BILLINGS
a Municipal Corporation

By _____
Mayor

SEAL

ATTEST:

_____
City Clerk

THE MONTANA POWER COMPANY

ADDITIVES TO BE USED IN BILLING THE MONTANA STATE HIGHWAY COMMISSION FOR WORK PERFORMED DURING THE YEAR 1985

Company Fringe Benefits (Based on 1984 Actual Costs)			1985 Percent for Billing purposes	
Group Life Insurance			1.01	
Group Hospital Insurance			4.87	
Group Long-term Disability			0.22	
Group Dental			0.68	
Other Disability			0.03	
Education and Recreation			0.44	
Miscellaneous			0.30	
Employee Assistance Program			0.17	
Contributions Union Pensions			0.04	
Unfunded Pension Payments			0.55	
Trust Fund Payments			5.57	
Trust Fund Administrative Expenses			0.31	
Payroll Savings Company			2.20	
Payroll Savings Administrative Expense			0.13	
Other Medical			0.23	
State I.A.B. Workers' Compensation			0.54	
Employee Relocation Interest Differential			0.17	
Employee Discounts			1.13	
Pay for Time Not Worked				
Vacation Benefits		6.43		
Sick Leave Benefits		2.01		
Holiday Pay		4.41		
Other Pay for Time Not Worked		0.51		
		13.36		
Payroll Taxes for Time Not Worked				
Social Security		0.91		
Federal Unemployment		0.03		
State Unemployment		0.08		
		1.02		
Total Pay for Time Not Worked			14.38	
				32.97
Social Security & Unemployment Taxes (Based on January 31, 1985 Wages)	**Maximum Taxable**		**Annualized**	
Old Age & Survivors' Insurance	39,600	7.05	6.79	
State Unemployment	8,600	2.20	0.63	
Federal Unemployment	7,000	0.80	0.19	
		10.05		7.61
Self Insurance Against Public Liability and Property Damage				1.00
General Overhead Costs				
Consists of Overhead Costs not directly chargeable to construction accounts and includes engineering and supervision, General Office salaries and expenses, etc., applicable to direct labor				16.42
Total Payroll Additives				58.00
Material Handling Costs				
Average cost per collar of issue for twelve months ended December 1984				8.64

START

Form No. 6626

NUMBER - 126

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # Optimist Park

DATE: Dec. 11, 1967

FOLDER

C O N T R A C T

THIS AGREEMENT, made and entered into this 11th day of December, 1967, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City";

W I T N E S S E T H:

WHEREAS, the City Council of the City of Billings, Montana, desires to have new mercury vapor color improved street lights in Optimist Park in Billings, Montana; and

WHEREAS, the Company is willing to supply, install and own the facilities within Optimist Park, and furnish electrical energy to and maintenance for said Park, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED as follows:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said Park at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: New mercury vapor color improved street lights consisting of 6 units with 175-watt mercury vapor color improved post-top lamps in enclosed luminaires mounted on steel posts for a 17-foot mounting height, to be served by underground wires.

(b) Locations: There will be 6 lighting units, spaced and located according to the specifications of the City given prior to the commencement of the work. Type of equipment and number of lights may be modified only by written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the Park, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

For each 175-watt mercury vapor color improved lighting unit, the sum of $4.23 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-64P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage for lamps, glassware and poles. It is

within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City of the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

SECTION 6. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 7. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By [signature]
Manager, Billings Division

CITY OF BILLINGS, a municipal corporation

By [signature]
Mayor

Attest:

[signature]
City Clerk

START

Form No. [illegible]

NUMBER-127

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 234

DATE: August 5, 1985

FOLDER

CITY OF BILLINGS
BILMB No. 234
August 5, 1985
26 400 W high pressure sodium
street lights on steel poles,
underground wiring.
South 24th Street West from
Central Avenue to Monad Road

CONTRACT

THIS AGREEMENT, made and entered into this 5th day of August, 1985, by and between **THE MONTANA POWER COMPANY**, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "**COMPANY**", and the **CITY OF BILLINGS**, a municipal corporation, organized under the laws of the State of Montana, hereinafter call the "**CITY**";

WITNESSETH:

The **CITY** owns twenty-six (26) 400 watt high pressure sodium street lights on steel poles with underground wiring located on South 24th Street West from Central Avenue to Monad Road, also known as **Special Improvement Lighting Maintenance Number** 234.

The **CITY** desires to have electrical energy and maintenance furnished for such lights; and the **COMPANY** is willing and desirous of assisting in furnishing electrical energy, materials, and services for the purpose stated under the following specific conditions, covenants, considerations, and none other.

THEREFORE, in consideration of the promises and mutual covenants of the parties hereto, it is hereby agreed:

1. **OWNERSHIP**

The aforesaid street lights, poles, wiring, and other components constituting a part thereof, shall at all times remain the exclusive property of the **CITY** from the initial point of energy delivery, and the **CITY** shall retain and accept all responsibility and liability for said lights, poles, wiring, and other components.

2. **ENERGY AND MAINTENANCE OF LIGHTS**

The **COMPANY** agrees to supply electrical energy to the point of delivery for said lights and to replace bulbs and glassware for said lights for the charges hereinafter specified.

The **COMPANY** will replace bulbs and glassware within in a reasonable time after receiving notice of any outage. The **CITY** shall report any outages to the **COMPANY'S** office in Billings, Montana. Lights shall be turned on at dusk and turned off at dawn each day during the terms of this Agreement.

The **COMPANY** agrees to provide additional repairs for the lights other than replacement of bulbs and glassware, on request of the **CITY**, and **CITY** agrees to pay to **COMPANY** of the cost of such repairs. The cost of such repairs shall be the total cost of materials and labor plus a percentage equivalent of the cost of the fringe benefits, social security and unemployment taxes, self insurance costs, general overhead costs, and material handling costs, which will be calculated in accordance with the schedule of additives to be used by the **COMPANY** in billing the Montana State Highway Commission for

work performed during the then current year. A copy of said schedule of additives, dated January 30, 1985, is attached hereto as Appendix A, and a copy of said schedule will be furnished by the **COMPANY** to the **CITY** when it is periodically revised.

3. **LIABILITY**

The **CITY** shall hold the **COMPANY** harmless from any liability incurred or resulting from the construction, operation, or maintenance of the lights; excepting, however, any liability incurred which is the direct result of the negligence of the **COMPANY**, its agents, or employees.

4. **PATROL OF THE STREET LIGHTS**

The **CITY** shall, insofar as consistent with its ability, cause said lights to be patrolled for the purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The **COMPANY** shall have no obiligation to patrol said lights, however, nothing herein shall be construed to preclude the **COMPANY** from taking care of observed outages.

5. **CHARGES**

The **COMPANY** shall charge and the **CITY** agrees to pay for the electrical energy and the replacement of bulbs and glassware for the lights on the following rate schedule.

$7.88 per unit per month for 400 watt
high pressure sodium vapor lamp

The above charge shall apply only to the lights herein specified, and if additional lights are subsequently installed, the charges for such additional lights shall be in accordance with the rates in effect at the time installations are made.

The charge for electrical energy included in the above rate is based upon Rate Schedule SL-2(84P)I applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of State of Montana.

Bills for said services shall be due and payable in cash or valid warrants at the office of the **COMPANY** in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

6. **FORCE MAJEURE**

It is understood and agreed that the **COMPANY** shall not be liable to comply with any of the terms and conditions of this Agreement where such failure is caused by acts of God, governmental regulations or orders, strikes, or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the **COMPANY**.

7. **TERM**

This Agreement shall be and remain in force and effect for a period of two (2) years and eleven (11) months from the date thereof, and shall continue in force for successive periods of two years and eleven months each, until and unless terminated by either party giving the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this Agreement at the expiration of such initial term or any renewal.

8. **PREVIOUS AGREEMENTS**

This Agreement supersedes any agreements previously entered into by the parties with respect to the furnishing of energy or maintenance for said lights.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officiers.

THE MONTANA POWER COMPANY

By _____
Manager - Billings Division

(SEAL)

THE CITY OF BILLINGS,
A Municipal Corporation

By _____
Mayor

ATTEST:

By _____
City Clerk

JCM/djp

CONTRACT - 3 END

THE MONTANA POWER COMPANY

ADDITIVES TO BE USED IN BILLING THE MONTANA STATE HIGHWAY COMMISSION FOR WORK PERFORMED DURING THE YEAR 1985

Company Fringe Benefits (Based on 1984 Actual Costs)			1985 Percent for Billing purposes	
Group Life Insurance			1.01	
Group Hospital Insurance			4.87	
Group Long-term Disability			0.22	
Group Dental			0.68	
Other Disability			0.03	
Education and Recreation			0.44	
Miscellaneous			0.30	
Employee Assistance Program			0.17	
Contributions Union Pensions			0.04	
Unfunded Pension Payments			0.55	
Trust Fund Payments			5.57	
Trust Fund Administrative Expenses			0.31	
Payroll Savings Company			2.20	
Payroll Savings Administrative Expense			0.13	
Other Medical			0.23	
State I.A.B. Workers' Compensation			0.54	
Employee Relocation Interest Differential			0.17	
Employee Discounts			1.13	
Pay for Time Not Worked				
Vacation Benefits		6.43		
Sick Leave Benefits		2.01		
Holiday Pay		4.41		
Other Pay for Time Not Worked		0.51		
		13.36		
Payroll Taxes for Time Not Worked				
Social Security		0.91		
Federal Unemployment		0.03		
State Unemployment		0.08		
		1.02		
Total Pay for Time Not Worked			14.38	
				32.97
Social Security & Unemployment Taxes (Based on January 31, 1985 Wages)	**Maximum Taxable**		**Annualized**	
Old Age & Survivors' Insurance	39,600	7.05	6.79	
State Unemployment	8,600	2.20	0.63	
Federal Unemployment	7,000	0.80	0.19	
		10.05		7.61
Self Insurance Against Public Liability and Property Damage				1.00
General Overhead Costs				
Consists of Overhead Costs not directly chargeable to construction accounts and includes engineering and supervision, General Office salaries and expenses, etc., applicable to direct labor				16.42
Total Payroll Additives				58.00
Material handling Costs				
Average cost per collar of issue for twelve months ended December 1984				8.64

START

Form No. 0826

NUMBER - 128

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 235

DATE: Aug. 5, 1985

FOLDER

CITY OF BILLINGS
SILMD No. 235
August 5, 1985
1-150 W, 9-250 W, 29 400 W high pressure sodium street lights on steel poles, underground wiring. South 24th st. W. from monad road to King Ave.

CONTRACT

THIS AGREEMENT, made and entered into this 5th day of August, 1985, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "COMPANY", and the CITY OF BILLINGS, a municipal corporation, organized under the laws of the State of Montana, hereinafter call the "CITY";

WITNESSETH:

The CITY owns One (1) 150 watt, nine (9) 250 watt, and twenty-nine (29) 400 watt high pressure sodium street lights on steel poles with underground wiring located on South 24th Street West from Monad Road to King Avenue, also known as Special Improvement Lighting Maintenance Number 235.

The CITY desires to have electrical energy and maintenance furnished for such lights; and the COMPANY is willing and desirous of assisting in furnishing electrical energy, materials, and services for the purpose stated under the following specific conditions, covenants, considerations, and none other.

THEREFORE, in consideration of the promises and mutual covenants of the parties hereto, it is hereby agreed:

1. OWNERSHIP

The aforesaid street lights, poles, wiring, and other components constituting a part thereof, shall at all times remain the exclusive property of the CITY from the initial point of energy delivery, and the CITY shall retain and accept all responsibility and liability for said lights, poles, wiring, and other components.

2. ENERGY AND MAINTENANCE OF LIGHTS

The COMPANY agrees to supply electrical energy to the point of delivery for said lights and to replace bulbs and glassware for said lights for the charges hereinafter specified.

The COMPANY will replace bulbs and glassware within in a reasonable time after receiving notice of any outage. The CITY shall report any outages to the COMPANY'S office in Billings, Montana. Lights shall be turned on at dusk and turned off at dawn each day during the terms of this Agreement.

The COMPANY agrees to provide additional repairs for the lights other than replacement of bulbs and glassware, on request of the CITY, and CITY agrees to pay to COMPANY of the cost of such repairs. The cost of such repairs shall be the total cost of materials and labor plus a percentage equivalent of the cost of the fringe benefits, social security and unemployment taxes, self insurance costs, general overhead costs, and material handling costs, which will be calculated in accordance with the schedule of additives to be used by the COMPANY in billing the Montana State Highway Commission for

work performed during the then current year. A copy of said schedule of additives, dated January 30, 1985, is attached hereto as Appendix A, and a copy of said schedule will be furnished by the **COMPANY** to the CITY when it is periodically revised.

3. **LIABILITY**

The CITY shall hold the **COMPANY** harmless from any liability incurred or resulting from the construction, operation, or maintenance of the lights; excepting, however, any liability incurred which is the direct result of the negligence of the **COMPANY**, its agents, or employees.

4. **PATROL OF THE STREET LIGHTS**

The CITY shall, insofar as consistent with its ability, cause said lights to be patrolled for the purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The **COMPANY** shall have no obiligation to patrol said lights, however, nothing herein shall be construed to preclude the **COMPANY** from taking care of observed outages.

5. **CHARGES**

The **COMPANY** shall charge and the **CITY** agrees to pay for the electrical energy and the replacement of bulbs and glassware for the lights on the following rate schedule.

$3.52 per unit per month for 150 watt
$5.27 per unit per month for 250 watt
$7.88 per unit per month for 400 watt
high pressure sodium vapor lamp

The above charge shall apply only to the lights herein specified, and if additional lights are subsequently installed, the charges for such additional lights shall be in accordance with the rates in effect at the time installations are made.

The charge for electrical energy included in the above rate is based upon Rate Schedule SL-2(84P)I applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of State of Montana.

Bills for said services shall be due and payable in cash or valid warrants at the office of the **COMPANY** in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

6. **FORCE MAJEURE**

It is understood and agreed that the **COMPANY** shall not be liable to comply with any of the terms and conditions of this Agreement where such failure is caused by acts of God, governmental regulations or orders, strikes, or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the **COMPANY**.

7. **TERM**

This Agreement shall be and remain in force and effect for a period of two (2) years and eleven (11) months from the date thereof, and shall continue in force for successive periods of two years and eleven months each, until and unless terminated by either party giving the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this Agreement at the expiration of such initial term or any renewal.

8. **PREVIOUS AGREEMENTS**

This Agreement supersedes any agreements previously entered into by the parties with respect to the furnishing of energy or maintenance for said lights.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officiers.

THE MONTANA POWER COMPANY

By Glenn Wheeler for CWB.
Manager - Billings Division

THE CITY OF BILLINGS,
A Municipal Corporation

(SEAL)

By James W Van Arsdale
Mayor

ATTEST:

By D W Horton
City Clerk

JCM/km

CONTRACT - 3 END

THE MONTANA POWER COMPANY

ADDITIVES TO BE USED IN BILLING THE MONTANA STATE HIGHWAY COMMISSION FOR WORK PERFORMED DURING THE YEAR 1985

Company Fringe Benefits (Based on 1984 Actual Costs)			1985 Percent for Billing purposes	
Group Life Insurance			1.01	
Group Hospital Insurance			4.87	
Group Long-term Disability			0.22	
Group Dental			0.68	
Other Disability			0.03	
Education and Recreation			0.44	
Miscellaneous			0.30	
Employee Assistance Program			0.17	
Contributions Union Pensions			0.04	
Unfunded Pension Payments			0.55	
Trust Fund Payments			5.57	
Trust Fund Administrative Expenses			0.31	
Payroll Savings Company			2.20	
Payroll Savings Administrative Expense			0.13	
Other Medical			0.23	
State I.A.B. Workers' Compensation			0.54	
Employee Relocation Interest Differential			0.17	
Employee Discounts			1.13	
Pay for Time Not Worked				
Vacation Benefits		6.43		
Sick Leave Benefits		2.01		
Holiday Pay		4.41		
Other Pay for Time Not Worked		0.51		
		13.36		
Payroll Taxes for Time Not Worked				
Social Security		0.91		
Federal Unemployment		0.03		
State Unemployment		0.08		
		1.02		
Total Pay for Time Not Worked			14.38	
				32.97
Social Security & Unemployment Taxes (Based on January 31, 1985 Wages)	**Maximum Taxable**		**Annualized**	
Old Age & Survivors' Insurance	39,600	7.05	6.79	
State Unemployment	8,600	2.20	0.63	
Federal Unemployment	7,000	0.80	0.19	
		10.05		
				7.61
Self Insurance Against Public Liability and Property Damage				1.00
General Overhead Costs				
Consists of Overhead Costs not directly chargeable to construction accounts and includes engineering and supervision, General Office salaries and expenses, etc., applicable to direct labor				16.42
Total Payroll Additives				58.00
Material Handling Costs				
Average cost per collar of issue for twelve months ended December 1984				8.64

START

Form No. 0625

NUMBER-129

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 236

DATE: August 5, 1985

FOLDER

CITY OF BILLINGS
SILMD No. 236
August 5, 1985

17 250 W high pressure sodium st. lights on steel poles, underground wiring. Monad Road between 24th st. W. and B.B W. A. canal.

CONTRACT

THIS AGREEMENT, made and entered into this 5th day of August, 1985, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "COMPANY", and the CITY OF BILLINGS, a municipal corporation, organized under the laws of the State of Montana, hereinafter call the "CITY";

WITNESSETH:

The CITY owns seventeen (17) 250 watt high pressure sodium streets lights on steel poles with underground wiring located on Monad Road between South 24th Street West and B.B.W.A. Canal, also known as Special Improvement Lighting Maintenance Number 236.

The CITY desires to have electrical energy and maintenance furnished for such lights; and the COMPANY is willing and desirous of assisting in furnishing electrical energy, materials, and services for the purpose stated under the following specific conditions, covenants, considerations, and none other.

THEREFORE, in consideration of the promises and mutual covenants of the parties hereto, it is hereby agreed:

1. OWNERSHIP

The aforesaid street lights, poles, wiring, and other components constituting a part thereof, shall at all times remain the exclusive property of the CITY from the initial point of energy delivery, and the CITY shall retain and accept all responsibility and liability for said lights, poles, wiring, and other components.

2. ENERGY AND MAINTENANCE OF LIGHTS

The COMPANY agrees to supply electrical energy to the point of delivery for said lights and to replace bulbs and glassware for said lights for the charges hereinafter specified.

The COMPANY will replace bulbs and glassware within in a reasonable time after receiving notice of any outage. The CITY shall report any outages to the COMPANY'S office in Billings, Montana. Lights shall be turned on at dusk and turned off at dawn each day during the terms of this Agreement.

The COMPANY agrees to provide additional repairs for the lights other than replacement of bulbs and glassware, on request of the CITY, and CITY agrees to pay to COMPANY of the cost of such repairs. The cost of such repairs shall be the total cost of materials and labor plus a percentage equivalent of the cost of the fringe benefits, social security and unemployment taxes, self insurance costs, general overhead costs, and material handling costs, which will be calculated in accordance with the schedule of additives to be used by the COMPANY in billing the Montana State Highway Commission for

work performed during the then current year. A copy of said schedule of additives, dated January 30, 1985, is attached hereto as Appendix A, and a copy of said schedule will be furnished by the **COMPANY** to the **CITY** when it is periodically revised.

3. **LIABILITY**

The **CITY** shall hold the **COMPANY** harmless from any liability incurred or resulting from the construction, operation, or maintenance of the lights; excepting, however, any liability incurred which is the direct result of the negligence of the **COMPANY**, its agents, or employees.

4. **PATROL OF THE STREET LIGHTS**

The **CITY** shall, insofar as consistent with its ability, cause said lights to be patrolled for the purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The **COMPANY** shall have no obiligation to patrol said lights, however, nothing herein shall be construed to preclude the **COMPANY** from taking care of observed outages.

5. **CHARGES**

The **COMPANY** shall charge and the **CITY** agrees to pay for the electrical energy and the replacement of bulbs and glassware for the lights on the following rate schedule.

$5.27 per unit per month for 250 watt
high pressure sodium vapor lamp

The above charge shall apply only to the lights herein specified, and if additional lights are subsequently installed, the charges for such additional lights shall be in accordance with the rates in effect at the time installations are made.

The charge for electrical energy included in the above rate is based upon Rate Schedule SL-2(84P)1 applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of State of Montana.

Bills for said services shall be due and payable in cash or valid warrants at the office of the **COMPANY** in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

6. **FORCE MAJEURE**

It is understood and agreed that the **COMPANY** shall not be liable to comply with any of the terms and conditions of this Agreement where such failure is caused by acts of God, governmental regulations or orders, strikes, or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the **COMPANY**.

7. **TERM**

This Agreement shall be and remain in force and effect for a period of two (2) years and eleven (11) months from the date thereof, and shall continue in force for successive periods of two years and eleven months each, until and unless terminated by either party giving the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this Agreement at the expiration of such initial term or any renewal.

8. **PREVIOUS AGREEMENTS**

This Agreement supersedes any agreements previously entered into by the parties with respect to the furnishing of energy or maintenance for said lights.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officiers.

THE MONTANA POWER COMPANY

By _____
Manager - Billings Division

THE CITY OF BILLINGS,
A Municipal Corporation

(SEAL)

By _____
Mayor

ATTEST:

By _____
City Clerk

JCM/djp

CONTRACT - 3 END

THE MONTANA POWER COMPANY

ADDITIVES TO BE USED IN BILLING THE MONTANA STATE HIGHWAY COMMISSION FOR WORK PERFORMED DURING THE YEAR 1985

Company Fringe Benefits (Based on 1984 Actual Costs)			1985 Percent for Billing purposes
Group Life Insurance			1.01
Group Hospital Insurance			4.87
Group Long-term Disability			0.22
Group Dental			0.68
Other Disability			0.03
Education and Recreation			0.44
Miscellaneous			0.30
Employee Assistance Program			0.17
Contributions Union Pensions			0.04
Unfunded Pension Payments			0.55
Trust Fund Payments			5.57
Trust Fund Administrative Expenses			0.31
Payroll Savings Company			2.20
Payroll Savings Administrative Expense			0.13
Other Medical			0.23
State I.A.B. Workers' Compensation			0.54
Employee Relocation Interest Differential			0.17
Employee Discounts			1.13
Pay for Time Not Worked			
Vacation Benefits		6.43	
Sick Leave Benefits		2.01	
Holiday Pay		4.41	
Other Pay for Time Not Worked		0.51	
		13.36	
Payroll Taxes for Time Not Worked			
Social Security		0.91	
Federal Unemployment		0.03	
State Unemployment		0.08	
		1.02	
Total Pay for Time Not Worked			14.38
			32.97
Social Security & Unemployment Taxes (Based on January 31, 1985 Wages)	Maximum Taxable		Annualized
Old Age & Survivors' Insurance	39,600	7.05	6.79
State Unemployment	8,600	2.20	0.63
Federal Unemployment	7,000	0.80	0.19
		10.05	
			7.61
Self Insurance Against Public Liability and Property Damage			1.00
General Overhead Costs			
Consists of Overhead Costs not directly chargeable to construction accounts and includes engineering and supervision, General Office salaries and expenses, etc., applicable to direct labor			16.42
Total Payroll Additives			58.00
Material Handling Costs			
Average cost per collar of issue for twelve months ended December 1984			8.64

START

Form No. 0628

NUMBER - 130

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 237

DATE: Jan. 6, 1986

FOLDER

CITY OF BILLINGS 1/6/86
SILMD NO. 237

100 WATT HPS POST TOP LUMINAIRIES ON
17 FOOT STEEL POLES. UG WIRING.

C O N T R A C T

THIS AGREEMENT, made and entered into this 6th day of January, 1986, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter call the "Company," and THE CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City."

W I T N E S S E T H :

WHEREAS, Special Improvement Lighting Maintenance District No. 237 has been duly and regularly created by the City Council of the City of Billings, Montana for the purpose of providing new 100 WATT HIGH PRESSURE SODIUM (HPS) STREET LIGHTING within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED AS FOLLOWS:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: 100 WATT HIGH PRESSURE SODIUM GLASS ENCLOSED POST TOP LUMINAIRIES ON 17 FOOT STEEL POLES SERVED BY UNDERGROUND WIRING.

(b) Locations: There will be 17 (SEVENTEEN) units spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be

constructed and owned by the Company and for supplying electrical energy thereto, as follows:

FOR EACH 100 WATT H.P.S. POST TOP LIGHTING UNIT, THE RATE OF $108.24 PER YEAR

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-1 (84P) Supplement #5 applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage of lamps and glassware. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence therof, the Company shall have the right to make an additional charge to the City for the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana when rendered each month and will become delinquent ten (10) days thereafter.

SECTION 6. PATROL OF THE STREETLIGHTS

The City shall insofar as consistent with its ability, cause said lights to be patrolled for purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The Company shall have no obligation to patrol said lights.

SECTION 7. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, striked or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 8. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention

to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have cuased this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

DIVISION MANAGER

THE CITY OF BILLINGS
A Municipal Corporation

MAYOR

ATTEST:

CITY CLERK

CITY OF BILLINGS SEAL YELLOWSTONE COUNTY, MONTANA

START

Form No. 6826

NUMBER-131

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 239

DATE: Feb. 24, 1986

FOLDER

CITY OF BILLINGS 2/24/86
SILMD NO. 239

(4) 100 WATT HPS POST TOP LUMINAIRES
17 FOOT STEEL POLES. UG WIRING.

CONTRACT

THIS AGREEMENT, made and entered into this 24 day of February 1986, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana hereinafter called the "Company," and THE CITY OF BILLINGS, a municipal corporation organized under the laws of The State of Montana, hereinafter called the "City."

WITNESSETH

WHEREAS, Special Improvement Lighting Maintenance District No. 239 has been duly and regularly created by the City Council of the City of Billings, Montana for the purpose of providing new 100 watt High Pressure Sodium Vapor (HPSV) street lighting within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said district, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED AS FOLLOWS:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type herinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: 100 watt High Pressure Sodium post top luminaires mounted at 17 feet on steel poles served by underground wiring.

(b) Locations: There will be four (4) units spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the district, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply energy to said street lighting system

for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the company, and for supplying electrical energy thereto, as follows:

- For each 100 watt HPSV lighting unit, the sum of $108.24 per year -

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-1 (84-P) 5 Supplement #5 applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage of lamps and glassware. It is within the police power of the city to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City for the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana when rendered each month and will become delinquent ten (10) days thereafter.

SECTION 6. PATROL OF THE STREETLIGHTS

The City shall insofar as consistent with its ability, cause said lights to be patrolled for the purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The Company shall have no obligation to patrol said lights.

SECTION 7. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, striked or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 8. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the day hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sisty (60) days prior to the expiration of the initial term hereof,

or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

C L Belden

Division Manager

THE CITY OF BILLINGS
A Municipal Corporation

James W Ann Chelle

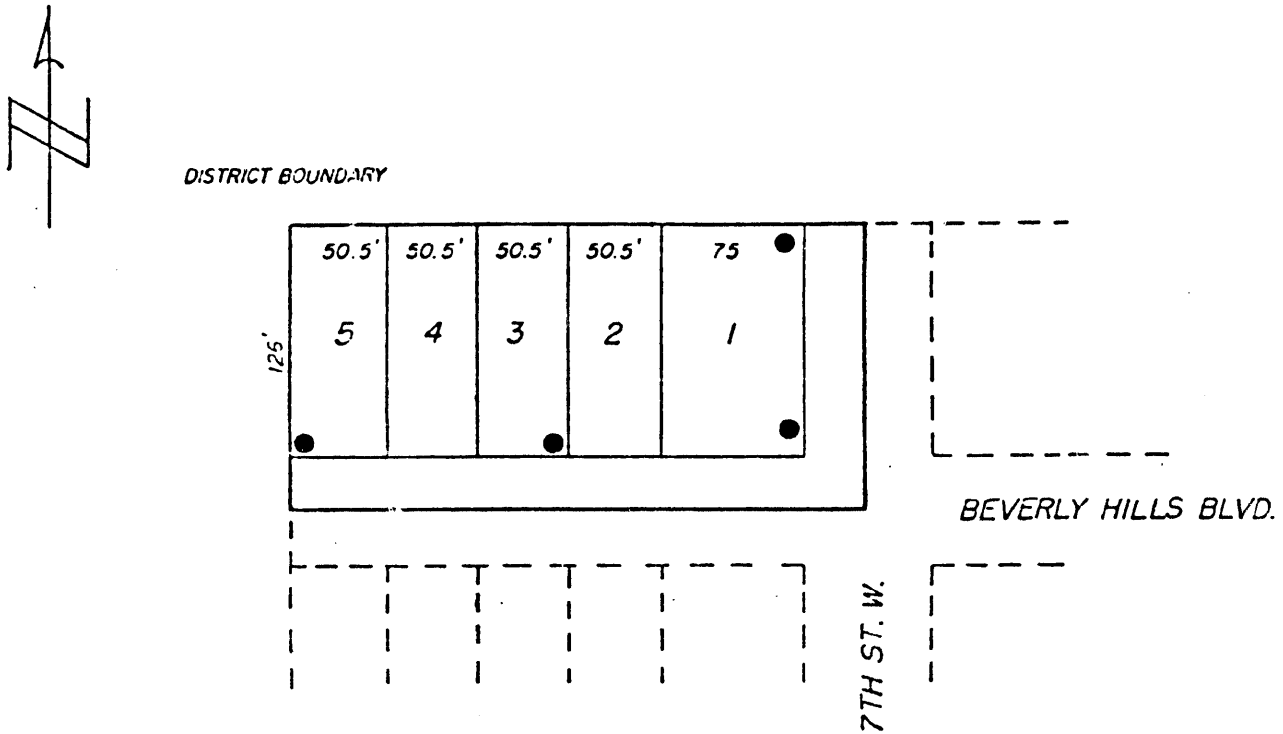
Mayor

ATTEST:

A W Horton

City Clerk

CITY OF BILLINGS
SEAL
YELLOWSTONE COUNTY, MONTANA



FOUR P.T.L. 100 WATT HIGH
PRESSURE SODIUM LAMPS
STEEL POLES, UNDERGROUND
WIRING

S.I.L.M.D. NO. 239
BLK. 1, WRIGHT SUB.

SCALE: 1" = 100'

EXHIBIT "A"

START

Form No. 6625

NUMBER-132

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 240

DATE: March 16, 1987

FOLDER

CONTRACT

THIS AGREEMENT, made and entered into this 16th day of March, 1987, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "COMPANY", and the CITY OF BILLINGS, a municipal corporation, organized under the laws of the State of Montana hereinafter called the "CITY":

WITNESSETH:

The CITY owns thirty-six (36) 250 watt high pressure sodium street lights on steel poles with underground wiring located on Broadwater Avenue between 12th Street West and 18th Street West, also known as Special Improvement Lighting Maintenance Number 240.

The CITY desires to have electrical energy and maintenance furnished for such lights; and the COMPANY is willing and desirous of assisting in furnishing electrical energy, materials, and services for the purpose stated under the following specific conditions, covenants, considerations, and none other.

THEREFORE, in consideration of the promises and mutual covenants of the parties hereto, it is hereby agreed:

1. OWNERSHIP

The aforesaid street lights, poles, wiring, and other components constituting a part thereof, shall at all times remain the exclusive property of the CITY from the initial point of energy delivery, and the CITY shall retain and accept all responsibility and liability for said lights, poles, wiring, and other components.

2. ENERGY AND MAINTENANCE OF LIGHTS

The COMPANY agrees to supply electrical energy to the point of delivery for said lights and to replace bulbs and glassware for said lights for the charges hereinafter specified.

The COMPANY will replace bulbs and glassware within in a reasonable time after receiving notice of any outage. The CITY shall report any outages to the COMPANY'S office in Billings, Montana. Lights shall be turned on at dusk and turned off at dawn each day during the terms of this Agreement.

The COMPANY agrees to provide additional repairs for the lights other than replacement of bulbs and glassware, on request of the CITY, and CITY agrees to pay to COMPANY of the cost of such repairs. The cost of such repairs shall be the total cost of materials and labor plus a percentage equivalent of the cost of the fringe benefits, social security and unemployment taxes, self insurance costs, general overhead costs, and material handling costs, which will be calculated in accordance with the schedule of additives to be used by the COMPANY in billing the Montana State Highway Commission for work performed during the then current year. A copy of said schedule of additives, dated January 30, 1985, is attached hereto as Appendix A, and a copy of said schedule will be furnished by the COMPANY to the CITY when it is periodically revised.

3. LIABILITY

The CITY shall hold the COMPANY harmless from any liability incurred or resulting from the construction, operation, or maintenance of the lights; excepting, however, any liability incurred which is the direct result of the negligence of the COMPANY, its agents, or employees

4. PATROL OF THE STREET LIGHTS

The CITY shall, insofar as consistent with its ability, cause said lights to be patrolled for the purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The COMPANY shall have no obligation to patrol said lights, however, nothing herein shall be construed to preclude the COMPANY from taking care of observed outages.

5. CHARGES

The COMPANY shall charge and the CITY agrees to pay for the electrical energy and the replacement of bulbs and glassware for the lights on the following rate schedule.

$6.15 per unit per month for 250 watt
high pressure sodium vapor lamp

The above charge shall apply only to the lights herein specified, and if additional lights are subsequently installed, the charges for such additional lights shall be in accordance with the rates in effect at the time installations are made.

The charge for electrical energy included in the above rate is based upon Rate Schedule SL-2(84P)7 applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

Bills for said services shall be due and payable in cash or valid warrants at the office of the COMPANY in Billings, Montana, when rendered each month, and will become delinquent thirty (30) days thereafter.

6. FORCE MAJEURE

It is understood and agreed that the COMPANY shall not be liable to comply with any of the terms and conditions of the Agreement where such failure is caused by acts of God, governmental regulations or orders, strikes, or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the COMPANY.

7. TERM

This Agreement shall be and remain in force and effect for a period of two (2) years and eleven (11) months from the date thereof, and shall continue in force for successive periods of two years and eleven months each, until and unless terminated by either party giving the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this Agreement at the expiration of such initial term or any renewal.

8. PREVIOUS AGREEMENTS

This Agreement supersedes any agreements previously entered into by the parties with respect to the furnishing of energy or maintenance for said lights.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officiers.

THE MONTANA POWER COMPANY

By _____
Manager - Billings Division

THE CITY OF BILLINGS,
A Municipal Corporation

By _____
Mayor

ATTEST:

By _____
City Clerk

CITY OF BILLINGS
SEAL
YELLOWSTONE COUNTY, MONTANA

THE MONTANA POWER COMPANY

ADDITIVES TO BE USED IN BILLING THE MONTANA STATE HIGHWAY COMMISSION FOR WORK PERFORMED DURING THE YEAR 1986

Company Fringe Benefits (Based on 1985 Actual Costs)				1986 Percent for Billing purposes
Group Life Insurance				1.15
Group Hospital Insurance				4.95
Group Long-term Disability				.29
Group Dental				.64
Other Disability				.03
Education and Recreation				.31
Miscellaneous				.42
Employee Assistance Program				.17
Contributions Union Pensions				.04
Unfunded Pension Payments				.66
Trust Fund Payments				5.08
Trust Fund Administrative Expenses				.37
Payroll Savings Company				2.28
Payroll Savings Administrative Expense				.10
Other Medical				.30
State I.A.B. Workers' Compensation				.54
Employee Relocation Interest Differential				.21
Employee Discounts				1.14
Pay for Time Not Worked				
Vacation Benefits	6.02			
Sick Leave Benefits	2.02			
Holiday Pay	4.39			
Other Pay for Time Not Worked	.57			
	13.00			
Payroll Taxes for Time Not Worked				
Social Security	.89			
Federal Unemployment	.02			
State Unemployment	.17			
	1.08			
Total Pay for Time Not Worked		14.08		32.76
Social Security & Unemployment Taxes (Based on January 31, 1986 Wages)	Maximum Taxable		Annualized	
Old Age & Survivors' Insurance	42,000	7.15	6.86	
State Unemployment	12,000	2.40	1.29	
Federal Unemployment	7,000	.80	.18	
		10.35		8.33
Self Insurance Against Public Liability and Property Damage				1.00
General Overhead Costs				
Consists of Overhead Costs not directly chargeable to construction accounts and includes engineering and supervision, General Office salaries and expenses, etc., applicable to direct labor				15.99
Total Payroll Additives				58.08
Material Handling Costs				
Average cost per dollar of issue for twelve months ended December 1985				11.20

START

Form No. 6826

NUMBER - 133

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 196

DATE: Nov. 6, 1978

FOLDER

SILMD # 196

CONTRACT

THIS AGREEMENT, made and entered into this 6th day of November, 1918, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF SILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City",

W I T N E S S E T H :

The City owns fifteen (15) 100 watt high pressure sodium lamps in enclosed luminaires mounted on steel poles served by underground wiring, specifically SILMD #196

located on Custer and Terry Avenues

between 10th and 11th Street West

The City desires to maintain and repair these street lights itself but it desires to purchase the electricity for the lights from the Company.

THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS HEREBY AGREED as follows:

Section 1 - OWNERSHIP, MAINTENANCE AND OPERATION

The aforesaid street lights, the poles, wiring and other components constituting a part thereof shall at all times be owned, operated, maintained and repaired by the City at its own expense.

Section 2 - SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to the aforesaid street lights for the charges hereinafter specified.

Section 3 - CHARGES

The City undertakes and agrees to pay the Company for supplying electrical energy for the aforesaid street lights, as follows:

For each 100 watt light the sum of $1.00 per month,

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based on rate schedule SL-7P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

Bills for said electrical energy shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

Section 4 - FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

Section 5 - TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By C L Belden
Manager, Billings Division

CITY OF BILLINGS SEAL

THE CITY OF BILLINGS,
a municipal corporation

By William B. Fox
Mayor

ATTEST:

Deborah S. Homing
City Clerk

APPROVED TO FORM:

By _____
City Attorney

START

Form No. 6826

NUMBER - 134

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 197

DATE: August 8, 1977

FOLDER

SILD 297 _____

C O N T R A C T

THIS AGREEMENT, made and entered into this 8 day of August, 1977, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City",

W I T N E S S E T H :

The City owns Fifteen (15) 100 watt high pressure sodium lamps in enclosed luminaires mounted on steel poles served by underground wiring

located on Custer Avenue

between 8th and 10th Street West.

The City desires to maintain and repair these street lights itself but it desires to purchase the electricity for the lights from the Company.

THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS HEREBY AGREED as follows:

Section 1 - OWNERSHIP, MAINTENANCE AND OPERATION

The aforesaid street lights, the poles, wiring and other components constituting a part thereof shall at all times be owned, operated, maintained and repaired by the City at its own expense.

Section 2 - SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to the aforesaid street lights for the charges hereinafter specified.

Section 3 - CHARGES

The City undertakes and agrees to pay the Company for supplying electrical energy for the aforesaid street lights, as follows:

For each 100 -watt light the sum of 96¢ per month,

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based on rate schedule SL-75P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

Bills for said electrical energy shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

Section 4 - FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

Section 5 - TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By C L Belden
Manager, Billings Division

THE CITY OF BILLINGS,
a municipal corporation

By William B. Fox
Mayor

ATTEST:

Lois O. Sahuster
City Clerk

CITY OF BILLINGS SEAL

START

Form No. 6626

NUMBER - 135

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 200

DATE: Nov. 6, 1978

FOLDER

SILMD # 200

CONTRACT

THIS AGREEMENT, made and entered into this 6th day of November, 1978, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City",

W I T N E S S E T H :

The City owns sixteen 100-watt high pressure sodium street lights on steel poles with underground wiring located on Miles and Terry Avenues between 11th Street West and 12th Street West, established as SILMD 200.

The City desires to maintain and repair these street lights itself but it desires to purchase the electricity for these lights from the Company.

THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS HEREBY AGREED as follows:

Section 1-OWNERSHIP, MAINTENANCE AND OPERATION

The sixteen aforesaid street lights, the steel poles, wiring and other components constituting a part thereof shall at all times be owned, operated, maintained and repaired by the City at its own expense.

Section 2-SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to the aforesaid sixteen street lights for the charges hereinafter specified.

Section 3-CHARGES

The City undertakes and agrees to pay the Company for supplying electrical energy for the foresaid sixteen street lights, as follows:

For each 100-watt high pressure sodium light the sum of $1.00 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based on rate schedule SL-77P applied to the wattage of the lamp and ballast, and it is subject to amendment of revision by the Public Service Commission of the State of Montana.

Bills for said electrical energy shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

Section 4-FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

Section 5-TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

THE CITY OF BILLINGS,
a municipal corporation

By _____
Mayor

ATTEST:

_____
City Clerk

APPROVED TO FORM:

By _____
City Attorney

START

Form No. 0628

NUMBER-136

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 203

DATE: Nov. 6, 1978

FOLDER

SILMD # 203

C O N T R A C T

THIS AGREEMENT, made and entered into this 6th day of December, 1978, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City",

W I T N E S S E T H :

The City owns four 100-watt high pressure sodium street lights on steel poles with underground wiring located on North 13th Street from 100 feet north of 6th Avenue North, north to Park Place, established as SILMD 203.

The City desires to maintain and repair these street lights itself but it desires to purchase the electricity for these lights from the Company.

THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS HEREBY AGREED as follows:

Section 1-OWNERSHIP, MAINTENANCE AND OPERATION

The four aforesaid street lights, the steel poles, wiring and other components constituting a part thereof shall at all times be owned, operated, maintained and repaired by the City at its own expense.

Section 2-SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to the aforesaid four street lights for the charges hereinafter specified.

Section 3-CHARGES

The City undertakes and agrees to pay the Company for supplying electrical energy for the aforesaid four street lights, as follows:

For each 100-watt high pressure sodium light the sum of $1.00 per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based on rate schedule SL-77P applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

Bills for said electrical energy shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana, when rendered each month, and will become delinquent ten (10) days thereafter.

Section 4-FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

Section 5-TERM

This agreement shall be and remain in full force and effect for period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal therof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

By _____
Manager, Billings Division

THE CITY OF BILLINGS,
a municipal corporation

By _____
Mayor

ATTEST:

_____
City Clerk

APPROVED TO FORM:

By _____
City Attorney

START

Form No. 0828

NUMBER-137

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 241

DATE: March 17, 1986

FOLDER

CITY OF BILLINGS
SILMD NO. 241 3/17/86

(17) 250 WATT HPS LAMPS ON COBRA HEAD FIXTURES. 30'- UG WIRING.

AMENDMENT TO EXISTING STREETLIGHT CONTRACT

This agreement hereby amends the streetlighting contract between THE MONTANA POWER COMPANY and THE CITY OF BILLINGS entered into March 17, 1986 calling for the installation, operation and maintenance of a street-lighting system under Special Lighting Improvement District Number 241. The City of Billings hereby agrees to the change of the proposed street-lighting plan calling for seventeen (17) 250 watt high pressure sodium lamps in cobra head fixtures mounted at 30' on steel poles. The contract is amended to install 8 - 250 watt HPSV on steel poles with underground wiring and 9 - 250 watt HPSV on distribution poles with overhead wiring. The City of Billings hereby agrees to the change in rates due to this change and subsequent rate changes as approved by the Montana Public Service Commission. The rate schedule currently in effect is SL - 1 (84P) Suppl #5. These changes were approved by vote of The City Council at their regularly scheduled meeting on MARCH 17, 1986. Except as explicitly amended, the provisions of said contract shall remain in full force and effect.

BY Larry S. Peterson

City Engineer 8/27/86
(Title)

Attested By: [signature]

Accepted By: [signature]
THE MONTANA POWER COMPANY

C O N T R A C T

THIS AGREEMENT, made and entered into this 17 day of March, 1986, by and between the MONTANA POWER COMPANY a coporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter call the CCompany" and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City."

W I T N E S S E T H :

WHEREAS, Special Improvement Lighting Maintenance District No. 241 has been duly and regularly created by the City Council of the City of Billings, Montana for the purpose of providing new Street Lighting within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED AS FOLLOWS:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: 250 Watt High Pressure Sodium Lamps in Cobra Head Fixtures Mounted 30' on Steel Poles with Underground Wiring.

(b) Locations: There will be seventeen (17) units spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the District, and to maintain said system for the charges hereinafter

specified. Lights shall be turned on at dusk and turned off a dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintenance as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

$ 14.03 per unit / per month

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-1 (84-P) Supplement #5 applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage of lamps and glassware. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street ligths. In consequence thereof, the Company shall have the right to make an additional charge to the City for the actual cost of the material and labor for repairs to and replacements in said sytem, make necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana when rendered each month and will become delinquent ten (10) days thereafter.

SECTION 6. PATROL OF THE STREETLIGHTS

The City shall insofar as consistent with its ability, cause said lights to be patrolled for the purpose of preventing vandalism or malicious mischief

and keeping maintenance at a minimum. The Company shall have no obligation to patrol said lights.

SECTION 7. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, striked or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 8. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

Division Manager

THE CITY OF BILLINGS, MONTANA
A Municipal Corporation

Mayor

ATTEST:

City Clerk
Deputy

CITY OF BILLINGS SEAL YELLOWSTONE COUNTY, MONTANA

START

Form No. 0828

NUMBER - 138

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 245

DATE: April 13, 1987

FOLDER

C O N T R A C T

THIS AGREEMENT, made and entered into this ~~27th~~ 13th day of ~~February~~ April, 1987, by and between the MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company," and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City."

W I T N E S S E T H:

WHEREAS; Special Improvement Lighting Maintenance District No. 245 has been duly and regularly created by the City Council of the City of Billings, Montana for the purpose of providing new streetlighting within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED AS FOLLOWS:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: 400 W HPSV fixtures mounted on steel poles with UG conductor.

(b) Locations: There will be two units spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

$16.94/unit/month revised 9/29/86 to $18.14 unit/month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-1(84P)Suppl. #5, revised 9/29/86 to Sl-1(84P) Suppl #7, applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage of lamps and glassware. It is within the

police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City for the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana when rendered each month and will become delinquent thirty (30) days thereafter.

SECTION 6. PATROL OF THE STREETLIGHTS

The City shall insofar as consistent with its ability, cause said lights to be patrolled for the purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The Company shall have no obligation to patrol said lights.

SECTION 7. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 8. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

Division Manager

THE CITY OF BILLINGS
A Municipal Corporation

Mayor

CITY OF BILLINGS SEAL YELLOWSTONE COUNTY, MONTANA

ATTEST:

City Clerk

START

Form No. 0626

NUMBER-139

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 246

DATE: April 13, 1987

FOLDER

C O N T R A C T

THIS AGREEMENT, made and entered into this ~~27th~~ 13th day of ~~February~~ April, 1987, by and between the MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company," and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City."

W I T N E S S E T H :

WHEREAS, Special Improvement Lighting Maintenance District No. 246 has been duly and regularly created by the City Council of the City of Billings, Montana for the purpose of providing new streetlighting within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED AS FOLLOWS:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed as soon as reasonably possible. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: 100 W HPSV fixtures mounted on steel poles with underground conductor.

(b) Locations: There will be twelve units spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. charges

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

$10.64/unit/month. Revised rate effective 9/29/86 - $11.40/unit/month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-1(84P) Suppl. #5, revised 9/29/86 to SL-1(84P) Suppl. #7 applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage of lamps and glassware. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City for the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana when rendered each month and will become delinquent thirty (30) days thereafter.

SECTION 6. PATROL OF THE STREETLIGHTS

The City shall insofar as consistent with its ability, cause said lights to be patrolled for the purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The Company shall have no obligation to patrol said lights.

SECTION 7. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 8. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the

expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

Glenn Wheeler
Division Manager

THE CITY OF Billings
A Municipal Corporation

James W. Burdick
Mayor

ATTEST:

City Clerk

START

Form No. 0828

NUMBER-140

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 247

DATE: Jan. 18, 1988

FOLDER

#2

C O N T R A C T

THIS AGREEMENT, made and entered into this 18 day of Jan, 1988, by and between the MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City".

W I T N E S S E T H:

The City owns six 1000 watt mercury vapor cobrahead luminaires mounted on traffic signal poles that will be converted to 400 watt high pressure sodium cobra head luminaires located on North 27th Street at the intersections of 6th Avenue North, 9th Avenue North, and Poly Drive within SILMD #248.

The City desires to purchase the electrical energy for the lights from the Company, and the Company is willing and desirous of assisting in furnishing electrical energy, materials, and services for the purpose stated under the following specific conditions, covenants, considerations, and none other.

THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS HEREBY AGREED:

SECTION 1: OWNERSHIP

The aforesaid street lights, poles, wiring and other components constituting a part thereof shall at all times remain the exclusive property of the City from the initial point of energy delivery, and the City shall retain and accept all responsibility and liability for said lights, poles, wiring and other components.

SECTION 2: ENERGY AND MAINTENANCE OF LIGHTS

The Company agrees to supply electrical energy to the point of delivery for said lights for the charges hereinafter specified.

The Company shall provide cleaning and replacement of lamps and glassware as provided for in the PSC rate schedule referenced below.

The Company further agrees to provide repairs and maintenance beyond cleaning and replacement of lamps at the request of the City, and

the City agrees to pay the Company the cost of such repairs and and maintenance.

The cost of such additional repairs and maintenance shall be the total cost of materials and labor plus a percentage equivalent to the cost of fringe benefits, Social Security and unemployment taxes, self-insurance cost, general overhead costs, and material handling costs which will be calculated in accordance with the schedule of additives to be used by the Company in billing the Montana State Highway Commission for work performed during the then current year. A copy of said schedule will be furnished by the Company to the City when it is periodically amended.

SECTION 3. PATROL OF THE STREET LIGHTS

The City shall insofar as consistent with its ability, cause said lights to be patrolled for the purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The Company shall have no obligation to patrol said lights.

SECTION 4: CHARGES

The City undertakes and agrees to pay the Company for supplying electrical energy for the aforesaid street lights, as follows:

$9.78 per lighting unit per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed. The charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based on rate schedule SL-2(84P) Supplement #8 applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

Bills for said electrical energy shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana when rendered each month and will become delinquent thirty (30) days thereafter.

SECTION 5: FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods,

droughts, riots, destruction of property, or without being limited by the foregoing, by another cause beyond the reasonable control of the Company.

SECTION 6: TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

SECTION 7: PREVIOUS AGREEMENTS

This agreement supersedes any agreements previously entered into by the parties with respect to the furnishing of energy or maintenance for said lights.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

BY: Glenn Wheeler
Manager, Billings Division

THE CITY OF Billings
A Municipal Corporation

BY: James W. Van Arsdale
Mayor

ATTEST:

Marita Herold
City Clerk

#1

C O N T R A C T

THIS AGREEMENT, made and entered into this 18 day of Jan, 1988, by and between the MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City".

W I T N E S S E T H :

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED AS FOLLOWS:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at is own expense, and such work is estimated to be commenced and completed by January 1, 1988. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: Fifty Seven (57) 400 Watt HPSV Cobrahead luminaries, 35 foot steel poles, underground wiring.

(b) Locations: There will be 57 units spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off

at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

$19.29 per lighting unit per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-1 (84P) Supplement 8 applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charge above shown for the system are based upon estimated normal wear and breakage of lamps and glassware. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City for the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana when rendered each month and will become delinquent thirty (30) days thereafter.

SECTION 6. PATROL OF THE STREET LIGHTS

The City shall insofar as consistent with its ability, cause said lights to be patrolled for the purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The Company shall have no obligation to patrol said lights.

SECTION 7. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 8. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue to force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

Glenn Wheeler

Division Manager

THE CITY OF Billings

A Municipal Corporation

James W. Van Ausdale

Mayor

ATTEST:

Marita Herold

City Clerk

START

Form No. 0828

NUMBER - 141

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 248

DATE: May 9, 1988

FOLDER

C O N T R A C T

THIS AGREEMENT, made and entered into this 9th day of May, 1988, by and between the MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City".

W I T N E S S E T H:

WHEREAS, Special Improvement Lighting Maintenance ~~District No. 247~~ has been duly and regularly created by the City Council of the City of Billings, Montana for the purpose of providing new street lighting within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED AS FOLLOWS:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work is estimated to be commenced and completed by July 1, 1988. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: Twenty-Six (26) 400 Watt high pressure sodium Cobrahead luminaries, mounted on steel poles at 35' mounting height, underground wiring.

(b) Locations: There will be 26 units spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows: $18.82 per lighting unit per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-1 (84P) Supplement 9 applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charge above shown for the system are based upon estimated normal wear and breakage of lamps and glassware. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City for the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the Office of the Company in Billings, Montana when rendered each month and will become delinquent thirty (30) days thereafter.

SECTION 6. PATROL OF THE STREET LIGHTS

The City shall insofar as consistent with its ability, cause said lights to be patrolled for the purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The Company shall have no obligation to patrol said lights.

SECTION 7. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 8. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue to force and effect for successive periods of two (2) years and eleven (11) each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

Glenn Wheeler

Division Manager - Billings

THE CITY OF BILLINGS
A Municipal Corporation

Dennis M. Flick

Mayor Deputy Mayor in the absence of the Mayor

ATTEST:

Marita Herold

City Clerk

City owned

C O N T R A C T

THIS AGREEMENT, made and entered into this 9th day of May, 1988, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City".

W I T N E S S E T H:

The City owns five (5) high pressure sodium cobra head luminaires mounted on traffic signal poles and city owned poles located at the intersection of Grand Avenue and Division and North 32nd, Grand Avenue and 3rd Street West; and Grand Avenue and 8th Street West; and three (3) mercury vapor cobra head luminaires at Grand and 5th Street West all within SILMD #247.

The City desires to purchase the electrical energy for the lights from the Company, and the Company is willing and desirous of assisting in furnishing electrical energy, materials, and services for the purpose stated under the following specific conditions, covenants, considerations, and none other.

THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS HEREBY AGREED:

SECTION 1: OWNERSHIP

The aforesaid street lights, poles, wiring and other components constituting a part thereof shall at all times remain the exclusive property of the City from the initial point of energy delivery, and the City shall retain and accept all responsibility and liability for said lights, poles, wiring and other components.

SECTION 2: ENERGY AND MAINTENANCE OF LIGHTS

The Company agrees to supply electrical energy to the point of delivery for said lights for the charges hereinafter specified.

The Company shall provide cleaning and replacement of lamps and glassware as provided for in the PSC rate schedule referenced below.

The Company further agrees to provide repairs and maintenance beyond cleaning and replacement of lamps at the

request of the city, and the City agrees to pay the Company the cost of such repairs and maintenance.

The cost of such additional repairs and maintenance shall be the total cost of materials and labor plus a percentage equivalent to the cost of fringe benefits, Social Security and unemployment taxes, self-insurance cost, general overhead costs, and material handling costs which will be calculated in accordance with the schedule of additives to be used by the Company in billing the Montana State Highway Commission for work performed during the then current year. A copy of said schedule will be furnished by the Company to the City when it is periodically amended

SECTION 3: PATROL OF THE STREET LIGHTS

The City shall insofar as consistent with its ability, cause said lights to be patrolled for the purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The Company shall have no obligation to patrol said lights.

SECTION 4: CHARGES

The City undertakes and agrees to pay the Company for supplying electrical energy for the aforesaid street lights, as follows: per lighting unit per month, 1 - 400 Watt HPS - $9.54; 2 - 250 Watt HPS - $6.39; 2 - 200 Watt HPS - $5.23. 3 - 400 Watt mercury vapor - $8.49.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based on rate schedule SL-2 (84P) Supp. #9 applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

Bills for said electrical energy shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana when rendered each month and will become delinquent thirty (30) days thereafter.

SECTION 5: FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots,

destruction or property, or without being limited by the foregoing, by another cause beyond the reasonable control of the Company.

SECTION 6: TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

SECTION 7: PREVIOUS AGREEMENTS

This agreement supersedes any agreements previously entered into by the parties with respect to the furnishing of energy or maintenance for said lights.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

BY: Glenn Wheeler
Manager, Billings Division

THE CITY OF BILLINGS
A Municipal Corporation

BY: Dennis M. Flick
Mayor Deputy Mayor in the absence of the Mayor

CITY OF BILLINGS SEAL YELLOWSTONE COUNTY, MONTANA

ATTEST:

Marita Herold
City Clerk

START

Form No. 6826

NUMBER-142

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 261

DATE: August 14, 1995

FOLDER

SILMD 261
Straw Sub (Jackson to Jefferson
Orrel to Kratz Ln)
Contract signed 8/95

CONTRACT

THIS AGREEMENT, made and entered into this 14 day of Aug, 1995, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company" and THE CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City".

WITNESSETH:

WHEREAS, Special Improvement Lighting Maintenance District No. 261 has been duly and regularly created by the City Council of the City of Billings, Montana for the purpose of providing new 100 watt high pressure sodium (HPS) streetlighting within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED AS FOLLOWS:

SECTION 1. INSTALLATION OF NEW FACILITIES

The company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed by December 31, 1995. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: 100 watt high pressure sodium glass enclosed cobra head luminaries on 25 foot steel poles served by underground wiring.

(b) Locations: There will be 18 (eighteen) 100 watt units spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company and for supplying electrical energy thereto, as follows:

FOR EACH 100 WATT H.P.S. ON STEEL POLE, THE RATE OF $178.32 PER YEAR

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-1 applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage of lamps and glassware. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City for the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana when rendered each month and will become delinquent thirty (30) days thereafter.

SECTION 6. PATROL OF THE STREETLIGHTS

The city shall insofar as consistent with its ability, cause said lights to be patrolled for purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The Company shall have no obligation to patrol said lights.

SECTION 7. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 8. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

DIVISION MANAGER - BILLINGS

THE CITY OF BILLINGS
a Municipal Corporation

MAYOR

ATTEST:

Marita Herold
CITY CLERK

START

Form No. 0828

NUMBER-143

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # North 32nd, Grand Avenue & 3rd St. West

DATE: May 9, 1988

FOLDER

City owned

C O N T R A C T

THIS AGREEMENT, made and entered into this 9th day of May, 1988, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City".

W I T N E S S E T H:

The City owns five (5) high pressure sodium cobra head luminaires mounted on traffic signal poles and city owned poles located at the intersection of Grand Avenue and Division and North 32nd, Grand Avenue and 3rd Street West; and Grand Avenue and 8th Street West; and three (3) mercury vapor cobra head luminaires at Grand and 5th Street West all within SILMD #247.

The City desires to purchase the electrical energy for the lights from the Company, and the Company is willing and desirous of assisting in furnishing electrical energy, materials, and services for the purpose stated under the following specific conditions, covenants, considerations, and none other.

THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS HEREBY AGREED:

SECTION 1: OWNERSHIP

The aforesaid street lights, poles, wiring and other components constituting a part thereof shall at all times remain the exclusive property of the City from the initial point of energy delivery, and the City shall retain and accept all responsibility and liability for said lights, poles, wiring and other components.

SECTION 2: ENERGY AND MAINTENANCE OF LIGHTS

The Company agrees to supply electrical energy to the point of delivery for said lights for the charges hereinafter specified.

The Company shall provide cleaning and replacement of lamps and glassware as provided for in the PSC rate schedule referenced below.

The Company further agrees to provide repairs and maintenance beyond cleaning and replacement of lamps at the

request of the city, and the City agrees to pay the Company the cost of such repairs and maintenance.

The cost of such additional repairs and maintenance shall be the total cost of materials and labor plus a percentage equivalent to the cost of fringe benefits, Social Security and unemployment taxes, self-insurance cost, general overhead costs, and material handling costs which will be calculated in accordance with the schedule of additives to be used by the Company in billing the Montana State Highway Commission for work performed during the then current year. A copy of said schedule will be furnished by the Company to the City when it is periodically amended

SECTION 3: PATROL OF THE STREET LIGHTS

The City shall insofar as consistent with its ability, cause said lights to be patrolled for the purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The Company shall have no obligation to patrol said lights.

SECTION 4: CHARGES

The City undertakes and agrees to pay the Company for supplying electrical energy for the aforesaid street lights, as follows: per lighting unit per month, 1 - 400 Watt HPS - $9.54; 2 - 250 Watt HPS - $6.39; 2 - 200 Watt HPS - $5.23. 3 - 400 Watt mercury vapor - $8.49.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based on rate schedule SL-2 (84P) Supp. #9 applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

Bills for said electrical energy shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana when rendered each month and will become delinquent thirty (30) days thereafter.

SECTION 5: FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots,

destruction or property, or without being limited by the foregoing, by another cause beyond the reasonable control of the Company.

SECTION 6: TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

SECTION 7: PREVIOUS AGREEMENTS

This agreement supersedes any agreements previously entered into by the parties with respect to the furnishing of energy or maintenance for said lights.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

BY: Glenn Wheeler
Manager, Billings Division

THE CITY OF BILLINGS
A Municipal Corporation

BY: Dennis M. Flick
Mayor
Deputy Mayor in the absence of the Mayor

ATTEST:

Marita Herold
City Clerk

MPC owned

C O N T R A C T

THIS AGREEMENT, made and entered into this 9th day of May, 1988, by and between the MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City".

W I T N E S S E T H:

WHEREAS, Special Improvement Lighting Maintenance District No. 247 has been duly and regularly created by the City Council of the City of Billings, Montana for the purpose of providing new street lighting within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED AS FOLLOWS:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work is estimated to be commenced and completed by July 1, 1988. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: Twenty-Six (26) 400 Watt high pressure sodium Cobrahead luminaries, mounted on steel poles at 35' mounting height, underground wiring.

(b) Locations: There will be 26 units spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows: $18.82 per lighting unit per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-1 (84P) Supplement 9 applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charge above shown for the system are based upon estimated normal wear and breakage of lamps and glassware. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City for the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the Office of the Company in Billings, Montana when rendered each month and will become delinquent thirty (30) days thereafter.

SECTION 6. PATROL OF THE STREET LIGHTS

The City shall insofar as consistent with its ability, cause said lights to be patrolled for the purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The Company shall have no obligation to patrol said lights.

SECTION 7. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 8. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue to force and effect for successive periods of two (2) years and eleven (11) each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

Glenn Whites

Division Manager - Business

THE CITY OF BILLINGS
A Municipal Corporation

Dennis M. Lind

Mayor

ATTEST:

Marita Herold

City Clerk

START

Form No. 0828

NUMBER - 144

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # N. 27th St. at 6th Avenue North, 9th Ave. North & Poly Drive

DATE: Jan. 18, 1988

FOLDER

#1

C O N T R A C T

THIS AGREEMENT, made and entered into this 18 day of Jan, 1988, by and between the MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City".

W I T N E S S E T H :

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED AS FOLLOWS:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at is own expense, and such work is estimated to be commenced and completed by January 1, 1988. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: Fifty Seven (57) 400 Watt HPSV Cobrahead luminaries, 35 foot steel poles, underground wiring.

(b) Locations: There will be 57 units spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off

at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company, and for supplying electrical energy thereto, as follows:

$19.29 per lighting unit per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-1 (84P) Supplement 8 applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charge above shown for the system are based upon estimated normal wear and breakage of lamps and glassware. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City for the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana when rendered each month and will become delinquent thirty (30) days thereafter.

SECTION 6. PATROL OF THE STREET LIGHTS

The City shall insofar as consistent with its ability, cause said lights to be patrolled for the purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The Company shall have no obligation to patrol said lights.

SECTION 7. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 8. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue to force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

Glenn Wheeler

Division Manager

THE CITY OF Billings

A Municipal Corporation

James W. Pomeroy

Mayor

ATTEST:

Marita Herold

City Clerk

#2

C O N T R A C T

THIS AGREEMENT, made and entered into this 18 day of Jan, 19 88, by and between the MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and the CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City".

W I T N E S S E T H:

The City owns six 1000 watt mercury vapor cobrahead luminaires mounted on traffic signal poles that will be converted to 400 watt high pressure sodium cobra head luminaires located on North 27th Street at the intersections of 6th Avenue North, 9th Avenue North, and Poly Drive within SILMD #248.

The City desires to purchase the electrical energy for the lights from the Company, and the Company is willing and desirous of assisting in furnishing electrical energy, materials, and services for the purpose stated under the following specific conditions, covenants, considerations, and none other.

THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS HEREBY AGREED:

SECTION 1: OWNERSHIP

The aforesaid street lights, poles, wiring and other components constituting a part thereof shall at all times remain the exclusive property of the City from the initial point of energy delivery, and the City shall retain and accept all responsibility and liability for said lights, poles, wiring and other components.

SECTION 2: ENERGY AND MAINTENANCE OF LIGHTS

The Company agrees to supply electrical energy to the point of delivery for said lights for the charges hereinafter specified.

The Company shall provide cleaning and replacement of lamps and glassware as provided for in the PSC rate schedule referenced below.

The Company further agrees to provide repairs and maintenance beyond cleaning and replacement of lamps at the request of the City, and

the City agrees to pay the Company the cost of such repairs and and maintenance.

The cost of such additional repairs and maintenance shall be the total cost of materials and labor plus a percentage equivalent to the cost of fringe benefits, Social Security and unemployment taxes, self-insurance cost, general overhead costs, and material handling costs which will be calculated in accordance with the schedule of additives to be used by the Company in billing the Montana State Highway Commission for work performed during the then current year. A copy of said schedule will be furnished by the Company to the City when it is periodically amended.

SECTION 3. PATROL OF THE STREET LIGHTS

The City shall insofar as consistent with its ability, cause said lights to be patrolled for the purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The Company shall have no obligation to patrol said lights.

SECTION 4: CHARGES

The City undertakes and agrees to pay the Company for supplying electrical energy for the aforesaid street lights, as follows:

$9.78 per lighting unit per month.

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed. The charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based on rate schedule SL-2(84P) Supplement #8 applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

Bills for said electrical energy shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana when rendered each month and will become delinquent thirty (30) days thereafter.

SECTION 5: FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods,

droughts, riots, destruction of property, or without being limited by the foregoing, by another cause beyond the reasonable control of the Company.

SECTION 6: TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

SECTION 7: PREVIOUS AGREEMENTS

This agreement supersedes any agreements previously entered into by the parties with respect to the furnishing of energy or maintenance for said lights.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

BY: Glenn Wheeler
Manager, Billings Division

THE CITY OF Billings
A Municipal Corporation

BY: James W. Pendale
Mayor

ATTEST:

Marita Herold
City Clerk

START

Form No. 0826

NUMBER - 145

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 249

DATE: May 9, 1988

FOLDER

BILLINGS CITY OF
STREET LIGHT CONTRACT DISTRICT #249

C O N T R A C T

THIS AGREEMENT, made and entered into this 9th day of May, 1988, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and THE CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City".

W I T N E S S E T H:

WHEREAS, Special Improvement Lighting Maintenance District No. 249 has been duly and regularly created by the City Council of the City of Billings, Montana for the purpose of providing new 100 watt high pressure sodium (HPS) street lighting within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED AS FOLLOWS:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed by October 1, 1988.
The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: 100 watt high pressure sodium glass enclosed cobra head luminairies on 25 foot steel poles served by underground wiring.

(b) Locations: There will be 99 (ninety-nine) units spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment

thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company and for supplying electrical energy thereto, as follows:

FOR EACH 100 WATT H.P.S. ON STEEL POLE, THE RATE OF $141.84 PER YEAR

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-1 (842) Supplement #9 applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage of lamps and glassware. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City for the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana when rendered each month and will become delinquent thirty (30) days thereafter.

SECTION 6. PATROL OF THE STREETLIGHTS

The City shall insofar as consistent with its ability, cause said lights to be patrolled for purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The Company shall have no obligation to patrol said lights.

SECTION 7. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 8: TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of

two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

DIVISION MANAGER - Billings

THE CITY OF BILLINGS
a Municipal Corporation

MAYOR Deputy Mayor in the absence of the Mayor

ATTEST:

CITY CLERK

C O N T R A C T

THIS AGREEMENT, made and entered into this 9th day of May, 1988, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company", and THE CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City".

W I T N E S S E T H:

WHEREAS, Special Improvement Lighting Maintenance District No. 249 has been duly and regularly created by the City Council of the City of Billings, Montana for the purpose of providing new 100 watt high pressure sodium (HPS) street lighting within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED AS FOLLOWS:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed by October 1, 1988.

The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: 100 watt high pressure sodium glass enclosed cobra head luminairies on 25 foot steel poles served by underground wiring.

(b) Locations: There will be 99 (ninety-nine) units spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment

thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company and for supplying electrical energy thereto, as follows:

FOR EACH 100 WATT H.P.S. ON STEEL POLE, THE RATE OF $141.84 PER YEAR

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-1 (84P) Supplement #9 applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage of lamps and glassware. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City for the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana when rendered each month and will become delinquent thirty (30) days thereafter.

SECTION 6. PATROL OF THE STREETLIGHTS

The City shall insofar as consistent with its ability, cause said lights to be patrolled for purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The Company shall have no obligation to patrol said lights.

SECTION 7. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 8: TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of

two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

Glenn Wheeler

DIVISION MANAGER - Billings

THE CITY OF BILLINGS
a Municipal Corporation

Dennis M. Flick

MAYOR Deputy Mayor in the absence of the Mayor

ATTEST:

Marita Herold

CITY CLERK

START

Form No. 0625

NUMBER - 146

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 1322

DATE: June 15, 1992

FOLDER

CITY OF BILLINGS SID #1322
Monad Road, 19th to 20th Streets West
Street Widening & Signalization

Copy to: Ray, John + file
original went to Pat Reardon cw 6-16-92

CITY OF BILLINGS

PUBLIC WORKS DEPARTMENT
Engineering Division
510 North Broadway-4th Floor
Billings, Montana 59101
Office (406) 657-8231
Fax (406) 657-8293

June 15, 1992

John Bowman
Montana Power Company
P.O. Box 2538
Billings, MT 59103

SUBJECT: SID #1322, Monad Road, 19th to 20th Streets West, Street Widening and Signalization

Dear John:

Enclosed is a fully executed copy of the right-of-way agreement for Parcels #2 and 3.

Thank you for your cooperation with this right-of-way acquisition process. If you have any questions during construction, please feel free to contact this office.

Very truly yours,

Kurt Corey

Kurt Corey, P.E.
City Engineer

Enclosure

KC/rm

Billings Pride
City wide.

Printed on
Recycled Paper

C I T Y O F B I L L I N G S

PUBLIC WORKS DEPARTMENT

Project No. W.O. 90-17 Parcel No. [illegible] County of [illegible]
Designation So. 19th St. W to So. 20th St. W and Monad Road

R I G H T O F W A Y A G R E E M E N T

Parcel From Station-to-Station Subdivision Section Township Range

2	LT of on So. 19th St. W	7+94.61	0+40	Lot 1, Montana Power Sub., Cert. of Survey 777, in the City of Billings, Yellowstone County, Montana
2	Rt of on Monad Rd.	3+50	8+10	
3	Rt of on Monad Rd.	8+10	13+20	Tr. 6 Amended, Cert. of Survey 777, in the City of Billings, Yellowstone County, Montana

List Names & Addresses of the Grantor, Con. Purchaser & Lessee

MONTANA POWER COMPANY
113 N. Broadway
Billings, MT 59101

1. IN CONSIDERATION OF THE PAYMENTS HEREIN SET FORTH AND THE SPECIFIC AGREEMENTS TO BE PERFORMED BY BOTH PARTIES HERETO AND WRITTEN IN THIS AGREEMENT, THE PARTIES HERETO BIND THEMSELVES TO THE TERMS AND CONDITIONS SET FORTH HEREIN. NO VERBAL AGREEMENTS SHALL BE BINDING UPON EITHER PARTY AND THIS AGREEMENT SHALL BECOME EFFECTIVE UPON EXECUTION BY A DESIGNATED REPRESENTATIVE OF THE CITY OF BILLINGS.

2. COMPENSATION FOR LAND AND IMPROVEMENTS (list acres and/or sq. ft. and improvements in the taking.)

Land - 7,368 Sq. Ft. Industrial Property
A Temporary Construction Easement 25,013 Sq. Ft.

*See Item 5

3. COMPENSATION FOR DAMAGES

None

4. TOTAL COMPENSATION FOR PARCEL $ [illegible]

5. IT IS UNDERSTOOD AND AGREED THE CITY SHALL MAKE THE FOLLOWING DISBURSEMENT OF PAYMENT.

Montana Power Company has agreed to donate the above described right-of-way for the mutual benefit of the City of Billings and grantor. No compensation is due or payable.

6. THE GRANTOR, hereby grants the City of Billings, a Temporary Construction Easement, of variable width, adjacent to the westerly and northerly property line and as described in Exhibit A, attached hereto and made a part hereof, for the purposes of grading the slope in the easement area, to be compatable with the grade of the new sidewalk and street.

7. AT NO EXPENSE TO THE GRANTOR, the City agrees to replace the driveway approach and lawn area that may be disturbed within the construction easement area, during and as part of the construction contract.

(Continued on Next Page)

Project No. W.O. 90-17 Parcel No. 2 & [illegible] County of Yellowstone
Designation So. 19th St. W to So. 20th St. W and Monad Road

(Continued from Previous Page)

NEGOTIATIONS BASED UPON THE APPROVED PLANS DATED: 1-28-92

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year as written below.

RECOMMENDED FOR APPROVAL

W. Robert Kirzak 5-5-92
Right-of-Way Agent (Date)

For City of Billings (Date)

Kurt Corey 5-29-92
For Engineering Division (Date)

For City of Billings (Date)

(Date)

THE MONTANA POWER COMPANY
(Date)

By: [signature] 5/5/92
Vice President for Administration

(Date)

(Date)

APPROVED FOR AND ON BEHALF OF THE CITY OF BILLINGS

[signature] 6/8/92
(Date)
Mayor, City of Billings

I.D. No. or SSN

START

Form No. [illegible]

NUMBER-147

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 258

DATE: May 22, 1995

FOLDER

MONTANA POWER COMPANY mpc
P.O. BOX 60330
BILLINGS, MONTANA 59108-0330

Billings - City of
SILMD # 258

CONTRACT

THIS AGREEMENT, made and entered into this 22nd day of May, 1995, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company" and THE CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City".

WITNESSETH:

WHEREAS, Special Improvement Lighting Maintenance District No. 258 has been duly and regularly created by the City Council of the City of Billings, Montana for the purpose of providing new 100 watt and 200 watt high pressure sodium (HPS) streetlighting within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED AS FOLLOWS:

SECTION 1. INSTALLATION OF NEW FACILITIES

The Company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed by October 31, 1995 except as noted in item (c) and (d) below. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: 100 watt high pressure sodium glass enclosed cobra head luminaries on 30 foot fiberglass poles and 200 watt high pressure sodium glass enclosed cobra head luminaries on 35 foot fiberglass poles (or equivalent as determined in Section 1, Paragraph (C) below) served by underground wiring.

(b) Locations: There will be 87 (eighty-seven) 100 watt and 19 (nineteen) 200 watt units spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

(c) 19 (nineteen) 200 watt units will be installed along a roadway (32nd Street West) scheduled for widening within the next three years. The Company will install said units only after obtaining written approval from the City as to style and location of said units. Said written approval will be provided by the City no later than October 31, 1995. These units shall be in place and operational by April 30, 1996. The City acknowledges that the lights may be served with temporary overhead wiring if it determines that the widening project would be likely to disrupt underground wiring runs. Temporary overhead wiring would remain in use only until such time as the 32nd Street West expansion project is completed to a point where the Company can complete said installation. Company agrees that if temporary overhead circuits are used, that the billing for these lights should reflect PSC rates for overhead wiring from the period such overhead wiring is in place.

(d) 14 (fourteen) 100 watt units will be located in the as yet undeveloped Aspen Grove 4th Filing Subdivision. Said lights will not be installed until such time as street construction is in progress within the Aspen Grove 4th Filing Development. Company shall not bill for lights within Aspen Grove, 4th Filing until they are in place and operational.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company and for supplying electrical energy thereto, as follows:

FOR EACH 100 WATT HPS ON FIBERGLASS POLE THE RATE OF $14.86 PER MONTH

FOR EACH 200 WATT HPS ON FIBERGLASS POLE THE RATE OF $17.13 PER MONTH

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-1 applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage of lamps and glassware. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City for the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana when rendered each month and will become delinquent thirty (30) days thereafter.

SECTION 6. PATROL OF THE STREETLIGHTS

The City shall insofar as consistent with its ability, cause said lights to be patrolled for purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The Company shall have no obligation to patrol said lights.

SECTION 7. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 8. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

DIVISION MANAGER - BILLINGS

THE CITY OF BILLINGS
a Municipal Corporation

MAYOR

ATTEST:

CITY CLERK Deputy City Clerk

START

Form No. 0828

NUMBER - 148

STREET LIGHTING CONTRACTS

CITY OF BILLINGS

S.I.L.M.D. # 262

DATE: July 1, 1996

FOLDER

CITY OF BILLINGS
SILMD # 262
7-1-96

86 100 WATT HPS
24 200 WATT HPS

TERRACE ESTATES

CONTRACT

THIS AGREEMENT, made and entered into this 10 day of Oct, 1995, by and between THE MONTANA POWER COMPANY, a corporation having its principal office and place of business at 40 East Broadway, Butte, Montana, hereinafter called the "Company" and THE CITY OF BILLINGS, a municipal corporation organized under the laws of the State of Montana, hereinafter called the "City".

WITNESSETH:

WHEREAS, Special Improvement Lighting Maintenance District No. 262 has been duly and regularly created by the City Council of the City of Billings, Montana for the purpose of providing new 100 watt and 200 watt high pressure sodium (HPS) streetlighting within the boundaries of said District; and

WHEREAS, the Company is willing to supply, install and own the facilities within said District, and furnish electrical energy to and maintenance for said District, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, IT IS AGREED AS FOLLOWS:

SECTION 1. INSTALLATION OF NEW FACILITIES

The company undertakes and agrees to construct and install the street lighting facilities in said District at its own expense, and such work shall be commenced and completed by July 1, 1996. The said facilities shall be of the type hereinafter specified and shall be installed at the locations and according to the specifications of the City given prior to the commencement of the work.

(a) Type of facilities: 100 watt high pressure sodium glass enclosed cobra head luminaries on 30 foot fiberglass poles and 200 watt high pressure sodium glass enclosed cobra head luminaries on 35 foot fiberglass poles served by underground wiring.

(b) Locations: There will be 86 (eighty-six) 100 watt and 24 (twenty-four) 200 watt units spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana. Type of equipment and number of lights may be modified only by the written consent of the parties hereto.

SECTION 2. OWNERSHIP

The facilities to be constructed and installed are, and shall remain, the property of the Company.

SECTION 3. MAINTENANCE AND OPERATION

The Company agrees to install and operate said street lighting facilities in the District, and to maintain said system for the charges hereinafter specified. Lights shall be turned on at dusk and turned off at dawn each day during the term of this agreement. The Company will make all necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to equipment thereof. The police officers of the City shall report any outages to the Company's office in Billings, Montana.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Company agrees to supply electrical energy to said street lighting system for the charges hereinafter specified.

SECTION 5. CHARGES

The City undertakes and agrees to pay the Company for furnishing, operating and maintaining as hereinabove provided, said street lighting system to be constructed and owned by the Company and for supplying electrical energy thereto, as follows:

FOR EACH 100 WATT H.P.S. ON STEEL POLE, THE RATE OF $178.32 PER YEAR

FOR EACH 200 WATT H.P.S. ON STEEL POLE, THE RATE OF $205.56 PER YEAR

The above charge shall apply only to each of the lighting units herein specified; and if additional units are subsequently installed with the mutual consent of the parties hereto, the charges for such additional lights shall be in accordance with the rates in effect at the time said installations are made.

The charge for electrical energy included in the above rate is based upon rate schedule SL-1 applied to the wattage of the lamp and ballast, and it is subject to amendment or revision by the Public Service Commission of the State of Montana.

The charges above shown for the system are based upon estimated normal wear and breakage of lamps and glassware. It is within the police power of the City to prevent or punish persons responsible for wanton and malicious damage to street lights. In consequence thereof, the Company shall have the right to make an additional charge to the City for the actual cost of the material and labor for repairs to and replacements in said system, made necessary by the acts of third parties.

Bills for said services shall be due and payable in cash or valid warrants at the office of the Company in Billings, Montana when rendered each month and will become delinquent thirty (30) days thereafter.

SECTION 6. PATROL OF THE STREETLIGHTS

The city shall insofar as consistent with its ability, cause said lights to be patrolled for purpose of preventing vandalism or malicious mischief and keeping maintenance at a minimum. The Company shall have no obligation to patrol said lights.

SECTION 7. FORCE MAJEURE

It is understood and agreed that the Company shall not be liable for failure to comply with any of the terms and conditions of this agreement where such failure is caused by acts of God, governmental regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or without being limited by the foregoing, by any other cause beyond the reasonable control of the Company.

SECTION 8. TERM

This agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this agreement at the expiration of such initial term or any renewal.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

THE MONTANA POWER COMPANY

DIVISION MANAGER - BILLINGS

THE CITY OF BILLINGS
a Municipal Corporation

MAYOR

ATTEST:

Marita Herold
CITY CLERK