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8
9 Co-Counsel for Plaintiffs

10
11 MONTANA EIGHTH JUDICIAL DISTRICT COURT, CASCADE COUNTY

12 CITY OF GREAT FALLS and ELECTRIC
13 CITY POWER, INC.,

14 Plaintiffs,

15 - vs -

16 SOUTHERN MONTANA ELECTRIC
GENERATION & TRANSMISSION
17 COOPERATIVE, INC. and SME ELECTRIC
GENERATION AND TRANSMISSION
18 COOPERATIVE, INC,

19 Defendants.

Case No.:

CDV-11-0256

Judge:

KENNETH R. NEILL

20 SUMMONS

21 THE STATE OF MONTANA SENDS GREETINGS TO THE ABOVE-NAMED
22 DEFENDANT: SOUTHERN MONTANA ELECTRIC GENERATION
& TRANSMISSION COOPERATIVE, INC.:

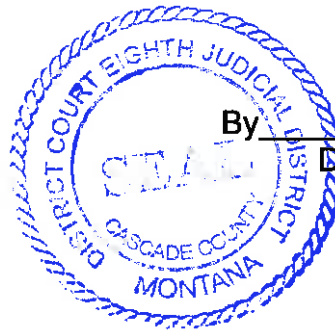
23 YOU ARE HEREBY SUMMONED to answer the Complaint in this action which is
24 filed in the office of the Clerk of this Court, a copy of which is herewith served upon you,
25 and to file your answer and serve a copy thereof upon the Plaintiffs' attorney within
26 twenty (20) days after service of this Summons, exclusive of the day of service; and in

1 case of your failure to appear or answer, judgment will be taken against you by default
2 for the relief demanded in the Complaint.

3 **WITNESS** my hand and seal of said Court this 16 day of March, 2011.

4 FAYE MCWILLIAMS
5 Clerk of District Court

6 (COURT SEAL)



7 By

8 Deputy Clerk

9 *[Handwritten signature]*

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2 for the relief demanded in the Complaint.

3 **WITNESS** my hand and seal of said Court this 16 day of March, 2011.

4 FAYE MCWILLIAMS
5 Clerk of District Court

6 (COURT SEAL)



7 By

8 Deputy Clerk

CLERK OF DISTRICT COURT
GAYL H. HILL, CLERK

2011 MAR 16 PM 4:20

FILED

BY _____ DEPUTY

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KENNETH R. NEILL
COMPLAINT
FOR DECLARATORY JUDGMENT

25 For its Complaint for Declaratory Judgment, Plaintiffs allege as follows:

26 **PARTIES, JURISDICTION, AND VENUE**

1. The City of Great Falls ("City") is a municipality and a political subdivision of the State of Montana.

2. Electric City Power, Inc. ("ECP") is a public benefit corporation organized under the Montana Nonprofit Corporation Act, with its principal office in Great Falls, Montana.

1 3. Southern Montana Electric Generation & Transmission Cooperative, Inc.
2 ("Southern Montana") is a Montana Corporation with its principal office in Billings,
3 Montana. Southern Montana is engaged in the wholesale supply of electricity to its
4 members.

5 4. SME Electric Generation and Transmission Cooperative, Inc. ("SME") is a
6 Montana Corporation with its principal office in Billings, Montana. SME was created for
7 the purpose of owning the Highwood Generation Station (HGS) described below.
8

9 5. The City is a member of Southern Montana. The City has assigned to
10 ECP all of the City's rights and obligations to purchase power from Southern Montana
11 through an Assignment and Assumption Agreement.

12 6. This Court has jurisdiction over this matter pursuant to Mont. Code Ann. §
13 27-8-201.
14

15 7. Venue is proper in Cascade County pursuant to Mont. Code Ann. § 25-2-
16 121(1)(b).

17 **FACTUAL BACKGROUND**

18 8. Southern Montana was formed in 2003 for the purpose of acquiring and
19 providing a secure source of long-term, relatively inexpensive power for the benefit of
20 Southern Montana's member cooperatives.

21 9. The City joined Southern Montana on September 3, 2003.

22 10. On or about September 29, 2004, the City entered into a Wholesale
23 Power Contract ("Contract") with Southern Montana, a copy of which is attached as
24 Exhibit A. The purpose of the Contract was to secure a source of long-term, relatively
25 inexpensive coal-generated power for the benefit of the City and its customers.
26

1 11. In November 2005, the City created Electric City Power, Inc. ("ECP") for
2 the purpose of securing and providing reliable, long-term supplies of electricity to the
3 City, its residents and electric consumers. (See ECP's Articles of Incorporation and
4 Bylaws, attached as Exhibits B and C.) The Board of Directors of ECP is made up of
5 the City Commissioners.

6
7 12. In furtherance of the purpose of securing a long-term source of relatively
8 inexpensive power, the members of Southern Montana reviewed the expected costs
9 and economic benefits for construction of a coal-fired electric generating station and of
10 purchasing power with rates keyed to the cost of building and generating power at such
11 a station. This project became known as the Highwood Generation Station ("HGS").

12 13. Financing for the coal-fired HGS project was to be provided by Rural
13 Utilities Service ("RUS"), an agency of the United States government. RUS is the
14 primary lender to each of the Southern Montana members.

15
16 14. RUS's willingness to fund the project was material to the City, because the
17 approval of a loan for such a facility would reflect the fact that RUS believed the project
18 was viable and economical.

19 15. Southern Montana agreed that it would construct and own the coal-fired
20 HGS and incur the necessary debt.

21 16. Southern Montana projected that the coal-fired HGS would begin
22 generating power in August 2011. This would have allowed Southern Montana to sell
23 power to the City at projected rates beginning as of that time.
24
25
26

1 17. Since May 2004, Southern Montana has attempted to obtain permits and
2 contracts for the construction of the HGS. Preliminary site selection work was
3 completed and an Environmental Impact Statement (EIS) was completed for the site.

4 18. Contingency contracts were entered to purchase a steam turbine
5 generator, boiler and chimney
6

7 19. The original cost estimates for the coal-fired HGS were greatly exceeded.

8 20. RUS never made a commitment to fund the coal-fired HGS, and in 2008
9 RUS denied funding for the HGS.

10 21. On April 17, 2008, Southern Montana voted to create a new entity – SME
11 – that would own the gas-fired HGS project and assume Southern Montana's rights and
12 duties for the project.

13 22. In February 2009, SME announced that it was not going to pursue the
14 construction of or financing for a coal-fired plant at the HGS location, but was going to
15 pursue the construction of a gas-fired plant at the HGS location.
16

17 23. The scheduled date of commercial operation for a gas-fired HGS is
18 unknown and has no current scheduled completion date.

19 24. In October 2007, the term on the City's Wholesale Power Contract with
20 Southern Montana was extended to 2048. (See Wholesale Power Contract attached as
21 Exhibit D.)

22 25. In October 2007, the City assigned all of its rights and responsibilities to
23 purchase power from Southern Montana to ECP. (See Assignment and Assumption
24 attached as Exhibit E.)
25

26 26. SME was created in June 2008. The City was never a member of SME.

1 27. Neither SME nor any of its members performed a study of the cost of
2 construction or power from the proposed gas-fired plant before making the decision to
3 change the HGS project from a coal-fired plant to a gas-fired plant.

4 28. In July 2008, Southern Montana obtained a \$1.25 million line of credit from
5 First Interstate Bank in Great Falls. This loan has never been considered or approved
6 by the Southern Montana Board at any Board meeting.

7 29. When Southern Montana obtained the funds, it immediately loaned them
8 to SME for the purpose of funding the efforts of SME to develop the gas-fired HGS.

9 30. The loan created a liability for Southern Montana and the City. SME could
10 not have obtained a loan on its own, and Southern Montana members, including the
11 City, continue to be liable for this loan.

12 31. In October 2008, Southern Montana and SME participated together to
13 obtain a loan from Stockman Bank for over \$5 million. This loan was obtained using the
14 credit and assets of Southern Montana members, including the City. Southern Montana
15 members, including the City, continue to be liable for this loan.

16 32. In 2009, Southern Montana and SME participated together to obtain and
17 secure a loan from a bank in Glasgow, Montana of \$1.75 million. This loan was
18 obtained using the credit and assets of Southern Montana members, including the City.
19 Southern Montana members, including the City, continue to be liable for this loan.

20 33. Article VIII of Southern Montana's Bylaws puts procedures in place in
21 order to mortgage, dispose of, or encumber substantially all the assets of Southern
22 Montana. Those restrictions and procedures have not been followed.

1 34. Southern Montana's Bylaws also state that the authorization to contract
2 must be given by Southern Montana pursuant to Article X, Section 3. No authority to
3 contract with First Interstate Bank in Great Falls was ever given by the Southern
4 Montana Board.

5 35. Despite repeated requests by the City, Southern Montana has refused to
6 provide the City with complete financial documentation concerning the interrelated
7 activities of Southern Montana.
8

9 36. Southern Montana's conduct with respect to the financial information
10 concerning the activities of SME and the interrelationship of Southern Montana and
11 SME has deprived the City and the ECP Board of any meaningful opportunity to review,
12 consider or comment upon the information, or to make informed decisions based upon
13 this information.
14

15 37. Southern Montana has adopted a policy that financial information
16 concerning the project may be reviewed at Board meetings, but that no party, including
17 the City, may retain a physical copy of the financial documents.

18 38. The City and ECP have a legal duty to comply with the Right to Know
19 provisions of Article II, § 9 of the Montana Constitution and Mont. Code Ann. §§ 2-6-
20 102, -104, and -110. Southern Montana has implemented policies to prevent critical
21 financial information concerning Southern Montana from becoming subject to public
22 disclosure.
23

24 39. The City's fundamental purpose in entering into the Wholesale Power
25 Contract with Southern Montana was acquire and provide a secure source of long-term,
26 relatively inexpensive coal-generated power for the benefit of the City and its

1 customers. Southern Montana and SME, by their actions, have frustrated that
2 fundamental purpose.

3 40. The fundamental purpose of customers entering into contracts with ECP
4 was to be provided a secure source of long-term, relatively inexpensive coal-generated
5 power. Southern Montana and SME, by their actions, have frustrated that fundamental
6 purpose.
7

8 41. The City is required by the Official Code of the City of Great Falls
9 05.20.070 (Ordinance 2925) to operate ECP on a self-sufficient and self-sustaining
10 basis. (See OCCGF 05.20.070 attached as Exhibit F.)

11 42. ECP is not self-sufficient or self-sustaining as required by law.

12 43. Over a period of January 2009 to January 2011, the City has placed
13 monthly deposits to Southern Montana's security deposit account, held by First
14 Interstate Bank. The current balance of the security deposit is \$792,411.30.
15

16 **COUNT I – DECLARATORY JUDGMENT**

17 44. Plaintiffs seek a declaratory judgment from this Court regarding its
18 obligations and relationship with Southern Montana.

19 45. Plaintiffs seek a declaratory judgment regarding the following issues:

- 20 (a) Whether the City is a proper member of Southern Montana
21 pursuant to Mont. Code Ann. § 35-18-101, et seq.;
- 22 (b) Whether the City's contracts and other obligations with Southern
23 Montana and SME are void or voidable based on a fundamental
change in purpose and circumstances;
- 24 (c) Whether the City's contracts and other obligations with Southern
25 Montana and SME are void or voidable based on the length of the
26 contract terms;

- 1 (d) Whether the City's contracts and other obligations with Southern
2 Montana and SME are void or voidable based on noncompliance
3 with the Official Code of the City of Great Falls 05.20.070
(Ordinance 2925);
- 4 (e) Whether the City's contracts and other obligations with Southern
5 Montana and SME are void or voidable pursuant to law governing
6 delegation of the City's taxing power;
- 7 (f) Whether the City is entitled to access documents and information
8 which Southern Montana has refused to disclose; and
- 9 (g) Whether the City is entitled to the return of the security deposit with
10 Southern Montana, the current balance of which is \$792,411.30.

11 WHEREFORE, Plaintiffs pray for declaratory judgment in their favor as to the
12 issues recited in paragraph 45(a)–(g), and for such other and further relief as the Court
13 deems just and proper.

14 DATED this 16th day of March, 2011.

15 GREAT FALLS CITY ATTORNEY

16 By: 

17 JAMES W. SANTORO
18 P.O. Box 5021
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20 Gerald B. Murphy
21 Emily Jones
22 MOULTON BELLINGHAM PC
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25 Billings, MT 59103-2559

26 CO-COUNSEL FOR PLAINTIFFS

WHOLESALE POWER CONTRACT

THIS AGREEMENT, made and entered into this 29th day of September, 2004, by and between **SOUTHERN MONTANA ELECTRIC GENERATION AND TRANSMISSION COOPERATIVE, INC.**, a corporation organized and existing under the laws of the State of Montana, with its principal place of business at 3521 Gabel Road - Suite #5, Billings, Montana 59102, (hereinafter referred to as Southern Montana), and **City of Great Falls**, a incorporated city with its principal place of business of City Hall, 2 Park Drive South, Great Falls, Montana, 59401, (hereinafter referred to as Member).

WHEREAS, Southern Montana will purchase or otherwise obtain electric energy and related transmission services for the purpose, among other things, of supplying wholesale electric energy to the above named member of Southern Montana; and

WHEREAS, Southern Montana may construct an electric generating plant or transmission system, or both, for the purpose, among other things, of supplying electric energy and related services to the members of Southern Montana; and

WHEREAS, Southern Montana has heretofore entered into agreements for the sale of electric energy and related services similar in form to this agreement, with a number of the Rural Utilities Service (hereinafter referred to as RUS) borrowers, which are members of Southern Montana, and will enter into similar contracts with other members; and

WHEREAS, Southern Montana has heretofore entered into a contract agreement for electric service with the United States, acting through the Department of Energy, Bonneville Power Administration Power Business Line (hereinafter referred to as Bonneville PBL), and the Western Area Power Administration (hereinafter referred to as

Western) which includes quantities of electric energy and related services previously available individually to its members; and

WHEREAS, Southern has entered into a Power Purchase and Sale Agreement with PPL Montana, LLC (hereinafter PPL), a Delaware limited liability company by and through PPL Energy Plus, LLC, its authorized agent with principal business office at 303 North Broadway, Suite 400, Billings, Montana, 59101, for the purpose of acquiring quantities of electric energy and related services for the above named member of Southern; and

WHEREAS, Southern Montana has heretofore entered into a contract agreement for Network Integrated Transmission Services with the United States, acting through the Department of Energy, Bonneville Power Administration Transmission Business Line (hereinafter referred to as Bonneville TBL); and

WHEREAS, Southern Montana has heretofore entered into a contract agreement for Network Integrated Transmission Services with NorthWestern Energy; and

WHEREAS, the Member desires a long term arrangement for the purchase of firm electric energy and related transmission services from Southern Montana on the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

1. GENERAL: Southern Montana shall sell and deliver to the Member and the Member shall purchase and receive from Southern Montana all electric energy and related transmission services which the Member shall require for the operation of the Member's system to the extent that Southern Montana shall have such wholesale electric

energy, transmission services agreements, and associated facilities available; provided however that the Member shall have the right to continue to purchase electric energy and related services under any existing contract or contracts with a supplier other than Southern Montana during the remainder of the term thereof. The Member shall terminate, if Southern Montana shall so request, any such existing contract or contracts with a supplier other than Southern Montana at such times as it may legally do so, provided Southern Montana shall have sufficient wholesale electric energy, transmission services agreements, and associated facilities available for the Member.

2. ELECTRIC CHARACTERISTICS: Electric power and energy to be furnished hereunder shall be alternating current, three phase, sixty cycle.

3. COORDINATION OF INTERCONNECTIONS & SWITCHING: In view of the fact that a hazard would exist if the Member should connect one of its distribution units to another of its distribution units served by different substations, and thereby possibly energizing by virtue of a feedback a de-energized section of Southern Montana or Southern Montana suppliers transmission lines, the Member agrees, as a safety measure, that it will coordinate with Southern Montana or its appropriate power supplier all changes of interconnections of its distribution units served from separate substations.

4. DELIVERY POINTS: Delivery points, delivery voltage, metering voltage, and special conditions of power and energy delivered, or scheduled for delivery, shall be shown in Exhibits attached hereto and made a part hereof as follows:

<u>Supplier</u>	<u>Exhibit</u>
United States (Bonneville-DOE)	A
United States (Western -DOE)	B

NorthWestern Energy (Energy Imbalances Only) A

New delivery points agreed upon by Southern Montana and the Member may be added and shown on amended Exhibits in the manner described above.

5. CONTRACT DEMAND: The contract demand for each point of delivery listed for Bonneville and Western in Exhibits A, and B, shall be set forth in Exhibit C, attached hereto upon receipt from Member and made a part hereof. On or before the 1st day of April of each year the Member shall submit a revised Exhibit C to Southern Montana setting forth the estimated maximum number of kilowatts the Member will require at the respective point(s) of delivery for the following five (5) calendar years. Southern Montana shall notify the Member in writing prior to the beginning of the next calendar year whether it accepts the proposed revision and if so the revised Exhibit C shall be substituted for the Exhibit C then in effect. If Southern Montana does not accept the proposed revision, it will notify the Member of the amount of power that is available at each delivery point and together with the Member prepare a revised Exhibit C acceptable to both parties.

6. SUBSTATION: Unless otherwise provided by the United States, the Member shall install, own, and maintain the necessary substation equipment at the points of connection and shall own and maintain switching and protective equipment which may be reasonably necessary to enable the Member to take and use electric power and energy hereunder and to protect the system of Southern Montana or Southern Montana's suppliers. Unless otherwise provided by the United States or NorthWestern Energy, meters and metering equipment shall be furnished and maintained or caused to be furnished and maintained by the Member.

7. RATE:

(A) The Member shall pay Southern Montana for all electric power and energy furnished hereunder at the rates and on the terms and conditions set forth in accordance with the Rate Schedule, most recently approved by Southern Montana's Board of Trustees.

(B) The Board of Trustees of Southern Montana at such intervals as it may deem appropriate, but in any event not less frequently than once in each calendar year, shall review the rates for electric energy and related services furnished hereunder and, if the Board of Trustees of Southern Montana deem it appropriate, shall revise such rates so that the rates shall produce revenues which shall be sufficient, but only sufficient, with the revenues of Southern Montana from all other sources, to meet: the cost of the operation and maintenance (including without limitations, replacements, insurance, taxes and administrative and general overhead expenses) of the electric utility plant and related facilities including general plant of Southern Montana; the cost of any electric energy and related services purchased for resale by Southern Montana; the cost of transmission service; the payments on account of principal of and interest on all indebtedness of Southern Montana; and to provide for the establishment and maintenance of reasonable reserves.

(C) Southern Montana shall cause a notice in writing to be given to the Member or other members of Southern Montana and the RUS Administrator which shall set out all the proposed revisions of the rate(s) with the effective date(s) thereof, which shall be not less than thirty (30) days after the date of the notice, and shall set forth the basis upon which the rate(s) is (are) proposed to be adjusted and established. The Member agrees

that the rate(s) from time to time established by the Board of Trustees of Southern Montana shall be deemed to be substituted for the rate(s) herein provided and agrees to pay for electric energy and related services furnished by Southern Montana to it hereunder after the effective date of any such revisions at such revised rates.

8. METER READING AND PAYMENT OF BILLS: Southern Montana shall read or cause to be read each meter on approximately the same date each month. Electric energy and related services furnished hereunder shall be paid for by the member at the offices of Southern Montana monthly within ten (10) days after the bill therefore is mailed to the Member. If the Member shall fail to pay any such bill within such ten-day period, Southern Montana may discontinue delivery of electric energy and related services hereunder upon fifteen (15) days' written notice to the Member of its intention to do so. Southern Montana shall timely pay for all wholesale electric energy, transmission services and other incurred costs in accordance with the provisions of contracts between Southern Montana and providers of said energy and related services.

9. METER TESTING AND BILLING ADJUSTMENT:

(A) Southern Montana shall without charge to the Member inspect and/or test metering equipment or cause metering equipment to be inspected and/or tested at least once each year and at any reasonable time upon request therefore by the Member. Any metering equipment found to be defective or inaccurate shall be repaired and readjusted or replaced.

Should any meter fail to register, the electric demand and energy delivered during such period of failure to register shall, for billing purposes, be that amount determined to be appropriate pursuant to the meter testing and billing adjustment provisions of the

contract between Southern Montana and the United States, between Southern Montana and NorthWestern Energy, between Southern Montana and PPL, whichever contract(s) is (are) applicable to said metering equipment failure.

If any of the inspections and/or tests provided for herein disclose an error exceeding two percent (2%), corrections based upon the inaccuracy found shall be made pursuant to the meter testing and billing adjustment provisions of the contract between Southern Montana and the United States, and/or between Southern Montana and NorthWestern Energy or PPL, whichever contract(s) is (are) applicable to said inaccuracy. Any correction in billing resulting from such correction in meter records shall be made in the next monthly bill rendered by Southern Montana to the Member and such correction when made shall constitute full adjustment of any claim between the parties hereto arising out of such failure or inaccuracy of metering equipment.

(B) Southern Montana shall notify the Member or arrange notification in advance of the time of any Member requested meter test so that a representative of such Member may be present at such meter test.

10. ADJUSTMENTS FOR FRACTIONAL BILLING PERIOD: For a fractional part of a billing period at the beginning or end of service, and for fractional periods due to withdrawals of service, the applicable charges for demand or capacity, for kilowatt hour blocks of energy, and/or for a minimum bill shall each be proportionately adjusted in the ratio that the number of hours that electric service is furnished to the Member in such fractional billing period bears to the total number of hours in the billing period involved.

11. RIGHT OF ACCESS: The Member hereby agrees that Southern Montana, Bonneville PBL and TBL, PPL, and Western, their authorized agents, contractors, or

employees, may enter Member's property, including its substations, at all reasonable times, provided proper advance arrangements have been made with the Member. All activities of Southern Montana, Bonneville PBL and TBL, PPL, and Western, their authorized agents, contractors, or employees, shall be performed so as not to interfere with the operation and maintenance of the facilities of the Member.

12. INDEMNIFICATION: The Member hereby agrees to indemnify and hold harmless Southern Montana, Bonneville PBL and TBL, PPL, and Western, their authorized agents, contractors, and employees, from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage arising out of the Member's negligence in the performance of this contract, except that any liability on the part of the Member and its officers and employees shall be limited by federal law or Montana state law, as applicable to the Member.

Southern Montana shall indemnify and hold Member harmless from any and all claims, demands, and liabilities arising out of the action or negligence of its agents, employees, or officers in the performance of this contract.

13. CONTINUITY OF SERVICE: Southern Montana shall use reasonable diligence to provide a constant and uninterrupted supply of electric energy and related services hereunder. If the supply of electric energy and related services shall fail or be interrupted, or become defective through an act of God or of the public enemy, or because of accident, labor dispute, or any other cause beyond the control of Southern Montana, Southern Montana shall not be liable therefore or for damages caused thereby.

14. CONSERVATION AND RENEWABLE ENERGY PROGRAM:

(A) The Member shall develop and implement a conservation and renewable energy program (hereinafter referred to as the "program"), as may be required by any governmental authority (hereinafter referred to as the "agency") with jurisdiction over Southern Montana or the Member.

(B) Southern Montana, with the guidance and assistance of the agency, will assist the Member in development of a program which will qualify under the agency's guidelines or requirements.

(C) The Member will develop a program and will submit said program in timely fashion to the agency for review and approval in accordance with the agency's guidelines or requirements.

(D) If the Member does not obtain the approval of its program by the agency or if such approval has been revoked, the net monetary cost resulting therefrom or any penalty imposed on Southern Montana by the agency will be passed through and imposed on the Member.

15. TRANSFER OF INTEREST IN CONTRACT BY MEMBER: No voluntary transfer of this contract or of the rights of the Member hereunder shall be made without the written approval of Southern Montana; Provided, That if the Member operates a project financed in whole or in part by the RUS, and/or the National Rural Utilities Cooperative Finance Corporation (CFC), and/or CoBANK, the Member may transfer or assign its interest in the contract to CFC, CoBANK, RUS or any other department or agency of the Federal Government without such written approval; Provided further, That any successor to or assignee of the rights of the Member, whether by voluntary transfer, judicial sale, foreclosure sale, or otherwise, shall be subject to all the provisions and

conditions of this contract to the same extent as though such successor or assignee were the original Member hereunder; and, Provided further, That the execution of a mortgage or trust deed, or judicial or foreclosure sales made thereunder, shall not be deemed voluntary transfers within the meaning of this article.

16. MISCELLANEOUS:

(A) Southern Montana shall not enter into any purchase power contracts which are not subject to notice in writing to the RUS Administrator.

(B) Subject to the provisions of Article I hereof, service hereunder and the obligation of the Member to pay therefore shall commence upon completion of the facilities necessary to provide service.

(C) Member agrees to reimburse Southern Montana for any expenses incurred for materials, labor, and replacement parts, if any, in maintaining and repairing voltage regulators, by-pass switches, and other related equipment installed to provide or maintain service to the Member in substations of the United States and/or NorthWestern Energy or PPL and to the extent that charges therefore may be made to Southern Montana by the United States and/or NorthWestern Energy or PPL, and have been mutually agreed to in advance by the Member and Southern Montana.

17. WAIVERS: Any waiver at any time by either party hereto if its rights with respect to a default or any other matter arising in connection with this contract shall not be deemed to be a waiver with respect to any subsequent default or matter.

18. TERM: This agreement and any amendments thereto shall become effective October 1st, 2004, and shall remain in effect through the 31st day of December, 2008, and

thereafter until terminated by either party's giving to the other not less than twelve (12) months written notice of its intention to terminate.

EXECUTED the day and year first hereinabove written.

Southern Montana Electric Generation and Transmission
Cooperative, Inc.

By: Wm C Fitzgerald
President

Attest: John E. Prinkki
Vice-President

City of Great Falls

By: John W. Fawcett
Its: City Manager

Attest: Colin B. Bismarck
Its: Fiscal Services Director

STATE OF MONTANA)
 :SS.
County of YELLOWSTONE)

On this 12TH day of NOVEMBER 2004, before me, the undersigned, a Notary Public in and for said state, personally appeared Wm C. Fitzgerald and John Prinkki, the President and Vice-President of Southern Montana Electric Generation and Transmission Cooperative, Inc., a Montana corporation, each known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same, on behalf of said corporation, for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first hereinabove written.

(Notarial Seal)

T. R. Gregory
Printed Name: TIM R. GREGORY
Notary Public for the State of Montana
Residing at: BILLINGS MT
My Commission Expires: 1 JUNE 2008

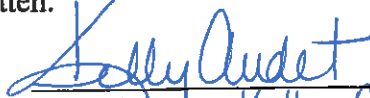
STATE OF MONTANA)
 :SS.

County of Cascade)

On this 29th day of September, 2004, before me, the undersigned, a Notary Public in and for said state, personally appeared John W. Lawton and Coleen Balzarini, the City Manager and Fiscal Services Dir., respectively, of the City of Great Falls, an incorporated city, each known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same, on behalf of said city, for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first hereinabove written.

(Notarial Seal)



Printed Name: Kelly Audet

Notary Public for the State of Montana

Residing at: Great Falls

My Commission Expires: 10/20/06

RESOLUTION 9529

A RESOLUTION APPROVING THE ARTICLES OF INCORPORATION OF ELECTRIC
CITY POWER, INC.,

WHEREAS, the City Commission adopted Ordinance 2925 which authorized the organization of Electric City Power, Inc. (the "*Corporation*") pursuant to the provisions of the Montana Nonprofit Corporation Act; and

WHEREAS, Ordinance 2925 provides that the Articles of Incorporation of the Corporation shall be approved by resolution of the City Commission; and

WHEREAS, the Articles of Incorporation for Electric City Power, Inc. are attached hereto as Exhibit A and are hereby incorporated herein.

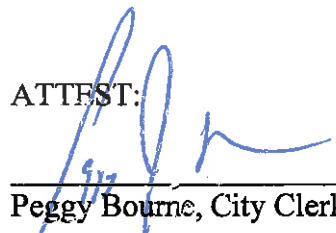
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA:

The Articles of Incorporation of the Corporation are hereby approved and authorized by the Great Falls City Commission.

PASSED by the Commission of the City of Great Falls, Montana, on this 15th day of November, 2005.

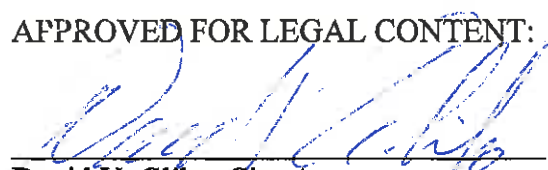

Randall H. Gray, Mayor

ATTEST:


Peggy Bourne, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:


David V. Gliko, City Attorney

State of Montana)
County of Cascade: ss.
City of Great Falls)

I, Peggy J. Bourne, City Clerk of the City of Great Falls, Montana, do hereby certify that the foregoing Resolution 9529 was placed on its final passage and adoption, and was passed and adopted by the City Commission of said City at a Regular Meeting thereof held on the 15th day of November, 2005, and approved by the Mayor of said City, on the 15th day of November, 2005.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City, this 15th day of November, 2005.



Peggy J. Bourne, City Clerk

(SEAL OF CITY)

**ARTICLES OF INCORPORATION
OF
ELECTRIC CITY POWER, INC.
a Montana nonprofit corporation**

ARTICLE I

NAME

The name of the nonprofit corporation is Electric City Power, Inc. (the "*Corporation*").

ARTICLE II

PUBLIC BENEFIT CORPORATION

The Corporation is a "public benefit corporation," as that term is defined in §35-2-114(28) of the Montana Nonprofit Corporation Act, Title 35, Chapter 2, Montana Code Annotated, as amended (the "*Nonprofit Corporation Act*").

ARTICLE III

PERPETUAL EXISTENCE

The existence of the Corporation shall be perpetual.

ARTICLE IV

MEMBER

The Corporation shall have a single "member," as that term is defined in §35-2-213 of the Nonprofit Corporation Act, which shall be the City of Great Falls, Montana (the "*Member*").

ARTICLE V

PUBLIC PURPOSE; POWERS; LIMITATIONS

The Corporation is organized for the transaction of any lawful activity as provided in the Nonprofit Corporation Act and to act as the agency, instrumentality and constituted authority of the Member. The Corporation will be operated solely and only to accomplish the public purposes of the Member and will be operated as a nonprofit corporation under the provisions of the Nonprofit Corporation Act.

At all times, and notwithstanding merger, consolidation, reorganization, termination, dissolution or winding up of the Corporation, voluntarily or involuntarily, or by operation of law or any other provision hereof:

(a) The Corporation shall neither have nor exercise any power, nor shall it directly or indirectly engage in any activity, that would prevent the Corporation from complying with the provisions of the Nonprofit Corporation Act.

(b) The Corporation shall not be operated for the purpose of carrying on a trade or business for profit.

(c) No part of the income of the Corporation shall inure to the benefit of any director or officer of the Corporation or any private individual, except that reasonable compensation may be paid for services rendered on behalf of the Corporation, and no director or officer of the corporation or any private individual shall be entitled to share in any distribution of any of the assets of the Corporation upon its dissolution. Any net revenues of the Corporation beyond those necessary for the payment of its operating expenses, the retirement of its indebtedness and the implementation of the public purposes of the Corporation and the Member, shall inure solely to the benefit of the Member.

Notwithstanding any other provision of these Articles of Incorporation, (i) the Corporation shall not issue or incur any bonds, notes or other evidences of indebtedness without the prior approval of the Member by action of its City Commission, (ii) the Corporation shall have no power to bind the Member or to create obligations or indebtedness of the Member, and (iii) each bond, note or other evidence of indebtedness of the Corporation shall contain a statement to the effect that (A) neither the Member, the State of Montana (the "State"), any agency, authority or instrumentality of the State or any municipality or local governmental unit is obligated to pay the principal thereof or interest thereon; and (B) neither the faith and credit nor the taxing power of the Member, the State, any agency, authority or instrumentality of the State or any municipality or local governmental unit is pledged or in any way obligated to pay the principal thereof or interest thereon.

The powers of the Corporation are subject to further limitations contained in Ordinance 2925 of the Member, as supplemented and amended from time to time ("*Ordinance 2925*") which limitations are hereby incorporated by reference as though fully set forth in these Articles of Incorporation.

ARTICLE VI

INITIAL REGISTERED OFFICE AND MAILING ADDRESS

The initial registered office and mailing address of the Corporation is: 2 Park Drive South, P.O. Box 5021, Great Falls, Montana 59403.

ARTICLE VII

INCORPORATOR

The name and address of the initial incorporator of the Corporation are as follows: City of Great Falls, Montana, 2 Park Drive South, P.O. Box 5021, Great Falls, Montana 59403.

ARTICLE VIII

DIRECTORS

The number of directors ("*Directors*") of the Corporation and the manner in which such Directors are to be appointed by the Member shall be as set forth in the bylaws of the Corporation (the "*Bylaws*"). In no event shall there be fewer than three Directors.

The Directors shall constitute the "*Board of Directors*" of the Corporation. The initial Directors shall serve on the Board of Directors until replaced as provided in the Bylaws.

ARTICLE IX

DISTRIBUTION UPON DISSOLUTION

Upon dissolution of the Corporation, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities and obligations of the Corporation, distribute all assets of the Corporation exclusively to the Member.

ARTICLE X

LIMITATION ON DIRECTOR LIABILITY

No Director of the Corporation shall be personally liable to the Corporation or its Member for monetary damages for his or her conduct as a director, except for (i) a breach of the Director's duty of loyalty to the Corporation or the Member, (ii) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law or (iii) a transaction from which the Director derived an improper personal benefit. If the Nonprofit Corporation Act is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a Director of the Corporation shall be deemed eliminated or limited to the fullest extent permitted by the Nonprofit Corporation Act, as so amended, without any requirement of further action by the Member.

ARTICLE XI

REGISTERED AGENT AND OFFICE

The name of the initial registered agent of the Corporation and the address of the initial registered office are as follows: Peggy J. Bourne, City Clerk and Registered Agent, 2 Park Drive South, P.O. Box 5021, Great Falls, Montana 59403.

ARTICLE XII

FINANCING

The Corporation may from time to time issue bonds, notes or other obligations upon the approval of the Member as provided in Ordinance 2925. The Corporation intends to issue certain bonds, notes or other obligations the interest on which is excludable from the gross income of the holder ("*Tax-Exempt Obligations*") pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "*Code*"). In order to issue such Tax-Exempt Obligations on behalf of the Member, the Corporation intends to comply with the requirements of Revenue Procedure 82-26, 1982-1 C.B. 476, or any successor thereto. Pursuant to the requirements of Revenue Procedure 82-26, the Member has approved the organization of the Corporation and, in general, the issuance of Tax-Exempt Obligations by the Corporation. However, no Tax-Exempt Obligations shall be issued unless the City Commission of the Member shall adopt a resolution approving the purposes and activities of the Corporation and approving the issuance of specified Tax-Exempt Obligations to be issued by the Corporation within one year prior to the issuance of such specified Tax-Exempt Obligations.


XIII

AMENDMENT OF ARTICLES AND BYLAWS

These Articles of Incorporation and the Bylaws of the Corporation may be amended from time to time as provided in the Nonprofit Corporation Act; *provided, however*, that in no event shall these Articles of Incorporation or the Bylaws be amended without the approval of the Member by resolution adopted by its governing body.

Dated: November 15, 2005.

CITY OF GREAT FALLS, MONTANA,
as Incorporator

By 
Its City Manager

CONSENT TO APPOINTMENT AS REGISTERED AGENT

I, Peggy J. Bourne, hereby consent to serve as Registered Agent in the State of Montana for Electric City Power, Inc. (the "*Corporation*"). I understand that, as agent for the Corporation, I will be my responsibility to accept Service of Process on behalf of the Corporation; to forward license renewals and other mail to the Corporation; and to immediately notify the Secretary of State in the event of my resignation or of any changes in the Registered Office address.

By



Registered Agent

Date: November 15, 2005

RESOLUTION 9530

A RESOLUTION APPROVING THE BY-LAWS OF ELECTRIC CITY POWER, INC.,

WHEREAS, the City Commission adopted Ordinance 2925 which authorized the organization of Electric City Power, Inc. (the "*Corporation*") pursuant to the provisions of the Montana Nonprofit Corporation Act; and

WHEREAS, Ordinance 2925 provides that the Bylaws of the Corporation shall be approved by resolution of the City Commission; and

WHEREAS, the Bylaws for Electric City Power, Inc. are attached hereto as Exhibit A and hereby incorporated herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA:

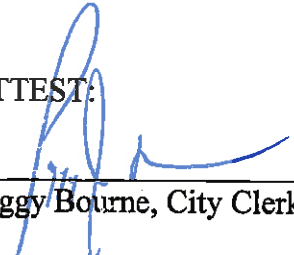
The Bylaws of the Corporation are hereby approved and authorized by the Great Falls City Commission.

PASSED by the Commission of the City of Great Falls, Montana, on this 15th day of November, 2005.



Randall H. Gray, Mayor

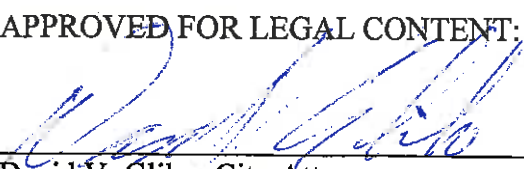
ATTEST:



Peggy Bourne, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

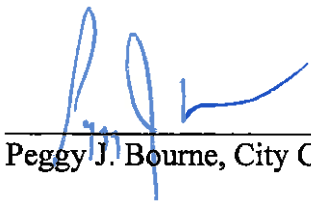


David V. Gliko, City Attorney

State of Montana)
County of Cascade: ss.
City of Great Falls)

I, Peggy J. Bourne, City Clerk of the City of Great Falls, Montana, do hereby certify that the foregoing Resolution 9530 was placed on its final passage and adoption, and was passed and adopted by the City Commission of said City at a Regular Meeting thereof held on the 15th day of November, 2005, and approved by the Mayor of said City, on the 15th day of November, 2005.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City, this 15th day of November, 2005.



Peggy J. Bourne, City Clerk

(SEAL OF CITY)

ELECTRIC CITY POWER, INC.

BYLAWS

ARTICLE I

PRINCIPAL OFFICE

The principal office for the transaction of business of Electric City Power, Inc., (the "Corporation", is located at {need street address}, P.O. Box 5021, Great Falls, Montana 59403 (the "Office").

ARTICLE II

MEETINGS

Section 2.01. Open Meeting Requirements. All meetings of the Board of Directors of the Corporation (the "Board") shall be open to the public in accordance with the provisions of Title 2, Chapter 3, Montana Code Annotated, as amended (the "Public Participation Act"), except for such closed sessions as are permitted thereunder.

Section 2.02. Regular Meetings. The Board shall hold regular meetings on the first Monday of each month in the manner provided by the Public Participation Act and the Montana Nonprofit Corporation Act, Title 35, Chapter 2, Montana Code Annotated, as amended (the "Nonprofit Corporation Act"). These meetings shall be held in the Office. Whenever a regular meeting date falls on a legal holiday, said meeting date shall be rescheduled by the Board at its regular meeting immediately prior to said meeting. If, for any other reason, the Board decides to change the date, time or place of a regular meeting, said meeting shall be designated by the Board at its regular meeting immediately prior to the said meeting. Absent such designation, any meeting other than the next regularly scheduled meeting, shall be called and noticed as a special meeting. The Secretary may cancel any regular meeting that is not necessary due to a lack of business or the unavailability of a quorum.

Section 2.03. Special Meetings. A special meeting may be called at any time in the manner provided by the Nonprofit Corporation Act and in accordance with the provisions of the Public Participation Act.

Section 2.04. Executive Sessions. Executive (or closed) sessions shall be held only on those matters that the Public Participation Act and court decisions recognize as proper matters to be held in executive session. An executive session shall be held only during a regular or special meeting. After any executive session, the Board shall reconvene in open session prior to adjournment. The Chair shall make any disclosures of action taken during the executive session that the Public Participation Act requires to be disclosed at that time, including the vote or abstention thereon of every member present. Disclosure of other actions taken during the executive session shall be made as required by the Public Participation Act.

Section 2.05. Electronic Equipment. Any regular meeting or special meeting of the Board may be conducted by means of electronic equipment in accordance with the requirements of the Public Participation Act.

ARTICLE III

CONDUCT OF BOARD BUSINESS

Section 3.01. Agendas. The Secretary shall prepare, distribute and post, or caused to be prepared, distributed and posted, an agenda for each regular and special meeting in accordance with the provisions of the Public Participation Act and the Nonprofit Corporation Act.

Section 3.02. Recessed Meetings. When deemed appropriate by the Chair of the Board and allowed under the provisions of the Public Participation Act, a meeting may be recessed. For the purpose of these Bylaws, "recess" means a short intermission in a regular or a special meeting which does not close the meeting, and after which business is immediately resumed at the point where it was interrupted.

Section 3.03. Adjournment. The Board may adjourn any regular, adjourned regular, special, or adjourned special meeting to a time and place specified in the order of adjournment. Less than a quorum may so adjourn from time to time. If all members are absent from any regular or adjourned meeting, the Secretary may declare the meeting adjourned to a stated time and place. Written notification of such adjournment shall be made in accordance with the Public Participation Act.

Section 3.04. Quorum. A majority of the directors of the Board (the "Directors") shall constitute a quorum for the transaction of business.

Section 3.05. Voting. All Directors shall have equal voting and other rights. Each Director shall be entitled to one vote, which shall be cast in person by roll call. All official acts of the Board require the affirmative vote of a majority of the Directors.

Section 3.06. Absent or Disqualified Director. If a Director determines that he or she is disqualified in relation to any pending matter because a conflict of interest, as soon as practical after the matter is called, the Director shall advise the Board of the Director's inability to participate and the reasons therefor. The Director shall thereupon leave the rostrum and refrain from any participation or discussion with any Director until the Board has completed its consideration of, and action on, the matter.

Section 3.07. Addressing the Board. Any person desiring to address the Board shall first be recognized by the Chair. The Board may by a majority vote, in the interest of facilitating the business of the Board, establish a uniform time limit for each person in addressing the Board in relation to any matter.

Section 3.08. Matters Not on the Agenda. The Board may not consider any matter that has not been placed on the agenda except as authorized by the provisions of the Public Participation Act.

Section 3.09. Postponement.

(a) The Board may postpone or continue any pending matter at any time, either on its own motion or at the request of any person interested in the matter.

(b) In ruling on a request for postponement, the Board may consider any relevant circumstances including, but not limited to, the reasons for the request, whether the request was made as much in advance as feasible, and any inconvenience to other persons interested in the matter which will be caused by postponement.

Section 3.10. Minutes. The minutes of every meeting shall be distributed prior to the next meeting to each Director and to such other persons, agencies or firms as may request them. The Secretary shall prepare and distribute, or cause to be prepared and distributed, a summary of the actions taken by the Board at each meeting. A complete set of minutes as approved by the Board and attested by the Secretary shall remain on file at the principal office of the Board, and shall be open to inspection by any person at all reasonable times during office hours.

ARTICLE IV

BOARD OF DIRECTORS AND OFFICERS

Section 4.01. Board of Directors. The governance of the Corporation is vested in a Board of Directors. The Board shall consist of five (5) Directors appointed by the City Commission of the Member. Promptly after the incorporation of the Corporation, the Member (acting in its capacity as incorporator of the Corporation) shall hold an organizational meeting of the Corporation to appoint the initial Directors and complete the organization of the Corporation.

Section 4.02. Term of Office of Directors. Each Director shall serve on the Board for a term of six (6) years or until he or she resigns or is removed by the governing body of the Member or is no longer able to serve as Director because of death, illness, or any other reason; *provided, however,* that when the City Commission appoints the initial Directors pursuant to Section 4.01, one (1) Director shall be appointed for a two-year term, two (2) Directors shall be appointed for a four-year term, and two (2) Directors shall be appointed for a six-year term.

Section 4.03. Vacancy. In the event that a vacancy should occur on the Board because of death, resignation, illness, removal or for any other reason, the Secretary of the Board, shall, within 10 days after such vacancy, notify the Member, requesting that a replacement be appointed within 30 days of the notification.

Section 4.04. Chair. The Board shall elect a Chair at its first meeting and annually at its regular January meeting beginning in 2006. The Chair shall take office at the next meeting. The

Chair shall be chosen from among the Directors. He or she shall hold this office for no more than two consecutive years or until he or she shall resign, be removed, or otherwise disqualified to serve. The Chair shall be entitled to vote on all matters before the Board, may participate in discussion relating to any matter, and may make or second any motion without having to relinquish the Chair. It shall be the duty of the Chair to preside at meetings of the Board; to consult with the Secretary as necessary in the preparation of the agendas for meetings of the Board; to execute contracts and other instruments on behalf of the Board as authorized by the Board; and to represent the Board and the Corporation as occasion demands.

Section 4.05. Vice-Chair. The Board shall elect a Vice-Chair at its first meeting and annually at its regular January meeting beginning in 2006. The Vice-Chair shall be chosen from among the Directors. He or she shall hold this office for no more than two consecutive years or until he or she shall resign, be removed, or otherwise disqualified to serve. The Vice-Chair shall, in the absence or disability of the Chair, or when a vacancy exists in the office of the Chair, perform all the duties of the Chair, and when so acting shall have the powers of, and be subject to the restrictions upon, the Chair. In the absence or inability to act of both the Chair and Vice-Chair, the members present shall select one of the members present to act as temporary Chair.

Section 4.06. Secretary. The [Executive Director of the Corporation] shall be the Secretary of the Board ex officio. It shall be the duty of the Secretary to prepare and issue, or cause to be prepared and issued, the notices and/or agendas in advance of meeting dates; to maintain or cause to be maintained the minutes of the meetings; to certify official documents of the Board; and to maintain such official records as are required. The Secretary shall record or cause to be recorded the time and place of each meeting of the Board, the names of the members present, all official acts of the Board and the votes given by the members except when the action is unanimous. In the absence of the Secretary, he or she shall designate a staff member as Secretary Pro Tempore. The Secretary Pro Tempore shall perform all the duties of the Secretary and when so acting shall have the powers of, and be subject to the restrictions upon, the Secretary.

Section 4.07. Execution of Documents by Officers. The Board may authorize any officer or officers, agent or agents, employee or employees, to enter into any contract or execute any instrument in the name or on behalf of the Corporation, and such authority may be general or confined to specific instruments; and unless so authorized by the Board, no officer, agent or other person shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or to any person.

ARTICLE V

COMMITTEES

Section 5.01. Appointment. The Chair shall appoint all standing committees (each, a "Standing Committee") and special (ad hoc) committees (each, an "Ad Hoc Committee").

Section 5.02. Standing Committee Meetings. All the provisions of these Bylaws with respect to notice of a regular or special meeting shall apply to the meeting of a Standing Committee whether or not the committee is made up of more than a quorum of the Board.

Section 5.03. Ad Hoc Committee Meetings. It shall be the policy of the Board that meetings of Ad Hoc Committees shall be open to the public. However, where less than a quorum of the Board is appointed to serve on an Ad Hoc Committee, no notice need be given other than the posting of a notice of the time and place of such committee meetings on a publicly accessible bulletin board at the Office.

ARTICLE VI

RULES

Section 6.01. Rules of Order. The rules contained in Roberts Rules of Order, latest revised edition, shall govern all meetings of the Board, except in instances of conflict between said Rules of Order and these Bylaws or the Articles of Incorporation of the Corporation or provisions of law, in which case the Rules of Order shall not apply. These rules are intended to provide procedures for the conduct of the business of the Board. Any action taken by the required number of affirmative votes shall be effective for all purposes and shall not be invalidated or in any other manner limited in its effect because of a claim that the procedure followed in taking such action was not in accord with any provision of these rules.

Section 6.02. Adoption or Amendment of Bylaws. New bylaws may be adopted or these Bylaws may be amended or repealed upon (i) the approval of the Member by resolution adopted by its governing body, and (ii) the affirmative vote of two-thirds of the Directors at a regular meeting of the Board.

Section 6.03. Compliance with Law. Notwithstanding any provision of these Bylaws, the Board shall conduct its business in accordance with the Nonprofit Corporation Act and all other applicable laws of the State of Montana and of the United States.

ARTICLE VII

ACCESS TO RECORDS

Section 7.01. Access to Records. The records of the Corporation shall be regarded as "public writings" within the meaning of Title 2, Chapter 6, Montana Code Annotated, as amended (the "*Public Records Act*"), and shall be subject to inspection by any person to the extent and in the manner provided in the Public Records Act. Nothing in this section shall be construed to require the Corporation to disclose information that is constitutionally protected from public disclosure, including legitimate trade secrets (as defined in Section 30-14-402, Montana Code Annotated, as amended) and other information in which there is an individual privacy interest that clearly exceeds the merits of public disclosure.

**WHOLESALE POWER CONTRACT BETWEEN
SOUTHERN MONTANA ELECTRIC AND THE CITY OF GREAT FALLS**

THIS AGREEMENT, is made and entered into this 2nd day of October, 2007 (as amended, this "Agreement"), by and between **SOUTHERN MONTANA ELECTRIC GENERATION AND TRANSMISSION COOPERATIVE, INC.** ("SME" or "Southern Montana"), a corporation organized and existing under the laws of the State of Montana, with its principal place of business at 3521 Gabel Road_- Suite #5, Billings, Montana 59102, and the **CITY OF GREAT FALLS** ("City"), an incorporated city with its principal place of business at City Hall, 2 Park Drive South, Great Falls, Montana, 59401.

RECITALS

WHEREAS, SME is a rural electrical cooperative organized under the provisions of Title 35, Chapter 18 of the Montana Code Annotated for the purposes of purchasing and reselling, generating, and distributing electrical power to its members;

WHEREAS, the City is a member of SME;

WHEREAS, the City Commission of the City has organized and created Electric City Power, Inc., a Montana nonprofit corporation ("ECP"), as an instrumentality of the City in order to secure and provide reliable and economic supplies of electricity to its commercial and industrial customers, and ECP has obtained a license under Montana law to supply electricity to certain commercial and industrial customers (but ECP is not licensed to operate an electrical distribution system);

WHEREAS, the City has determined that it needs to enter into this Agreement with SME to meet the power requirements of ECP's customers whether or not the City or ECP participate in the Highwood Generating Station as an owner;

WHEREAS, ECP has entered into power supply agreements with certain commercial and industrial customers as identified (along with each customer's projected load and meter and delivery points) on Exhibit A attached hereto;

WHEREAS, on or about the effective date hereof, the City and ECP have entered into an Assignment and Assumption Agreement (the "Electric City Power Contract") under which the City has agreed to assign to ECP and ECP has assumed all of the City's rights to receive the electric energy and related transmission and ancillary services purchased by it from SME under this Agreement to permit ECP to meet its obligations to its commercial and industrial customers;

WHEREAS, SME is currently purchasing electric energy and related transmission services for the purpose of, among other things, supplying wholesale electric energy to its members, including the City;

WHEREAS, for the purpose of acquiring quantities of electric energy and related services for the supply of the City's power requirements, SME has entered into a number of power purchase agreements with PPL Montana, LLC (hereinafter "PPL"), a Delaware limited liability company by and through PPL Energy Plus, LLC, its authorized agent with principal business office at 303 North Broadway, Suite 400, Billings, Montana, 59101 (the "Existing PPL Supply Contracts");

WHEREAS, SME has previously executed the following agreements with the City with respect to its power requirements (collectively, the "Existing Contracts"): (1) September 29, 2004 WHOLESale POWER CONTRACT; (2) October 22, 2004 AGREEMENT; (3) October 18, 2005 AGREEMENT, ADDENDUM #1; (4) November 8, 2006, AGREEMENT, ADDENDUM #2; and (5) July 17, 2007 AGREEMENT

REGARDING SECURITY FOR POWER PURCHASES FOR THE CITY OF GREAT FALLS;

WHEREAS, SME is undertaking the development of a coal-fired electric generating facility to be located in Cascade County, Montana near the City of Great Falls, which facility will be known as the Highwood Generating Station ("HGS");

WHEREAS, the City, through ECP, desires to be an equity participant in the HGS if it can secure financing satisfactory to the Rural Utilities Service ("RUS") and in such time as to not delay SME's financing and construction of HGS;

WHEREAS, if the City, through ECP, is an equity participant, the HGS will be sized at approximately 250 Megawatts net and ECP will own an undivided ownership interest in, and will be entitled to fifteen percent (15%) of the net output from, HGS on and after it begins commercial operation;

WHEREAS, if the City, through ECP, is not an equity participant in the HGS, the HGS will be sized at approximately 213 to 215 Megawatts net and will be owned and financed solely by SME, primarily by a loan guaranteed through the RUS;

WHEREAS, the parties anticipate the HGS may not begin commercial operation prior to the second quarter of 2012;

WHEREAS, in connection with its equity participation in the HGS, the parties anticipate that SME, the City and ECP will negotiate and enter into a Coordination and Integration Agreement (if entered into, the "CIA") providing for the coordinated financing of the HGS and providing that ECP will assign its ownership interest in HGS to SME and that SME will, in turn, make the output of ECP's ownership interest in HGS,

together with certain other power supply sources, available to ECP and the City so that ECP may meet its commitments to its commercial and industrial customers;

WHEREAS, SME has long-term wholesale power contracts to provide the electric power requirements of its other five members, some or all of which are borrowers of RUS;

WHEREAS, in order to secure a long-term supply of electrical power for the customers of ECP, the City desires a long-term wholesale power contract to satisfy its power and transmission requirements;

WHEREAS, the estimated commercial operation of the HGS is at least 35 years and financing will be for approximately that period;

WHEREAS, SME will continue to enter into power purchase agreements with third-party power suppliers to supply the needs of its members, including the City, until such time as the HGS begins commercial operation;

WHEREAS, after the HGS begins commercial operation SME will continue to secure additional power from third-party suppliers as necessary to supply its members, including the City, with power requirements which exceed the output of the HGS and SME will also provide its members (including the City) with power requirements during outages affecting the HGS, spinning reserves, ancillary services, firming resources, and similar services;

WHEREAS, SME has entered into a contract agreement for electric service with the United States, acting through the Department of Energy, Bonneville Power Administration Power Business Line (hereinafter referred to as Bonneville PBL), and the Western Area Power Administration (hereinafter referred to as "Western") which

includes quantities of electric energy and related services available to its member cooperatives; and

WHEREAS, SME has entered into a contract agreement for Network Integrated Transmission Services with the United States, acting through the Department of Energy, Bonneville Power Administration Transmission Business Line (hereinafter referred to as Bonneville TBL);

WHEREAS, SME has entered into a contract agreement for Network Integrated Transmission Services with NorthWestern Energy;

NOW, THEREFORE, in consideration of the mutual undertakings herein, the parties agree as follows:

1. GENERAL:

(A) Purchase and Sale of Requirements. SME shall sell and deliver to the City and the City shall purchase and receive from SME all electric energy and related transmission and ancillary services which the City and ECP shall require to meet the electricity requirements of ECP's customers, including the customers of ECP identified on Exhibit A hereto and any additional electric service customers with whom ECP may hereafter enter into power supply agreements pursuant to Section 1(C) (collectively, the "Customers"). This provision shall not preclude the City or ECP from (i) purchasing electric power and related transmission and ancillary services from the Western in the event the City or ECP obtains an allocation of preference power from Western, or (ii) operating a co-generation facility at the City's Wastewater Treatment Facility, provided that all such purchases are made through SME and subject to the terms provide in Section 22.

(B) Assignment to ECP. Pursuant to the Electric City Contract, (i) the City has assigned to ECP all of the City's rights to receive the electric energy and related transmission and ancillary services purchased by the City from SME under this Agreement for the purpose of permitting ECP to serve ECP's Customers, and (ii) ECP has accepted and assumed all of the City's rights and obligations under this Agreement. The assignment does not relieve the City of the obligations it has to SME under this contract except to the extent those obligations are in fact fulfilled by ECP.

(C) Additional ECP Customers. ECP shall be entitled to enter into power supply agreements with additional customers (in addition to those identified on Exhibit A), so long as the additional customer's load requirements can reasonably be expected to be met from ECP's share of the HGS (if ECP participates as an owner of an undivided interest in HGS) and from other power supply sources available to SME to provide service to the City and ECP.

(D) Limitation on Recourse to the City. SME and the City agree that the City is not pledging any of its revenues or assets to performance of its obligations under this Agreement other than the revenues, rights and assets of the City which are held solely for the purpose of operating its electric supply business (including the revenues and rights of the City under the Electric City Contract). The obligations of the City under this Agreement and SME's rights and remedies against the City shall be limited to (i) the payments received by the City from ECP, (ii) the rights of the City to receive payments from ECP under the Electric City Contract, (iii) the City's equity ownership in ECP, and (iv) any cash reserves or letters of credit or other security provided by the City or ECP in connection with this Agreement.

(E) Nondiscrimination. In meeting the power requirements of the City and ECP's Customers, SME will treat alike each of SME's cooperative members, on the one hand, and the City and ECP, on the other hand, under substantially similar conditions, except to the extent that any such discrimination (i) will not have a material adverse effect on the City or ECP or ECP's Customers or the use of HGS by the City or ECP, and (ii) is otherwise (A) permitted by the terms of this Agreement or (B) is consistent with Prudent Utility Practices; provided further that this provision does not preclude, and allows, SME to treat the City and SME's cooperative members differently with respect to the power supply sources SME utilizes to serve the City and ECP, on the one hand, and SME's cooperative members, on the other hand, and the resulting price for such power; for example, this provision does apply to SME's allocation from Western which will flow through SME only to the cooperative members. "Prudent Utility Practices" means the practices, methods, standards and procedures that (a) are generally accepted and followed by generation and transmission cooperatives and, in the event HGS becomes operational, owners and operators of coal-fired power projects of technology, complexity and size similar to the HGS, and which (b) would be expected by owners and operators of such projects, at the particular time in question and in the exercise of reasonable judgment in light of facts or circumstances then known or that reasonably should have been known, to accomplish the desired results and goals, including such goals as efficiency, reliability, economy and profitability, in a manner consistent with all applicable laws, safety and environmental protection, provided however that the term Prudent Utility Practices is not intended to be limited to the optimum practice or method to the exclusion of all others,

but rather is intended to encompass a spectrum of reasonable and prudent practices, methods, standards and procedures.

2. ELECTRIC CHARACTERISTICS: Electric power and energy to be furnished hereunder shall be alternating current, three phase, sixty cycle.

3. COORDINATION OF INTERCONNECTIONS & SWITCHING: In the event that ECP or the City acquires distribution facilities, the City agrees that, as a safety measure, it will comply with (and will cause ECP to comply with) reasonable safety measures adopted by SME in the operation of such distribution facilities.

4. DELIVERY POINTS: Delivery points, delivery voltage, metering voltage, and special conditions of power and energy delivered, or scheduled for delivery, for the City and ECP's Customers shall be as shown on Exhibit B attached hereto and made a part hereof. In the event ECP enters into contracts with additional Customers as contemplated in Section 1(C), Exhibit B will be amended to reflect the delivery points, delivery voltage, metering voltage, and special conditions applicable to such additional Customers.

5. CONTRACT DEMAND: The estimated contract demand for the City and ECP's Customers at each point of delivery shall be as specified in Exhibit B attached hereto and made a part hereof (where contract demand refers to the amount of power the Customers have a right or obligation to purchase from ECP). On or before the 1st day of April of each year the City shall submit a revised Exhibit B to SME setting forth the estimated maximum number of kilowatts the City and ECP's Customers will require at the respective point(s) of delivery for the following five (5) calendar years. SME shall notify the City in writing as soon as practical after it receives the proposed revision from

the City whether it accepts the proposed revision and any changes SME may suggest or concerns SME may have with respect to the proposed revision, and SME and the City shall each use good faith efforts to agree on the proposed revision at least 90 days prior to the beginning of the next calendar year. If the City and SME agree on a revision to Exhibit B, the revised Exhibit B shall be substituted for the Exhibit B then in effect.

6. SUBSTATION: Unless distribution services are otherwise provided by NorthWestern Energy or other utilities, the City or ECP shall install, own, and maintain (or cause to be installed, owned and maintained) the necessary substation equipment at the points of connection and shall own and maintain (or arrange for) switching and protective equipment which may be reasonably necessary to enable the City and ECP's Customers to take and use electric power and energy hereunder and to protect the system of SME or SME's suppliers. Meters and metering equipment shall be furnished and maintained or caused to be furnished and maintained by the City or ECP, unless otherwise provided by NorthWestern Energy or such other utilities.

7. RATES:

(A) For wholesale electricity supplies previously secured for and furnished to the City by SME as set forth in the Existing Contracts, the following rates apply:

(i). THIRTY-SIX DOLLARS (\$36) per megawatt hour ("mWh") for the 5 megawatt (mW) flat block of power secured for the City from PPL for delivery during the term October 1, 2004 through December 31, 2008. In addition, the City shall pay SME an additional \$5.70 per mWh in the form of a credit against SME's future raw water purchases from the City. SME's monthly billing

statements to the City shall reflect the monthly amount of the water credit. The water credit shall apply to this block of power only.

(ii) FORTY-FOUR DOLLARS AND FIFTEEN CENTS (\$44.15) per mWh for the shaped blocks of power secured for the City from PPL on August 3, 2005, consisting of the following: (a) 6 mW on-peak and 5 mW off-peak for delivery during the term September 1, 2005 through June 30, 2006 and (b) 10 mW on-peak and 8 mW off-peak for delivery during the term of July 1, 2006 through September 30, 2011.

(iii) FIFTY-TWO DOLLARS AND EIGHTY CENTS (\$52.80) per mWh for a 7 mW flat block of power secured for the City from PPL for delivery during the term January 1, 2007 through December 31, 2008.

(iv) FORTY-SEVEN DOLLARS AND FORTY-FIVE CENTS (\$47.45) per mWh for a 12 mW flat block of power secured for the City from PPL for delivery during the term January 1, 2009 through March 31, 2011.

In addition to the amounts set forth in the sub-paragraphs (i) through (iv), the City shall pay SME an additional 2% for administrative, scheduling, and other services provided by SME. SME will provide separate billing records and invoices to the City for each of the above enumerated blocks of power.

(B) For wholesale electricity supplies purchased after the date of this Agreement, to satisfy the City's requirements until such time as the HGS begins commercial operation, the rates applicable to such electricity supplies shall be the actual cost incurred by SME for the power plus an additional 2% for administrative, scheduling, and other services provided by SME. SME shall purchase such wholesale electricity

supplies only at the request of and in consultation with the City. At the request of the City, SME shall use its best efforts to obtain and submit to the City for approval indicative pricing proposals from third parties to supply the City's requirements at the best available prices. Upon approval of a proposal by the City, SME shall enter into a contract securing the power, provided that the form of the contract has been approved by the City. The price for these purchases will be set at the time the third party purchase is executed.

(C) When the HGS begins commercial operation, rates shall be determined as follows:

(i) If the City, through ECP, owns a percentage undivided interest in the HGS, then the City's price of power for its percentage share of the output of the HGS shall be a corresponding percentage of the total cost of operating the HGS and delivery of power to the point of delivery (where the total operating cost is determined based on reasonable and equitable methods of allocation of the actual costs incurred by SME as the operator of the HGS), including (a) the costs of operating the transmission facilities which are part of the HGS (from the HGS to the interconnection with NorthWestern Energy), plus (b) the costs of acquiring and managing necessary firming resources, ancillary services and supplemental power supply sources, plus (c) amounts as may be equitably determined by the SME Board of Trustees and applicable to all SME Members as necessary to establish reserves and other such financial devices which benefit in an equitable manner all of the SME Members including the City, plus (d) SME's administrative and general expenses which are appropriately attributed to the

operation of the HGS; but in any event excluding (e) SME's debt service expense and charges allocable to SME's financing. In the event that the City's electricity supply requirements exceed its percentage share of the output of the HGS, then the price of the additional supply will be the cost SME incurs for the additional power on a pass-through cost basis plus 2% for administrative, scheduling, and other services provided by SME.

(ii) If the City, through ECP, is not a percentage owner of an undivided interest in the HGS, then the City's price of power shall be the cost SME incurs for the power provided by SME to the City on a pass-through basis plus 2% for administrative, scheduling, and other services provided by SME. To the extent of availability, SME agrees to first make available to the City all electricity generated by the HGS that is in excess of the demands of SME's member cooperatives and other contractual obligations made to secure operating and spinning reserves as well as contracts made in advance of the request by ECP to purchase capacity from HGS, at a price based on the cost of operating the HGS together with a reasonable charge reflecting an allocated share of SME's debt service requirements including revenues necessary to meet RUS' requirements for an appropriate Times Interest Earned Ratio (TIER) and a 2% charge for administrative, scheduling, and other services provided by SME. When the power generated by the HGS and made available to the City is insufficient to meet the City's demands, then SME shall purchase power from third-party suppliers to fulfill the City's demands at a price based on the pass-through cost of such purchased power plus a 2% charge for administrative, scheduling, and other

services provided by SME. In this event, SME shall purchase such blocks of power at the request of and in consultation with the City. At the request of the City, SME shall use its best efforts to obtain and submit to the City for approval bids from third parties to supply the City's requirements at the best available prices. Upon approval of a proposal by the City, SME shall enter into a contract securing the power, provided that the form of the contract has been approved by the City.

(D) The City shall provide all letters of credit and other security required by any third-party supplier of power purchased by SME to meet the City's requirements.

8. METER READING AND PAYMENT OF BILLS: SME shall read or cause to be read each meter on approximately the same date each month. Electric energy and related services furnished hereunder shall be paid for by the City at the offices of SME monthly within ten (10) days after the bill therefore is mailed. If the City shall fail to pay any such bill within such ten-day period, SME may discontinue delivery of electric energy and related services hereunder upon fifteen (15) days' written notice to the City of its intention to do so. SME shall timely pay for all wholesale electric energy, transmission services and other incurred costs in accordance with the provisions of contracts between SME and providers of said energy and related services.

9. METER TESTING AND BILLING ADJUSTMENT:

(A) SME shall without charge to the City inspect and/or test metering equipment or cause metering equipment to be inspected and/or tested at least once each year and at any reasonable time upon request therefore by the City. Any metering equipment found to be defective or inaccurate shall be repaired and readjusted or replaced.

Should any meter fail to register, the electric demand and energy delivered during such period of failure to register shall, for billing purposes, be that amount determined to be appropriate pursuant to the meter testing and billing adjustment provisions of the contract between SME and the United States, between SME and NorthWestern Energy, between SME and PPL, whichever contract(s) is (are) applicable to said metering equipment failure.

If any of the inspections and/or tests provided for herein disclose an error exceeding two percent (2%), corrections based upon the inaccuracy found shall be made pursuant to the meter testing and billing adjustment provisions of the contract between SME and the United States, and/or between SME and NorthWestern Energy or PPL, whichever contract(s) is (are) applicable to said inaccuracy. Any correction in billing resulting from such correction in meter records shall be made in the next monthly bill rendered by SME to the City and such correction when made shall constitute full adjustment of any claim between the parties hereto arising out of such failure or inaccuracy of metering equipment.

(B) SME shall notify the City or arrange notification in advance of the time of any City requested meter test so that a representative of the City may be present at such meter test.

10. ADJUSTMENTS FOR FRACTIONAL BILLING PERIOD: For a fractional part of a billing period at the beginning or end of service, and for fractional periods due to withdrawals of service, the applicable charges for demand or capacity, for kilowatt hour blocks of energy, and/or for a minimum bill shall each be proportionately adjusted in the ratio that the number of hours that electric service is furnished to the City

in such fractional billing period bears to the total number of hours in the billing period involved.

11. RIGHT OF ACCESS: In the event the City or ECP acquires any distribution facilities, the City hereby agrees that Southern Montana, and its authorized agents, contractors, or employees, may enter City's or ECP's distribution facilities, including its substations, at all reasonable times, provided proper advance arrangements have been made with the City. All activities of Southern Montana and its authorized agents, contractors, or employees, shall be performed so as not to interfere with the operation and maintenance of the facilities of the City or ECP.

12. INDEMNIFICATION: Subject to the limitation on recourse to the City contained in Section 1(D), in the event the City or ECP acquires any distribution facilities, the City hereby agrees to indemnify and hold harmless Southern Montana, and its authorized agents, contractors, and employees, from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of the wrongful act or omission of the City or ECP or their agents or employees acting within the scope of their employment, except to the extent caused by the negligence or willful misconduct of the indemnified party.

13. CONTINUITY OF SERVICE: SME shall use reasonable diligence to provide a constant and uninterrupted supply of electric energy and related services hereunder. If the supply of electric energy and related services shall fail or be interrupted, or become defective through an act of God or of the public enemy, or

because of accident, labor dispute, or any other cause beyond the control of Southern Montana, SME shall not be liable therefore or for damages caused thereby.

14. CONSERVATION AND RENEWABLE ENERGY PROGRAM:

(A) The parties acknowledge that the City does not currently have a conservation commitment, but the parties also agree that the City shall develop and implement a conservation and renewable energy program (hereinafter referred to as the “program”), as may hereafter be required by any governmental authority (hereinafter referred to as the “agency”) with jurisdiction over SME or the City.

(B) Southern Montana, with the guidance and assistance of the agency, will assist the City in development of a program which will qualify under the agency’s guidelines or requirements.

(C) The City will develop a program and will submit said program in timely fashion to the agency for review and approval in accordance with the agency’s guidelines or requirements.

(D) If the City does not obtain the approval of its program by the agency or if such approval has been revoked, the net monetary cost resulting therefrom or any penalty imposed on SME by the agency will be passed through and imposed on the City.

15. TRANSFER OF INTEREST IN CONTRACT BY CITY: No voluntary transfer of this contract or of the rights of the City hereunder shall be made without the written approval of Southern Montana. In the event the City is a percentage owner of an undivided interest in the HGS, this provision shall be modified to allow for those assignments specified by the parties in their HGS ownership agreements.

16. MISCELLANEOUS:

(A) Substation Charges. City agrees to reimburse SME for any expenses incurred for materials, labor, and replacement parts, if any, in maintaining and repairing voltage regulators, by-pass switches, and other related equipment installed to provide or maintain service to the City in substations of the Western and/or NorthWestern Energy and/or PPL and to the extent that charges therefore may be made to SME by the Western and/or NorthWestern Energy, and/or PPL, and have been mutually agreed to in advance by the City and Southern Montana.

(B) Entire Agreement. This Agreement represents the complete agreement of the parties and supersedes and replaces all prior agreements and understandings of the parties, whether written or oral.

(C) Severability. If any provision of this Agreement is held invalid or unenforceable, all other provisions shall not be affected. With respect to any provision held invalid or unenforceable, the Parties shall amend or modify this Agreement as necessary to effect as closely as possible the Parties' original intent.

17. WAIVERS: Any waiver at any time by either party hereto if its rights with respect to a default or any other matter arising in connection with this contract shall not be deemed to be a waiver with respect to any subsequent default or matter.

18. TERMINATION OF EXISTING CONTRACTS: This Agreement supersedes and replaces the Existing Contracts. All rights and liabilities of the parties arising under the Existing Contracts prior to the date of this Agreement or relating to periods prior to the date of this Agreement shall be and are hereby preserved and shall be governed by the provisions of the Existing Contracts.

19. TERM AND EARLY TERMINATION:

(A) Term. This Agreement shall become effective on the date specified in the first sentence of this Agreement and (unless terminated early pursuant to Section 19(B)) shall remain in effect through the 31st day of December, 2048, and shall thereafter continue in full force and effect until it is terminated by either party's giving to the other not less than twelve (12) months written notice of its intention to terminate.

(B) Early Termination Upon Member Termination Event. This Agreement will terminate early, prior to the end of the initial term, upon the occurrence of a Member Termination Event, effective on the date on which the Member Termination Event is deemed to be effective. For this purpose, a "Member Termination Event" means the occurrence of one or more of the following events:

- (a) Receipt of written notice by SME from ECP to the effect that this Agreement will terminate on an effective date not less than 60 days nor more than 180 days after the date of the notice, following a final decision of the courts of Montana or the United States, or other body having jurisdiction over the issue, determining that this Agreement is void or unenforceable or that SME otherwise lacks the legal authority to provide electricity supply and transmission services to the City; or
- (b) Receipt by SME of written notice from the City or ECP to the effect that this Agreement will terminate on an effective date not less than 60 days nor more than 180 days after the date of the notice, following a final decision of the courts of Montana or the United States, or other body having jurisdiction over the issue, determining that the City cannot be a voting member of SME;

provided, however, no Member Termination Event will be deemed to occur if SME and the City mutually agree upon an alternative arrangement acceptable to SME and the City prior to the date the Membership Termination Event is effective.

20. SPECIFIC PERFORMANCE AVAILABLE: Southern Montana and the City agree that (i) if the City shall fail to comply with any provision of the Wholesale Power Contract, Southern Montana, or the Administrator of RUS, if the Administrator so elects, shall have the right to enforce the obligations of the City under the provisions of this Agreement, and (ii) if SME shall fail to comply with any provisions of this Agreement, the City, or the Administrator of RUS, if the Administrator so elects, shall have the right to enforce the obligations of SME under the provisions of this Agreement. Such enforcement may be by instituting all necessary actions at law or suits in equity, including, without limitation suits for specific performance. Such rights of the Administrator to enforce the provisions of this Agreement are in addition to and shall not limit the rights which the Administrator shall otherwise have pursuant to any financing agreement it may have with SME. RUS shall not, under any circumstances, assume or be bound to the obligations of SME or City under this Agreement except to the extent the Government shall agree in writing to accept and be bound by any such obligation in whole or in part.

21 COUNTERPARTS AND DUPLICATE ORIGINALS: This Agreement may be simultaneously executed and delivered in two or more counterparts and/or duplicates, each of which so executed and delivered shall be deemed to be an original, and all shall constitute but one and the same instrument.

22. COGEN FACILITY: The City may operate a cogeneration facility at its Wastewater Treatment Facility. It shall sell power generated by the Cogen Facility to SME on terms mutually agreed by the Parties. SME will resell that power back to the City at the same price subject to terms and conditions established by the Board for the resale, including an administrative fee for administration and scheduling.

23. FUTURE AMENDMENTS, INCLUDING AMENDMENTS REQUIRED BY HGS FINANCING

This Agreement may be amended in writing signed by both parties. The parties recognize that in the event the City is an equity participant in the HGS the agreements made in connection with the financing and ownership of the City's and SME's respective shares of the HGS, including but not limited to any Ownership Agreement and any Coordination and Integration Agreement, may contain terms which will require the parties to supplement, modify and amend this Agreement to comport with those agreements.

24. FURTHER RIGHTS OF THE PARTIES:

The rights and remedies set forth in this Agreement are cumulative with all other rights and remedies available at law or equity and each party reserves all of its rights and remedies available in law or equity unless otherwise expressly provided in this Agreement.

EXECUTED the day and year first hereinabove written.

Southern Montana Electric Generation and Transmission
Cooperative, Inc.

By: William E. Fitzgerald
President

Attest: John E. Prinkles
Vice-President

The City of Great Falls, Montana

By: John W. Lawton
Its: City Manager

Attest: Lisa Kunz
Its: City Clerk

STATE OF MONTANA)
:SS.
County of Yellowstone)

On this 20th day of September, 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared William E. Fitzgerald and John E. Prinkles, the President and Vice-President of Southern Montana Electric Generation and Transmission Cooperative, Inc., a Montana corporation, each known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same, on behalf of said corporation, for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first hereinabove written.

(Notarial Seal)

T. R. Gregory
Printed Name: TIM R. GREGORY
Notary Public for the State of Montana
Residing at: BILLINGS, MT
My Commission Expires: 1 June 2008

STATE OF MONTANA)
:SS.
County of Cascade)

On this 11th day of October, 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared John W. Lawton and LISA KUNZ, the City Manager and the City Clerk of The City of Great Falls, Montana, an incorporated city, each known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same, on behalf of the city, for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first hereinabove written.

(Notarial Seal)



Printed Name: Joyce A. Thomas
Notary Public for the State of Montana
Residing at: Great Falls Montana
My Commission Expires: 3-14-2011

EXHIBIT A - CUSTOMERS

Cst id	Meter#	Customer Name	Str#	Street Name
585525	EA94834553	CITY OF GREAT FALLS	15	OVERLOOK DR
	XEL0005	CITY OF GREAT FALLS	0	SLD 1212
	XEL0006	CITY OF GREAT FALLS	0	SLD 1224
	XEL0007	CITY OF GREAT FALLS	0	SLD 1228
	XEL0008	CITY OF GREAT FALLS	0	SLD 1230 4 ALY N 2-3
	XEL0009	CITY OF GREAT FALLS	0	SLD 900 HES60-2(11)91
	XEL0010	CITY OF GREAT FALLS	0	SLD 900 HES60-2(11)91
	XEL0011	CITY OF GREAT FALLS	0	SLD 900 HES60-2(11)91
	XEL0012	CITY OF GREAT FALLS	0	SLD 1070 M5203(3)RR S
	XEL0013	CITY OF GREAT FALLS	0	SLD 1061C LITE 1 AV S
	XEL0014	CITY OF GREAT FALLS	0	SLD 1235
	XEL0015	CITY OF GREAT FALLS	0	SLD 650
	XEL0016	CITY OF GREAT FALLS	0	SLD 1070
	XEL0017	CITY OF GREAT FALLS	0	SLD 1070
	XEL0018	CITY OF GREAT FALLS	0	SLD 1070
	XEL0019	CITY OF GREAT FALLS	0	SLD 1070
	XEL0020	CITY OF GREAT FALLS	0	SLD 1070
	XEL0021	CITY OF GREAT FALLS	0	SLD 1070
	XEL0022	CITY OF GREAT FALLS	0	SLD 1070
	XEL0023	CITY OF GREAT FALLS	0	SLD 1070
	XEL0024	CITY OF GREAT FALLS	0	SLD 1061
	XEL0025	CITY OF GREAT FALLS	0	SLD 1061
	XEL0026	CITY OF GREAT FALLS	0	SLD 1070
	XEL0027	CITY OF GREAT FALLS	0	SLD 1070
	XEL0028	CITY OF GREAT FALLS	0	SLD 1070
	XEL0029	CITY OF GREAT FALLS	0	SLD 1255
	XEL0030	CITY OF GREAT FALLS	0	SLD 1258
	XEL0031	CITY OF GREAT FALLS	0	SLD 1254
	XEL0032	CITY OF GREAT FALLS	0	SLD 1254
	XEL0033	CITY OF GREAT FALLS	0	SLD 1226
	XEL0034	CITY OF GREAT FALLS	0	SLD 1259
	XEL0035	CITY OF GREAT FALLS	0	SLD 11
	XEL0036	CITY OF GREAT FALLS	0	SLD 11
	XEL0037	CITY OF GREAT FALLS	0	SLD 11
	XEL0038	CITY OF GREAT FALLS	0	SLD 11
	XEL0039	CITY OF GREAT FALLS	0	SLD 18
	XEL0040	CITY OF GREAT FALLS	0	SLD 18
	XEL0041	CITY OF GREAT FALLS	0	SLD 1067
	XEL0042	CITY OF GREAT FALLS	0	SLD 1067
	XEL0043	CITY OF GREAT FALLS	0	SLD 1213
	XEL0044	CITY OF GREAT FALLS	0	SLD 992
	XEL0045	CITY OF GREAT FALLS	0	SLD 992
	XEL0046	CITY OF GREAT FALLS	0	SLD 992
	XEL0047	CITY OF GREAT FALLS	0	SLD 992
	XEL0048	CITY OF GREAT FALLS	0	SLD 1105
	XEL0049	CITY OF GREAT FALLS	0	SLD 1105
	XEL0050	CITY OF GREAT FALLS	0	SLD 1105
	XEL0051	CITY OF GREAT FALLS	0	SLD 1105

	XEL0052	CITY OF GREAT FALLS	0 SLD 1212
585525	XEL0053	CITY OF GREAT FALLS	0 SLD 1222
	XEL0054	CITY OF GREAT FALLS	0 SLD 912
	XEL0055	CITY OF GREAT FALLS	0 SLD 912
	XEL0056	CITY OF GREAT FALLS	0 SLD 1212C
	XEL0057	CITY OF GREAT FALLS	0 SLD 1212C
	XEL0058	CITY OF GREAT FALLS	0 SLD 1212C
	XEL0059	CITY OF GREAT FALLS	0 SLD 1256
	XEL0060	CITY OF GREAT FALLS	0 SLD 1165
	XEL0061	CITY OF GREAT FALLS	0 SLD 1070C
	XEL0062	CITY OF GREAT FALLS	0 SLD 1263
	XEL0063	CITY OF GREAT FALLS	0 SLD 1263
	XEL0064	CITY OF GREAT FALLS	0 SLD 1263
	XEL0065	CITY OF GREAT FALLS	0 SLD 1263
	XEL0066	CITY OF GREAT FALLS	0 SLD 1263
	XEL0067	CITY OF GREAT FALLS	0 SLD 1263
	XEL0068	CITY OF GREAT FALLS	0 SLD 1263
	XEL0069	CITY OF GREAT FALLS	0 SLD 1263
	XEL0070	CITY OF GREAT FALLS	0 SLD 1263
	XEL0071	CITY OF GREAT FALLS	0 SLD 1070C
	XEL0259	CITY OF GREAT FALLS	0 SLD 1070C
	XEL0073	CITY OF GREAT FALLS	0 SLD 1261
	XEL0074	CITY OF GREAT FALLS	0 SLD 1261
	XEL0075	CITY OF GREAT FALLS	0 SLD 1261
	XEL0076	CITY OF GREAT FALLS	0 SLD 1261
	XEL0077	CITY OF GREAT FALLS	0 SLD 1262
	XEL0078	CITY OF GREAT FALLS	0 SLD 1262
	XEL0079	CITY OF GREAT FALLS	0 SLD 1262
	XEL0080	CITY OF GREAT FALLS	0 SLD 1262
	XEL0081	CITY OF GREAT FALLS	0 SLD 1262
	XEL0173	CITY OF GREAT FALLS	0 SLD 1296
	XEL0170	CITY OF GREAT FALLS	0 SLD 1293
	XEL0171	CITY OF GREAT FALLS	0 SLD 1293
	XEL0091	CITY OF GREAT FALLS	0 SLD 1040
	XEL0092	CITY OF GREAT FALLS	0 SLD 1040
	XEL0093	CITY OF GREAT FALLS	0 SLD 1040
	XEL0084	CITY OF GREAT FALLS	0 SLD 1265
	XEL0085	CITY OF GREAT FALLS	0 SLD 1265
	XEL0239	CITY OF GREAT FALLS	0 SLD 1265
	XEL0096	CITY OF GREAT FALLS	0 SLD 1269
	XEL0097	CITY OF GREAT FALLS	0 SLD 1269
	XEL0240	CITY OF GREAT FALLS	0 SLD 1269
	XEL0094	CITY OF GREAT FALLS	0 SLD 1270
	XEL0095	CITY OF GREAT FALLS	0 SLD 1270
	XEL0098	CITY OF GREAT FALLS	0 SLD 1273
	XEL0099	CITY OF GREAT FALLS	0 SLD 1274
	XEL0100	CITY OF GREAT FALLS	0 SLD 1276
	XEL0101	CITY OF GREAT FALLS	0 SLD 1277
	XEL0102	CITY OF GREAT FALLS	0 SLD 1277
	XEL0108	CITY OF GREAT FALLS	0 SLD 1278
585525	XEL0109	CITY OF GREAT FALLS	0 SLD 1278
	XEL0110	CITY OF GREAT FALLS	0 SLD 1278
	XEL0111	CITY OF GREAT FALLS	0 SLD 1279

XEL0115	CITY OF GREAT FALLS	0 SLD 1284
XEL0107	CITY OF GREAT FALLS	0 SLD 1287
XEL0116	CITY OF GREAT FALLS	0 SLD 1288
XEL0113	CITY OF GREAT FALLS	0 SLD 1288
XEL0114	CITY OF GREAT FALLS	0 SLD 1288
XEL0112	CITY OF GREAT FALLS	0 SLD 1290
XEL0086	CITY OF GREAT FALLS	0 SLD 900
XEL0087	CITY OF GREAT FALLS	0 SLD 900
XEL0088	CITY OF GREAT FALLS	0 SLD 955
XEL0089	CITY OF GREAT FALLS	0 SLD 955
XEL0090	CITY OF GREAT FALLS	0 SLD 955
XEL0148	CITY OF GREAT FALLS	1025 25TH AVE NE
XEL0149	CITY OF GREAT FALLS	1025 25TH AVE NE
XEL0150	CITY OF GREAT FALLS	1025 25TH AVE NE
XEL0151	CITY OF GREAT FALLS	1025 25TH AVE NE
XEL0152	CITY OF GREAT FALLS	1025 25TH AVE NE
XEL0261	CITY OF GREAT FALLS	1025 25TH AVE NE
XEL0262	CITY OF GREAT FALLS	1025 25TH AVE NE
XEL0263	CITY OF GREAT FALLS	1025 25TH AVE NE
XEL0264	CITY OF GREAT FALLS	1025 25TH AVE NE
XEL0117	CITY OF GREAT FALLS	12 1ST AVE S
XEL0145	CITY OF GREAT FALLS	0 19 AVE & 10 ST MULTIS
XEL0196	CITY OF GREAT FALLS	0 19 AVE & 10 ST MULTIS
XEL0147	CITY OF GREAT FALLS	0 2 PARK DR S #200YDL
XEL0121	CITY OF GREAT FALLS	200 3RD ST N #3313
XEL0104	CITY OF GREAT FALLS	0 SLD 65
XEL0105	CITY OF GREAT FALLS	0 SLD 65
XEL0106	CITY OF GREAT FALLS	0 SLD 65
XEL0119	CITY OF GREAT FALLS	301 2ND AVE N
XEL0120	CITY OF GREAT FALLS	301 2ND AVE N
XEL0118	CITY OF GREAT FALLS	311 2ND AVE N #EAST
XEL0174	CITY OF GREAT FALLS	0 4400 & 4 AVE N S/L(2B
XEL0160	CITY OF GREAT FALLS	0 6TH ST SW M-RRS 5201
XEL0167	CITY OF GREAT FALLS	801 2ND AVE N
XEL0168	CITY OF GREAT FALLS	801 2ND AVE N
XEL0175	CITY OF GREAT FALLS	0 9TH ST & 10TH AVE NW
XEL0155	CITY OF GREAT FALLS	0 9 ST N/11 ALY N TO RI
XEL0103	CITY OF GREAT FALLS	0 SLD 65
XEL0136	CITY OF GREAT FALLS	0 DUDLEY PK 8 AVE S 33
XEL0158	CITY OF GREAT FALLS	0 F-BHF-RTF-80-2 5 92U2
XEL0159	CITY OF GREAT FALLS	0 F-BHF-RTF-80-2 5 92U2
XEL0123	CITY OF GREAT FALLS	0 GALLATIN PK 4ST NE JI
XEL0124	CITY OF GREAT FALLS	0 GALLATIN PK 4ST NE JI
XEL0125	CITY OF GREAT FALLS	0 GALLATIN PK 4ST NE JI
XEL0137	CITY OF GREAT FALLS	0 GIBSON PARK
XEL0138	CITY OF GREAT FALLS	0 GIBSON PARK
585525 XEL0139	CITY OF GREAT FALLS	0 GIBSON PARK
XEL0140	CITY OF GREAT FALLS	0 GIBSON PARK
XEL0141	CITY OF GREAT FALLS	0 GIBSON PARK
XEL0126	CITY OF GREAT FALLS	0 GRANDEVISTA PK BY F
XEL0134	CITY OF GREAT FALLS	0 HANDICAPP PK 33ST 9
XEL0127	CITY OF GREAT FALLS	0 HIGHLAND PARK
XEL0156	CITY OF GREAT FALLS	0 JCT PF 38ST & 2 AVE N

XEL0157	CITY OF GREAT FALLS	0 M 5201 5 UNITS 1-ST L
XEL0128	CITY OF GREAT FALLS	0 MARGARET PARK NW (
XEL0129	CITY OF GREAT FALLS	0 MEMORIAL PK ST LIGH
XEL0130	CITY OF GREAT FALLS	0 MEMORIAL PK ST LIGH
XEL0143	CITY OF GREAT FALLS	0 MORONY NATATORIUM
XEL0144	CITY OF GREAT FALLS	0 MORONY NATATORIUM
XEL0131	CITY OF GREAT FALLS	0 ODDFELLOWS PARK S
XEL0169	CITY OF GREAT FALLS	0 PARKING 3ST & 1 AVE I
XEL0082	CITY OF GREAT FALLS	0 SLD 1070
XEL0161	CITY OF GREAT FALLS	0 PK GARDEN & FLOOD F
XEL0133	CITY OF GREAT FALLS	0 RO SPECK GOLF COUR
XEL0132	CITY OF GREAT FALLS	0 ROOSEVELT PARK
XEL0165	CITY OF GREAT FALLS	0 RR SQ PARKING LOT LI
XEL0083	CITY OF GREAT FALLS	0 SLD 1070
XEL0154	CITY OF GREAT FALLS	0 SMELTER AVE & DIVISI
XEL0142	CITY OF GREAT FALLS	0 TOURIST PARK BY NAT
XEL0153	CITY OF GREAT FALLS	0 WSIDE JCT 12 AVE N 15
DD39206846	CITY OF GREAT FALLS	2 PARK DR S
DG78944355	CITY OF GREAT FALLS	1700 RIVER DR N
DG23747229	CITY OF GREAT FALLS	105 9 ST S
DD38203230	CITY OF GREAT FALLS	112 1ST ST S
DD37665138	CITY OF GREAT FALLS	17 4TH ST N
DG93700236	CITY OF GREAT FALLS	1800 FOX FARM RD
DS85672732	CITY OF GREAT FALLS	425 29TH AVE NW
DG93770327	CITY OF GREAT FALLS	1900 9TH ST S
DG16639312	CITY OF GREAT FALLS	0 33RD ST & 8TH AVE S
DD38292677	CITY OF GREAT FALLS	1025 25TH AVE NE
DS84906261	CITY OF GREAT FALLS	801 2ND AVE N
DG90038328	CITY OF GREAT FALLS	301 2ND AVE N
DD31338385	CITY OF GREAT FALLS	0 WSIDE JCT 1 AV N & 15
DS81105850	CITY OF GREAT FALLS	731 6TH ST NW
DS95517027	CITY OF GREAT FALLS	3325 CENTRAL AVE
DW68880896	CITY OF GREAT FALLS	111 12TH ST N
DD37113681	CITY OF GREAT FALLS	400 PARK DR N
DG83046632	CITY OF GREAT FALLS	1712 1ST WEST HILL DR
DA06212518	CITY OF GREAT FALLS	0 UPPR RIVER RD WATEI
ES32755500	CITY OF GREAT FALLS	613 3RD ST S
EA94040219	CITY OF GREAT FALLS	1025 25TH AVE NE GATE
EA13834620	CITY OF GREAT FALLS	0 4 AVE SW & 5 ST IRR P
ES93381553	CITY OF GREAT FALLS	0 N 6 ST SW UNDRPAS IF
EA13834621	CITY OF GREAT FALLS	0 3RD ST SW & 2ND ALY
DA05310602	CITY OF GREAT FALLS	0 E END 1ST VE N BRIDG
585525 EW58834840	CITY OF GREAT FALLS	0 GIBSON PRK SRPINKLF
EW68301662	CITY OF GREAT FALLS	0 COYOTE CT & LINDEN I
ES61307816	CITY OF GREAT FALLS	0 PUMP NW CNR 33ST/8
EW63333736	CITY OF GREAT FALLS	5431 9TH AVE S SIGN
ES10845457	CITY OF GREAT FALLS	0 .1MI WJCT 6ST/RVR DR
EI20847300	CITY OF GREAT FALLS	1000 N RIVER RD
EA94033933	CITY OF GREAT FALLS	4110 ELLA AV S WTER TOWE
EG85299515	CITY OF GREAT FALLS	0 1 ALY S & PARK DR PAI
ED41622920	CITY OF GREAT FALLS	0 NEXT TO 5 TEE BOX RC
DG21120155	CITY OF GREAT FALLS	0 BY POND BWT HOLE 1
ES49473674	CITY OF GREAT FALLS	3319 CENTRAL AVE STANDP

DA03705231	CITY OF GREAT FALLS	21 RIVER DR S WAVE
DA03705229	CITY OF GREAT FALLS	301 1ST AVE S PERM
EA11682050	CITY OF GREAT FALLS	5 OVERLOOK DR
EA20012747	CITY OF GREAT FALLS	5 OVERLOOK DR
EA17854119	CITY OF GREAT FALLS	2001 RIVER DR N
DG90072164	CITY OF GREAT FALLS	11 RIVER DR S
EW64414333	CITY OF GREAT FALLS	0 RIVER DR N & BN TRAC
XEL0172	CITY OF GREAT FALLS	0 RIVER DR N & BN TRAC
EG26370071	CITY OF GREAT FALLS	2700 TERMINAL DR
EA95009256	CITY OF GREAT FALLS	501 RIVER DR N SKATEPAR
ES62096831	CITY OF GREAT FALLS	0 44 ST & 4 AVE N HEROF
ED29790232	CITY OF GREAT FALLS	2305 SMELTER AVE NE GOL
EW63115475	CITY OF GREAT FALLS	1025 25TH AVE NE CARWAS
ED55409009	CITY OF GREAT FALLS	200 RIVER DR N
EW69702959	CITY OF GREAT FALLS	0 .4MI WJCT 6 ST & RVER
ES77250135	CITY OF GREAT FALLS	0 GIBSON PARK PARK DR
ES75123497	CITY OF GREAT FALLS	0 GIBSON PARK BAND ST
DA04801144	CITY OF GREAT FALLS	0 GIBSON PARK SPRNKL
ES81088237	CITY OF GREAT FALLS	0 40 ST BETH DR SUNRISE
ED53096904	CITY OF GREAT FALLS	105 10TH AVE S
EA95213514	CITY OF GREAT FALLS	0 WEST KIWANIS CENTE
EG26172680	CITY OF GREAT FALLS	0 SUNNYSIDE PARK
EA94806813	CITY OF GREAT FALLS	0 BRODWATER BAY RES
ED62231404	CITY OF GREAT FALLS	0 BROADWATER BAY & F
DW65389181	CITY OF GREAT FALLS	0 WATER PLANT C/O P &
EW59480270	CITY OF GREAT FALLS	0 WEND 10 AVE WARDEN
EA96231098	CITY OF GREAT FALLS	0 GIBSON PARK YARD P/
EA96231097	CITY OF GREAT FALLS	0 INSIDE BLDG E END GII
EA96230993	CITY OF GREAT FALLS	3301 CENTRAL AVE
ED36220402	CITY OF GREAT FALLS	5 OVERLOOK DR
EG82459135	CITY OF GREAT FALLS	0 4ST & 19AVE S HYLAN
EW67206447	CITY OF GREAT FALLS	0 WHITTIER PARK SOUTH
ES75002753	CITY OF GREAT FALLS	0 DIVISON RD 30 AVE NE
EA95009326	CITY OF GREAT FALLS	0 BETWEEN 600/601 PINE
EA94650420	CITY OF GREAT FALLS	0 CHERRY DR JUNIPER F
EA94042864	CITY OF GREAT FALLS	0 BELVIEW PARK & CENT
EW66010475	CITY OF GREAT FALLS	0 7 ST & 1 AVE N IRRIGA
EW66103340	CITY OF GREAT FALLS	0 WHITTIER PARK N CIVI
585525 EG91120533	CITY OF GREAT FALLS	0 RHODES PARK 8 ST/2 F
EA93858658	CITY OF GREAT FALLS	2309 5TH AVE N
ED36186721	CITY OF GREAT FALLS	0 25 ST/16 AVE S DENTN
EG80090927	CITY OF GREAT FALLS	1700 RIVER DR N SHOP
EA95009325	CITY OF GREAT FALLS	0 LIONS PK IRRIGTIN PUI
EA88826215	CITY OF GREAT FALLS	0 26 ST/10 AVE N PASTA
ED53431839	CITY OF GREAT FALLS	1700 RIVER DR N #STEEL
EA13028295	CITY OF GREAT FALLS	0 CRNR FOX DR/FOX FRM
EA94034955	CITY OF GREAT FALLS	0 34 ST 9 AVE N GRAYBIL
DS68645889	CITY OF GREAT FALLS	0 .5 MI 25 ST/IVER DR N
DD55413459	CITY OF GREAT FALLS	0 .5MI JCT 25 ST/RIVER
EG93364620	CITY OF GREAT FALLS	0 1000'W CRNR NSTAR B
DD33455515	CITY OF GREAT FALLS	2315 SMELTER AVE NE
XEL0260	CITY OF GREAT FALLS	2315 SMELTER AVE NE
DG90038814	CITY OF GREAT FALLS	0 BLACK EAGLE GOLF CC

DG16639320	CITY OF GREAT FALLS	0 GOLF CRSE PUMP RVR
EA96231024	CITY OF GREAT FALLS	2339 SMELTER AVE
DD39910450	CITY OF GREAT FALLS	2339 SMELTER AVE
ED56126059	CITY OF GREAT FALLS	0 MULTISPORTS 9ST 15 /
ES97631372	CITY OF GREAT FALLS	0 MULTISPORTS 19 AVE/
EA11045758	CITY OF GREAT FALLS	0 MULTISPORTS 19 AVE/
ED49256701	CITY OF GREAT FALLS	0 33 ST/8 AVE S SWIMMIN
DS61334654	CITY OF GREAT FALLS	0 BOILER RM 2000' JCT 1
ES61338759	CITY OF GREAT FALLS	0 MITCHELL POOL POLE
ES85636268	CITY OF GREAT FALLS	0 MITCHELL POOL 1900'J
EW62614335	CITY OF GREAT FALLS	0 MITCHELL POOL 1900'J
EW69381006	CITY OF GREAT FALLS	0 MITCHELL POOL 1900'J
ES10768255	CITY OF GREAT FALLS	0 23 AVE NE/DIV RD JC P
EW53534376	CITY OF GREAT FALLS	0 PRKGLOT E OF MITCHE
DD79678272	CITY OF GREAT FALLS	2 PARK DR N SIGN
EW62629476	CITY OF GREAT FALLS	1 RIVER DR S PARKLITE
XEL0146	CITY OF GREAT FALLS	1 RIVER DR S PARKLITE
EG85299526	CITY OF GREAT FALLS	0 1 AVE S/1 LY S SPRINK
ES76779447	CITY OF GREAT FALLS	0 2 AVE S/4 ST ALLY SPR
EA96865901	CITY OF GREAT FALLS	0 2 ST & 1 AVE S ALY
EG79629904	CITY OF GREAT FALLS	0 3 ST & 1 AVE S ALY
EA96866052	CITY OF GREAT FALLS	0 1 AVE S & 6 ST
EA96866049	CITY OF GREAT FALLS	0 1 AVE S & 9 ST
EA96231099	CITY OF GREAT FALLS	0 TRAFFIC SIGNAL 2 ST 2
EG96191897	CITY OF GREAT FALLS	0 3 AVE ALY & 6 STS TRF
ES46597534	CITY OF GREAT FALLS	0 1 ALY S & 9 ST
XEL0162	CITY OF GREAT FALLS	0 CENTRAL AVE 25 ST TR
ED33464086	CITY OF GREAT FALLS	0 1 ALY N & 26 ST
EG96011773	CITY OF GREAT FALLS	0 2 ALY N & 4 ST
EA96866104	CITY OF GREAT FALLS	0 2 ALY S & 5 ST TRF SI
XEL0163	CITY OF GREAT FALLS	0 2 AVE S & 4-9 ST TRF
ES24974641	CITY OF GREAT FALLS	0 9 ST & 6 AVE S TRF SI
ED46962475	CITY OF GREAT FALLS	0 9 ST & 8 AVE N TRF SI
EA05551601	CITY OF GREAT FALLS	0 1 ALY S/PARK DR TRF S
585525 EA96865902	CITY OF GREAT FALLS	0 1 ALY S/2 ST TRF SIGN
EA96866051	CITY OF GREAT FALLS	0 1 ALY S/3 ST TRF SIGN
EA96866050	CITY OF GREAT FALLS	0 1 ALY S/4 ST TRAF SIG
EA96866055	CITY OF GREAT FALLS	0 1 ALY S/5 ST TRF SIGN
EA96866053	CITY OF GREAT FALLS	0 1 ALY S/6 ST TRAF SIG
EA96866054	CITY OF GREAT FALLS	0 1 ALY S/7 ST TRF SIGN
EI20854098	CITY OF GREAT FALLS	0 14 ST SW MRKTPLACE
XEL0001	CITY OF GREAT FALLS	0 14 ST SW MRKTPLACE
XEL0166	CITY OF GREAT FALLS	0 NW BYPASS 6 & 9 ST
EA86185097	CITY OF GREAT FALLS	0 9 ST & SKYLINE DR NE
EA94806788	CITY OF GREAT FALLS	4701 2ND AVE N
ED38652655	CITY OF GREAT FALLS	0 ALDR DR & MEADOWLA
DS79892202	CITY OF GREAT FALLS	425 29TH AVE NW
EA94225879	CITY OF GREAT FALLS	0 MOUNT ROYAL WATER
EA96231107	CITY OF GREAT FALLS	0 MTNBELL TRANSFORM
EA94042863	CITY OF GREAT FALLS	0 IVY DR & ACACIA WAY
EA95053122	CITY OF GREAT FALLS	0 HAVR HWY 15 ST N WA
XEL0265	CITY OF GREAT FALLS	0 HAVR HWY 15 ST N WA
XEL0122	CITY OF GREAT FALLS	1700 RIVER DR N

EG79631931 CITY OF GREAT FALLS
 EG91786605 CITY OF GREAT FALLS
 ED38273404 CITY OF GREAT FALLS
 ED37088522 CITY OF GREAT FALLS
 ED30090961 CITY OF GREAT FALLS
 EA92405033 CITY OF GREAT FALLS
 EA93862880 CITY OF GREAT FALLS
 DS80061614 CITY OF GREAT FALLS
 XEL0266 CITY OF GREAT FALLS
 ED36186653 CITY OF GREAT FALLS

3232 15TH ST NE
 0 6TH ST NW & 5TH AVE I
 3704 7TH ST NE IRRIG PUMF
 0 SLD 1303
 4409 PEREGRINE CT #LIGHT
 4605 12TH ST NE #LIGHTS
 0 #3 POND-RO SPECK GC
 1010 25TH AVE NE
 1010 25TH AVE NE
 1915 6TH ST NW

323

323

585545	DG97105150	GREAT FALLS PUBLIC SCHOOLS	0 GF PUB SCHOOL ADMII
	DD38664313	GREAT FALLS PUBLIC SCHOOLS	0 CHIEF JOSEPH SCHOO
	XEL0203	GREAT FALLS PUBLIC SCHOOLS	0 CHIEF JOSEPH SCHOO
	XEL0204	GREAT FALLS PUBLIC SCHOOLS	0 CHIEF JOSEPH SCHOO
	XEL0205	GREAT FALLS PUBLIC SCHOOLS	0 CHIEF JOSEPH SCHOO
	EA98246200	GREAT FALLS PUBLIC SCHOOLS	0 CHIEF JOSEPH SCHOO
	DA05507234	GREAT FALLS PUBLIC SCHOOLS	0 CM RUSSELL HIGH SCH
	XEL0243	GREAT FALLS PUBLIC SCHOOLS	0 CM RUSSELL HIGH SCH
	XEL0244	GREAT FALLS PUBLIC SCHOOLS	0 CM RUSSELL HIGH SCH
	XEL0245	GREAT FALLS PUBLIC SCHOOLS	0 CM RUSSELL HIGH SCH
	XEL0246	GREAT FALLS PUBLIC SCHOOLS	0 CM RUSSELL HIGH SCH
	XEL0247	GREAT FALLS PUBLIC SCHOOLS	0 CM RUSSELL HIGH SCH
	XEL0248	GREAT FALLS PUBLIC SCHOOLS	0 CM RUSSELL HIGH SCH
	DD31619603	GREAT FALLS PUBLIC SCHOOLS	0 CM RUSSELL HIGH SHC
	DD38851544	GREAT FALLS PUBLIC SCHOOLS	0 EAST MIDDLE SCHOOL
585545	XEL0190	GREAT FALLS PUBLIC SCHOOLS	0 EAST MIDDLE SCHOOL
	XEL0191	GREAT FALLS PUBLIC SCHOOLS	0 EAST MIDDLE SCHOOL
	XEL0192	GREAT FALLS PUBLIC SCHOOLS	0 EAST MIDDLE SCHOOL
	XEL0193	GREAT FALLS PUBLIC SCHOOLS	0 EAST MIDDLE SCHOOL
	XEL0227	GREAT FALLS PUBLIC SCHOOLS	0 GFHS ST (UNM)
	XEL0228	GREAT FALLS PUBLIC SCHOOLS	0 GFHS ST (UNM)
	XEL0229	GREAT FALLS PUBLIC SCHOOLS	0 GFHS ST (UNM)
	XEL0230	GREAT FALLS PUBLIC SCHOOLS	0 GFHS ST (UNM)
	XEL0231	GREAT FALLS PUBLIC SCHOOLS	0 GFHS ST (UNM)
	XEL0232	GREAT FALLS PUBLIC SCHOOLS	0 GFHS ST (UNM)
	XEL0233	GREAT FALLS PUBLIC SCHOOLS	0 GFHS ST (UNM)
	XEL0234	GREAT FALLS PUBLIC SCHOOLS	0 GFHS ST (UNM)
	DS84061664	GREAT FALLS PUBLIC SCHOOLS	0 GFHS
	DA05500125	GREAT FALLS PUBLIC SCHOOLS	0 GFHS GYM
	ES01545548	GREAT FALLS PUBLIC SCHOOLS	0 GFHS STADIUM
	XEL0223	GREAT FALLS PUBLIC SCHOOLS	0 GFHS STADIUM
	XEL0224	GREAT FALLS PUBLIC SCHOOLS	0 GFHS STADIUM
	XEL0225	GREAT FALLS PUBLIC SCHOOLS	0 GFHS STADIUM
	XEL0226	GREAT FALLS PUBLIC SCHOOLS	0 GFHS STADIUM
	DD39206852	GREAT FALLS PUBLIC SCHOOLS	0 LEWIS & CLARK SCHOC
	XEL0178	GREAT FALLS PUBLIC SCHOOLS	0 LEWIS & CLARK SCHOC
	XEL0179	GREAT FALLS PUBLIC SCHOOLS	0 LEWIS & CLARK SCHOC
	XEL0180	GREAT FALLS PUBLIC SCHOOLS	0 LEWIS & CLARK SCHOC
	DD38664309	GREAT FALLS PUBLIC SCHOOLS	0 LINCOLN SCHOOL
	XEL0181	GREAT FALLS PUBLIC SCHOOLS	0 LINCOLN SCHOOL
	XEL0182	GREAT FALLS PUBLIC SCHOOLS	0 LINCOLN SCHOOL

XEL0183	GREAT FALLS PUBLIC SCHOOLS	0 LINCOLN SCHOOL
DA06054573	GREAT FALLS PUBLIC SCHOOLS	0 LONGFELLOW SCHOOL
XEL0235	GREAT FALLS PUBLIC SCHOOLS	0 LONGFELLOW SCHOOL
XEL0236	GREAT FALLS PUBLIC SCHOOLS	0 LONGFELLOW SCHOOL
DG83017307	GREAT FALLS PUBLIC SCHOOLS	0 LOWELL SCHOOL
XEL0220	GREAT FALLS PUBLIC SCHOOLS	0 LOWELL SCHOOL
XEL0221	GREAT FALLS PUBLIC SCHOOLS	0 LOWELL SCHOOL
XEL0222	GREAT FALLS PUBLIC SCHOOLS	0 LOWELL SCHOOL
DD38664312	GREAT FALLS PUBLIC SCHOOLS	0 LOY SCHOOL
XEL0241	GREAT FALLS PUBLIC SCHOOLS	0 LOY SCHOOL
XEL0242	GREAT FALLS PUBLIC SCHOOLS	0 LOY SCHOOL
DD38851491	GREAT FALLS PUBLIC SCHOOLS	0 MEADOWLARK SCHOO
XEL0216	GREAT FALLS PUBLIC SCHOOLS	0 MEADOWLARK SCHOO
XEL0217	GREAT FALLS PUBLIC SCHOOLS	0 MEADOWLARK SCHOO
XEL0218	GREAT FALLS PUBLIC SCHOOLS	0 MEADOWLARK SCHOO
XEL0219	GREAT FALLS PUBLIC SCHOOLS	0 MEADOWLARK SCHOO
DD32157338	GREAT FALLS PUBLIC SCHOOLS	0 MORNINGSIDE SCHOO
XEL0237	GREAT FALLS PUBLIC SCHOOLS	0 MORNINGSIDE SCHOO
DG90055873	GREAT FALLS PUBLIC SCHOOLS	0 MOUNTAINVIEW SCHOO
XEL0198	GREAT FALLS PUBLIC SCHOOLS	0 MOUNTAINVIEW SCHOO
XEL0199	GREAT FALLS PUBLIC SCHOOLS	0 MOUNTAINVIEW SCHOO
XEL0200	GREAT FALLS PUBLIC SCHOOLS	0 MOUNTAINVIEW SCHOO
DD39857098	GREAT FALLS PUBLIC SCHOOLS	0 NORTH MIDDLE SCHOC
585545 XEL0188	GREAT FALLS PUBLIC SCHOOLS	0 NORTH MIDDLE SCHOC
XEL0189	GREAT FALLS PUBLIC SCHOOLS	0 NORTH MIDDLE SCHOC
DG93780215	GREAT FALLS PUBLIC SCHOOLS	0 PARIS GIBSON MIDDLE
XEL0211	GREAT FALLS PUBLIC SCHOOLS	0 PARIS GIBSON MIDDLE
XEL0212	GREAT FALLS PUBLIC SCHOOLS	0 PARIS GIBSON MIDDLE
XEL0213	GREAT FALLS PUBLIC SCHOOLS	0 PARIS GIBSON MIDDLE
XEL0214	GREAT FALLS PUBLIC SCHOOLS	0 PARIS GIBSON MIDDLE
XEL0215	GREAT FALLS PUBLIC SCHOOLS	0 PARIS GIBSON MIDDLE
DD38664310	GREAT FALLS PUBLIC SCHOOLS	0 RIVERVIEW SCHOOL
XEL0249	GREAT FALLS PUBLIC SCHOOLS	0 RIVERVIEW SCHOOL
DA05310595	GREAT FALLS PUBLIC SCHOOLS	0 ROOSEVELT SCHOOL
XEL0206	GREAT FALLS PUBLIC SCHOOLS	0 ROOSEVELT SCHOOL
XEL0207	GREAT FALLS PUBLIC SCHOOLS	0 ROOSEVELT SCHOOL
XEL0208	GREAT FALLS PUBLIC SCHOOLS	0 ROOSEVELT SCHOOL
DD37113677	GREAT FALLS PUBLIC SCHOOLS	0 RUSSELL ELEMENTAR'
XEL0201	GREAT FALLS PUBLIC SCHOOLS	0 RUSSELL ELEMENTAR'
XEL0202	GREAT FALLS PUBLIC SCHOOLS	0 RUSSELL ELEMENTAR'
DD37549098	GREAT FALLS PUBLIC SCHOOLS	0 SACAJAWEA SCHOOL
XEL0184	GREAT FALLS PUBLIC SCHOOLS	0 SACAJAWEA SCHOOL
XEL0185	GREAT FALLS PUBLIC SCHOOLS	0 SACAJAWEA SCHOOL
XEL0186	GREAT FALLS PUBLIC SCHOOLS	0 SACAJAWEA SCHOOL
XEL0187	GREAT FALLS PUBLIC SCHOOLS	0 SACAJAWEA SCHOOL
DD37440336	GREAT FALLS PUBLIC SCHOOLS	0 SKYLINE SCHOOL
XEL0256	GREAT FALLS PUBLIC SCHOOLS	0 SKYLINE SCHOOL
XEL0257	GREAT FALLS PUBLIC SCHOOLS	0 SKYLINE SCHOOL
XEL0258	GREAT FALLS PUBLIC SCHOOLS	0 SKYLINE SCHOOL
DG90090165	GREAT FALLS PUBLIC SCHOOLS	0 SUNNYSIDE SCHOOL
XEL0252	GREAT FALLS PUBLIC SCHOOLS	0 SUNNYSIDE SCHOOL
XEL0253	GREAT FALLS PUBLIC SCHOOLS	0 SUNNYSIDE SCHOOL
XEL0254	GREAT FALLS PUBLIC SCHOOLS	0 SUNNYSIDE SCHOOL

	XEL0255	GREAT FALLS PUBLIC SCHOOLS	0 SUNNYSIDE SCHOOL
	DW63985136	GREAT FALLS PUBLIC SCHOOLS	0 VALLEYVIEW SCHOOL
	XEL0250	GREAT FALLS PUBLIC SCHOOLS	0 VALLEYVIEW SCHOOL
	XEL0251	GREAT FALLS PUBLIC SCHOOLS	0 VALLEYVIEW SCHOOL
	DG90112377	GREAT FALLS PUBLIC SCHOOLS	0 WEST ELEMENTARY SC
	XEL0210	GREAT FALLS PUBLIC SCHOOLS	0 WEST ELEMENTARY SC
	DG97134399	GREAT FALLS PUBLIC SCHOOLS	0 WHITTIER SCHOOL
	XEL0209	GREAT FALLS PUBLIC SCHOOLS	0 WHITTIER SCHOOL
	EA94042365	GREAT FALLS PUBLIC SCHOOLS	0 WHITTIER SCHOOL
103			
103			
585535	EG86109182	GREAT FALLS AIRPORT AUTHORITY	1916 AIRPORT CT/GATE MO
	XEL0176	GREAT FALLS AIRPORT AUTHORITY	1916 AIRPORT CT/GATE MO
	DD80878864	GREAT FALLS AIRPORT AUTHORITY	1916 AIRPORT DR HANGER
	EG85869976	GREAT FALLS AIRPORT AUTHORITY	2700 AIRPORT 2ND ST B2
	EG79618864	GREAT FALLS AIRPORT AUTHORITY	2700 AIRPORT 2ND ST D4
585535	EA12640174	GREAT FALLS AIRPORT AUTHORITY	2800 TERMINAL DR WE RUN
	EA92404411	GREAT FALLS AIRPORT AUTHORITY	2800 TERMINAL DR WE RUN
	EG56469476	GREAT FALLS AIRPORT AUTHORITY	4501 N ULM FRONTGE RD EI
	DD39729207	GREAT FALLS AIRPORT AUTHORITY	0 AIRPORT DR CUST OW
	EG56400168	GREAT FALLS AIRPORT AUTHORITY	0 AIRPORT DR CUST OW
	DG28464441	GREAT FALLS AIRPORT AUTHORITY	0 AIRPORT RUNWAY LIG
	ES84473935	GREAT FALLS AIRPORT AUTHORITY	0 FUEL FARM NER 1940 A
	DG79201049	GREAT FALLS AIRPORT AUTHORITY	1910 AIRPORT CT MAINT SH
	DA04750375	GREAT FALLS AIRPORT AUTHORITY	0 PUMPS FOR GLYCOL A
	DD39637532	GREAT FALLS AIRPORT AUTHORITY	0 TERMINAL BUILDING
15			
585555	DG16639310	FEDERAL EXPRESS	1400 AIR CARGO DR FEDEX
1			
585565	DD37656488	MONTANA AIR NATIONAL GUARD	0 MT AIR NATIONAL GUA
	DD56812514	MONTANA AIR NATIONAL GUARD	0 MT AIR NATIONAL GUA
	DG78788055	MONTANA AIR NATIONAL GUARD	0 MT AIR NATIONAL GUA
3			
585575	EA12062138	VEOLIA WATER NORTH AMERICA	4403 9TH ST NE
	DA06196938	VEOLIA WATER NORTH AMERICA	0 LS#7 3500 15TH AVE S
	DA06196939	VEOLIA WATER NORTH AMERICA	0 LS#7 3500 15TH AVE S
	DA06196949	VEOLIA WATER NORTH AMERICA	1600 16TH ST NE MAIN PLAN
	DA06196950	VEOLIA WATER NORTH AMERICA	1600 16TH ST NE MAIN PLAN
	ES86401225	VEOLIA WATER NORTH AMERICA	0 LS#3 1ST AVE N & RIVR
	EW66488849	VEOLIA WATER NORTH AMERICA	0 LS#25 24 YDS TANAGEI
	DA05507281	VEOLIA WATER NORTH AMERICA	0 CHLORINE BLDG 1600 E
	EG86172698	VEOLIA WATER NORTH AMERICA	0 LS#20 835 13TH ST SW
	DA03890964	VEOLIA WATER NORTH AMERICA	0 LS#1.1MI R/JCT6 ST&R
	EW68389743	VEOLIA WATER NORTH AMERICA	0 LS#2.4MI WJCT 6ST&R
	EW69283662	VEOLIA WATER NORTH AMERICA	0 LS#27 4120 NORTH ST
	DD37142672	VEOLIA WATER NORTH AMERICA	0 LS#15 810 10 AVE SW
	DD33379211	VEOLIA WATER NORTH AMERICA	0 LS#23 3116 LOWER RIV
	EW68680129	VEOLIA WATER NORTH AMERICA	0 LS#24 JCTCHERRY DR
	ES82196288	VEOLIA WATER NORTH AMERICA	0 LS#19 2 AVE SW/DEAAI
	DG93779721	VEOLIA WATER NORTH AMERICA	0 LS#14 6ST SW UNDER
	EW66488853	VEOLIA WATER NORTH AMERICA	0 LS#8 20TH AVE S & 4TH
	DD38664308	VEOLIA WATER NORTH AMERICA	0 LS#11 4600 7TH AVE N
	EW63339092	VEOLIA WATER NORTH AMERICA	0 LS#6 4409 10TH AVE S

	ED39145385	VEOLIA WATER NORTH AMERICA	0 LS#5 39TH ST & 17TH A
	ED56126034	VEOLIA WATER NORTH AMERICA	0 LS#12 BROADWTER BA
	EW69283656	VEOLIA WATER NORTH AMERICA	0 LS#18 1718 3RD AVE S
	ES55233202	VEOLIA WATER NORTH AMERICA	0 LS#16 1400 5TH ST NW
	EG91479049	VEOLIA WATER NORTH AMERICA	0 LS#17 4600 GIANT SRIN
	DG15003051	VEOLIA WATER NORTH AMERICA	0 LS#21 INTR @ 14 ST SV
585575	EG79076575	VEOLIA WATER NORTH AMERICA	0 LS#28 37 ST & 18 AVE
	ES10844249	VEOLIA WATER NORTH AMERICA	0 LS#29 3503 2ND ST NE
	DG28214403	VEOLIA WATER NORTH AMERICA	0 LS#30 122 BLACK EAGL
	EG89617932	VEOLIA WATER NORTH AMERICA	0 LS#32 3314 LOWER RIV
30			
586215	ES87539617	GREAT FALLS HOUSING AUTHORI	0 GREAT FALLS HOUSING
	EG84050207	GREAT FALLS HOUSING AUTHORI	0 GREAT FALLS HOUSING
	ED39712342	GREAT FALLS HOUSING AUTHORI	0 GREAT FALLS HOUSING
	ED46442916	GREAT FALLS HOUSING AUTHORI	0 GREAT FALLS HOUSING
	ES31760697	GREAT FALLS HOUSING AUTHORI	600 HOLLAND CT #HOUSE
	EG96191667	GREAT FALLS HOUSING AUTHORI	0 GREAT FALLS HOUSING
	EG91729732	GREAT FALLS HOUSING AUTHORI	0 GREAT FALLS HOUSING
	DG97260130	GREAT FALLS HOUSING AUTHORI	3313 11TH AVE S
	ES96022133	GREAT FALLS HOUSING AUTHORI	0 GREAT FALLS HOUSING
	EA95053170	GREAT FALLS HOUSING AUTHORI	0 GREAT FALLS HOUSING
	XEL0002	GREAT FALLS HOUSING AUTHORI	0 3315 11TH AVE S/ST LI
	XEL0267	GREAT FALLS HOUSING AUTHORI	0 3315 11TH AVE S/ST LI
	DG83046575	GREAT FALLS HOUSING AUTHORI	0 1500 CSL
	XEL0072	GREAT FALLS HOUSING AUTHORI	0 1500 CSL
	DA06183372	GREAT FALLS HOUSING AUTHORI	5115 3RD AVE S
	XEL0268	GREAT FALLS HOUSING AUTHORI	5115 3RD AVE S
	XEL0135	GREAT FALLS HOUSING AUTHORI	5115 3RD AVE S
	XEL0164	GREAT FALLS HOUSING AUTHORI	5115 3RD AVE S
	XEL0003	GREAT FALLS HOUSING AUTHORI	0 2712 16TH AVE S ST LI
	DS94893710	GREAT FALLS HOUSING AUTHORI	1603 PALM CT
	DG90112374	GREAT FALLS HOUSING AUTHORI	1622 3RD AVE N
	EA94226008	GREAT FALLS HOUSING AUTHORI	5115 3RD AVE S
	ED29790535	GREAT FALLS HOUSING AUTHORI	0 GREAT FALLS HOUSING
	EG91009748	GREAT FALLS HOUSING AUTHORI	0 GREAT FALLS HOUSING
	XEL0004	GREAT FALLS HOUSING AUTHORI	601 HOLLAND CT #6 ST NW
25			
74			
596965	ES11973085	BENEFIS HEALTHCARE	1203 28TH ST S #85
	DG28270312	BENEFIS HEALTHCARE	1101 26TH ST S #ERADDN
	DG16561265	BENEFIS HEALTHCARE	1101 26TH ST S
	DG21220117	BENEFIS HEALTHCARE	3210 10TH AVE S
	EW65622032	BENEFIS HEALTHCARE	2526 10TH AVE S
	DD34104414	BENEFIS HEALTHCARE	1101 26TH ST S
	DG79100039	BENEFIS HEALTHCARE	1101 26TH ST S
	DA03756416	BENEFIS HEALTHCARE	2621 15TH AVE S
	EW68001328	BENEFIS HEALTHCARE	0 26TH ST & 15TH AVE S
	EW66102806	BENEFIS HEALTHCARE	0 26TH ST & 14TH AVE S
	DG97105460	BENEFIS HEALTHCARE	2800 11TH AVE S
	ES95295203	BENEFIS HEALTHCARE	0 26TH ST & 11TH AVE S
596965	DD39729229	BENEFIS HEALTHCARE	0 26TH ST & 11TH AVE S
	ED38273396	BENEFIS HEALTHCARE	1101 26TH ST S
	DG15071508	BENEFIS HEALTHCARE	400 15TH AVE S

DG90055879	BENEFIS HEALTHCARE	500 15TH AVE S
EW62628178	BENEFIS HEALTHCARE	500 15TH AVE S
EW64459016	BENEFIS HEALTHCARE	560 17TH AVE S
DD38781388	BENEFIS HEALTHCARE	540 17TH AVE S
ES68575388	BENEFIS HEALTHCARE	326 10TH AVE S
DG79079674	BENEFIS HEALTHCARE	400 13TH AVE S
DG16568770	BENEFIS HEALTHCARE	500 15TH AVE S
ES13062483	BENEFIS HEALTHCARE	1308 FRANKLIN ST
XEL0269	BENEFIS HEALTHCARE	1101 26TH ST S #YD LTS
XEL0270	BENEFIS HEALTHCARE	1101 26TH ST S #YD LTS
XEL0271	BENEFIS HEALTHCARE	1101 26TH ST S #YD LTS
XEL0273	BENEFIS HEALTHCARE	0 26TH ST AND 15TH AVE
XEL0274	BENEFIS HEALTHCARE	1101 26TH ST S
XEL0277	BENEFIS HEALTHCARE	2608 15TH AVE S
XEL0279	BENEFIS HEALTHCARE	500 15TH AVE S
XEL0280	BENEFIS HEALTHCARE	500 15TH AVE S
XEL0281	BENEFIS HEALTHCARE	500 15TH AVE S
DA03828780	BENEFIS HEALTHCARE	500 15TH AVE S
DD82504699	BENEFIS HEALTHCARE	1501 26TH ST S
DA05500124	BENEFIS HEALTHCARE	1101 26TH ST S #CHILLER
DG28375350	BENEFIS HEALTHCARE	1101 26TH ST S #SURGERY
ES60095942	BENEFIS HEALTHCARE	1101 26TH ST S #LOTLITE
DA05310596	BENEFIS HEALTHCARE	1117 29TH ST S (SCI)
EG86786017	BENEFIS HEALTHCARE	522 MAIN AVE N #3
EA21234960	BENEFIS HEALTHCARE	2908 11TH AVE S RVSPOTS
DA05382566	BENEFIS HEALTHCARE	2908 11TH AVE S #BUILDING
EA15044067	BENEFIS HEALTHCARE	2426 12TH AVE S - SKYWALK
DG28464461	BENEFIS HEALTHCARE	1101 26TH ST S WHSE
EA94043874	BENEFIS HEALTHCARE	2012 13TH ST S
44		
597075	DG15056892 MEADOW GOLD DAIRIES	312 3RD AVE S
	DG90055043 MEADOW GOLD DAIRIES	312 3RD AVE S
	ES84868643 MEADOW GOLD DAIRIES	312 3RD AVE S
	XEL0286 MEADOW GOLD DAIRIES	312 3RD AVE S
	XEL0289 MEADOW GOLD DAIRIES	312 3RD AVE S
	DG79151545 MEADOW GOLD DAIRIES	300 3RD AVE S
	XEL0290 MEADOW GOLD DAIRIES	300 3RD AVE S
7		
597095	DA06183421 GENERAL MILLS	2500 9TH AVE N
1		
613065	DD80878862 MONTANA REFINING COMPANY, IN	0 N END OF 10TH ST NE I
	DD34915052 MONTANA REFINING COMPANY, IN	1900 10TH ST NE
	DS15191026 MONTANA REFINING COMPANY, IN	1900 10TH ST NE
	DS14451129 MONTANA REFINING COMPANY, IN	1900 10TH ST NE
	EA95213460 MONTANA REFINING COMPANY, IN	2900 23RD ST NE
	XEL0177 MONTANA REFINING COMPANY, IN	2900 23RD ST NE
	ED30091103 MONTANA REFINING COMPANY, IN	1901 10TH ST NE
	ES32213951 MONTANA REFINING COMPANY, IN	1901 10TH ST NE
	XEL0194 MONTANA REFINING COMPANY, IN	1901 10TH ST NE
	EW55217542 MONTANA REFINING COMPANY, IN	0 6TH ST NE & 17TH AVE
	XEL0195 MONTANA REFINING COMPANY, IN	0 6TH ST NE & 17TH AVE
	DA04974711 MONTANA REFINING COMPANY, IN	1020 SMELTER AVE
	EW68300593 MONTANA REFINING COMPANY, IN	1900 10TH ST NE

13	630325	DD49235149	BARRETTS MINERALS INC	0 SOUTH OF DILLON
		DG93145647	BARRETTS MINERALS INC	8025 HIGHWAY 91 S DILLON,
		XEL0197	BARRETTS MINERALS INC	0 SOUTH OF DILLON
		DG17942954	BARRETTS MINERALS INC	8600 MT HIGHWAY 91 S
4	635195	EG93391210	1006 PARTNERS LLC	1006 1ST AVE S
		EG60349929	1006 PARTNERS LLC	1004 1ST AVE S
2	635205	EA93861915	BALZARINI, THOMAS L	3230 2ND AVE S
1	635215	DS81087112	BENNETT MOTORS INC	800 CENTRAL AVE
		DD39729137	BENNETT MOTORS INC	826 CENTRAL AVE
		DW66388622	BENNETT MOTORS INC	825 1ST AVE S
		DG16604285	BENNETT MOTORS INC	26 9TH ST S
4	635225	ES49475281	BOYSUN, RANDAL J	1009 35TH AVE NE
1	635235	ES48112196	CAPPIS, MARK R	332 36TH AVE NE
1	635245	EA94034458	EBELING, LEE	4700 HUCKELBERRY DR
1	635255	DG90038326	FIRST INTERSTATE BANK	425 1ST AVE N
		DD30773007	FIRST INTERSTATE BANK	211 5TH ST N
		ES95530460	FIRST INTERSTATE BANK	426 2ND AVE N
		DG28214387	FIRST INTERSTATE BANK	1401 MARKET PLACE DR
4	635265	DG90038297	GAARE-WILSON BUILDING CO	1000 1ST AVE S
		XEL0272	GAARE-WILSON BUILDING CO	1000 1ST AVE S
2	635275	EA93858547	GOLIE, GEORGE	316 20TH AVE S
1	635285	ES68535566	GRAY, RANDALL H	2114 3RD AVE N
1	635295	EA93826251	GREGORI, TIM R	1815 JUDD CIRCLE
1	635305	EG96011676	LACY & EBELING ENGINEERING IN	10 12TH ST S
1	635315	EA93859932	LAWTON, JOHN W	1406 3RD W HILL DR
1	635325	EG94695285	PATTON, CHERYL	408 4TH ST N
1	635335	EG85869969	RYAN, WILLIAM	8 18TH AVE S
1	635345	DD82024068	SOURCE GIANT SPRINGS INC	5401 18TH AVE N
		ES72896064	SOURCE GIANT SPRINGS INC	4600 GIANT SPRINGS RD
2	635355	EW66103343	STEPHENSON, JOHN D	300 40TH AVE S
1	635365	ED53431435	WALKER, ROBERT P	60 STENE RD
1	635375	DW58493230	PACIFIC STEEL AND RECYCLING	1530 NATIONAL AVE
		DG15107560	PACIFIC STEEL AND RECYCLING	1530 NATIONAL AVE

EG28730027	PACIFIC STEEL AND RECYCLING	1530 NATIONAL AVE
XEL0275	PACIFIC STEEL AND RECYCLING	1530 NATIONAL AVE
DG82778558	PACIFIC STEEL AND RECYCLING	777 4TH AVE N
XEL0276	PACIFIC STEEL AND RECYCLING	777 4TH AVE N
DG93780599	PACIFIC STEEL AND RECYCLING	711 4TH AVE N
ED82661990	PACIFIC STEEL AND RECYCLING	725 4TH AVE N
DS61258846	PACIFIC STEEL AND RECYCLING	901 4TH AVE N
DA04929395	PACIFIC STEEL AND RECYCLING	145 SUGAR AVE
XEL0278	PACIFIC STEEL AND RECYCLING	145 SUGAR AVE
XEL0282	PACIFIC STEEL AND RECYCLING	145 SUGAR AVE
XEL0287	PACIFIC STEEL AND RECYCLING	145 SUGAR AVE
EG79088306	PACIFIC STEEL AND RECYCLING	320 TRUCK BYP
ES47134865	PACIFIC STEEL AND RECYCLING	320 TRUCK BYP
XEL0288	PACIFIC STEEL AND RECYCLING	320 TRUCK BYP
XEL0291	PACIFIC STEEL AND RECYCLING	320 TRUCK BYP
DS84865904	PACIFIC STEEL AND RECYCLING	0 BURLINGTON NORTHEI
XEL0292	PACIFIC STEEL AND RECYCLING	0 BURLINGTON NORTHEI
DG93799540	PACIFIC STEEL AND RECYCLING	1700 12TH AVE N
XEL0293	PACIFIC STEEL AND RECYCLING	1700 12TH AVE N
XEL0294	PACIFIC STEEL AND RECYCLING	1700 12TH AVE N
XEL0295	PACIFIC STEEL AND RECYCLING	1700 12TH AVE N
XEL0296	PACIFIC STEEL AND RECYCLING	1700 12TH AVE N
DG28464462	PACIFIC STEEL AND RECYCLING	1401 3RD ST NW
XEL0297	PACIFIC STEEL AND RECYCLING	1401 3RD ST NW
XEL0298	PACIFIC STEEL AND RECYCLING	1401 3RD ST NW
XEL0299	PACIFIC STEEL AND RECYCLING	1401 3RD ST NW
ES60008629	PACIFIC STEEL AND RECYCLING	1025 11TH ST N
DG15107555	PACIFIC STEEL AND RECYCLING	1801 US HIGHWAY 2 E
EA94804530	PACIFIC STEEL AND RECYCLING	1801 US HIGHWAY 2 E
XEL0300	PACIFIC STEEL AND RECYCLING	1801 US HIGHWAY 2 E
DG90052820	PACIFIC STEEL AND RECYCLING	2828 LATIMER ST
DG90051514	PACIFIC STEEL AND RECYCLING	1301 GAYLORD ST
XEL0301	PACIFIC STEEL AND RECYCLING	0 SHORT & GAYLORD
DG21232852	PACIFIC STEEL AND RECYCLING	315 W GRIFFIN DR
DG28188612	PACIFIC STEEL AND RECYCLING	315 W GRIFFIN DR
DD39308351	PACIFIC STEEL AND RECYCLING	2828 PALMER ST
XEL0302	PACIFIC STEEL AND RECYCLING	2828 PALMER ST
DG97107324	PACIFIC STEEL AND RECYCLING	777 4TH AVE N
DG93780687	PACIFIC STEEL AND RECYCLING	777 4TH AVE N
DG28604745	PACIFIC STEEL AND RECYCLING	1301 GAYLORD ST
DW65594853	PACIFIC STEEL AND RECYCLING	1625 31ST AVE NE

43

635385	DA05507235	DAVIDSON INVESTMENT PARTNEF	8 3RD ST N
	DG93760942	DAVIDSON INVESTMENT PARTNEF	301 CENTRAL AVE
	DG28771680	DAVIDSON INVESTMENT PARTNEF	8 3RD ST N
	EA96463931	DAVIDSON INVESTMENT PARTNEF	206 LONE MOOSE DR

4

635405	ES54698644	D A DAVIDSON AND COMPANY	119 N 7TH ST
	DG84116544	D A DAVIDSON AND COMPANY	529 E MAIN ST
	DG90038738	D A DAVIDSON AND COMPANY	125 3RD AVE
	ET38174756	D A DAVIDSON AND COMPANY	108 S WASHINGTON ST
	DG15154758	D A DAVIDSON AND COMPANY	40 14TH ST
	DD56554415	D A DAVIDSON AND COMPANY	40 14TH ST

	EA94218321	D A DAVIDSON AND COMPANY	4601 ULM N FRONTAGE RD
7			
635425	DG90037774	MCLAUGHLIN RESEARCH INSTITU	1520 23RD ST S
1			
635435	DG15107568	LUMBER YARD SUPPLY COMPANY	1300 RIVER DR N
	XEL0303	LUMBER YARD SUPPLY COMPANY	1300 RIVER DR N
	XEL0304	LUMBER YARD SUPPLY COMPANY	1300 RIVER DR N
	XEL0305	LUMBER YARD SUPPLY COMPANY	1300 RIVER DR N
	XEL0306	LUMBER YARD SUPPLY COMPANY	1300 RIVER DR N
	XEL0307	LUMBER YARD SUPPLY COMPANY	1300 RIVER DR N
	XEL0308	LUMBER YARD SUPPLY COMPANY	1300 RIVER DR N
	DD83014763	LUMBER YARD SUPPLY COMPANY	1324 LOCKWOOD RD
	XEL0309	LUMBER YARD SUPPLY COMPANY	1324 LOCKWOOD RD
	DA04929340	LUMBER YARD SUPPLY COMPANY	1324 LOCKWOOD RD
10			
635445	DD49244499	SOUTHERN FOODS GROUP LLC	108 S 27TH ST
	DD39245219	SOUTHERN FOODS GROUP LLC	110 N MAIN ST
	DD38933267	SOUTHERN FOODS GROUP LLC	1624 LEWIS ST
	DG23747248	SOUTHERN FOODS GROUP LLC	418 N PLUM AVE
	XEL0310	SOUTHERN FOODS GROUP LLC	418 N PLUM AVE
	DG90052258	SOUTHERN FOODS GROUP LLC	109 S 28TH ST
	DD39873574	SOUTHERN FOODS GROUP LLC	2150 US HWY 2 EAST
	XEL0312	SOUTHERN FOODS GROUP LLC	2150 US HWY 2 EAST
	XEL0313	SOUTHERN FOODS GROUP LLC	2150 US HWY 2 EAST
	DG79078939	SOUTHERN FOODS GROUP LLC	420 NORA ST
	DD80108780	SOUTHERN FOODS GROUP LLC	830 W SPRUCE ST
	DD49232666	SOUTHERN FOODS GROUP LLC	2403 COBBAN ST
	XEL0314	SOUTHERN FOODS GROUP LLC	2403 COBBAN ST
635445	XEL0315	SOUTHERN FOODS GROUP LLC	2403 COBBAN ST
	ES80117961	SOUTHERN FOODS GROUP LLC	711 S MAIN ST
	DG17829610	SOUTHERN FOODS GROUP LLC	84 SW ASH ST
	XEL0316	SOUTHERN FOODS GROUP LLC	84 SW ASH ST
	DA04895567	SOUTHERN FOODS GROUP LLC	406 SUGAR AVE
	ED37433044	SOUTHERN FOODS GROUP LLC	533 N DALY AVE
	DS61328386	SOUTHERN FOODS GROUP LLC	645 RAILROAD ALLEY
	XEL0311	SOUTHERN FOODS GROUP LLC	645 RAILROAD ALLEY
21			
182			

682
N D O F R

EXHIBIT B - USAGE (kWh's)

34,345,476	MONTANA REFINING COMPANY, INC
26,139,919	BENEFIS HEALTHCARE
26,099,622	BARRETTS MINERALS INC
20,038,268	GENERAL MILLS
16,088,215	CITY OF GREAT FALLS
9,524,936	GREAT FALLS PUBLIC SCHOOLS
6,460,984	VEOLIA WATER NORTH AMERICA
4,891,040	MONTANA AIR NATIONAL GUARD
3,351,572	SOUTHERN FOODS GROUP LLC
2,715,563	GREAT FALLS AIRPORT AUTHORITY
2,540,447	GREAT FALLS HOUSING AUTHORITY
2,400,551	MEADOW GOLD DAIRIES
1,544,453	DAVIDSON INVESTMENT PARTNERSHP
1,437,437	PACIFIC STEEL AND RECYCLING
962,880	FEDERAL EXPRESS
958,400	MCLAUGHLIN RESEARCH INSTITUTE
400,593	LUMBER YARD SUPPLY COMPANY
385,971	FIRST INTERSTATE BANK
334,777	BENNETT MOTORS INC
170,509	D A DAVIDSON AND COMPANY
88,832	SOURCE GIANT SPRINGS INC
43,306	GAARE-WILSON BUILDING CO
12,346	LACY & EBELING ENGINEERING INC
11,994	WALKER, ROBERT P
10,080	CAPPIS, MARK R
9,179	RYAN, WILLIAM
7,763	GREGORI, TIM R
7,660	GOLIE, GEORGE
6,411	GRAY, RANDALL H
6,378	BOYSUN, RANDAL J
5,254	STEPHENSON, JOHN D
4,197	BALZARINI, THOMAS L
4,151	EBELING, LEE
3,545	PATTON, CHERYL
3,167	LAWTON, JOHN W
1,190	1006 PARTNERS LLC



**ASSIGNMENT AND ASSUMPTION AGREEMENT
BETWEEN
THE CITY OF GREAT FALLS AND ELECTRIC CITY POWER, INC.**

This Assignment and Assumption Agreement (the "*Agreement*") is made as of the date this Agreement is executed and delivered as provided below, between the City of Great Falls, Montana ("*Seller*" or the "*City*") and Electric City Power, Inc., a Montana nonprofit corporation ("*Buyer*" or "*Electric City*"), each a "*Party*," and, collectively, the "*Parties*" to this Agreement.

RECITALS

The circumstances and facts under which this Agreement is made and executed are as follows:

1. The City authorized the organization of Electric City as an instrumentality of the City pursuant to the provisions of the Montana Nonprofit Corporation Act, Title 31, Chapter 2, Montana Code Annotated, as amended, to own, construct, finance, operate and maintain the properties, facilities, rights and interests comprising the City's municipal electric utility established pursuant to Section 5.20.030, OCCGF, and to provide reliable electricity supply services to consumers within and outside of the boundaries of the City at stable, cost-based rates, all for and on behalf of the City.
2. Electric City has previously been licensed by the Montana Public Service Commission as an "electricity supplier" under the Electric Utility Restructuring and Customer Choice Act, Title 69, Chapter 8, Montana Code Annotated, as amended (the "*Customer Choice Act*"), with the authority to provide electricity supply services to certain classes of electricity consumers within the State.
3. Electric City has entered into certain power supply agreements with retail customers to provide electricity service on a long-term basis.
4. The City is a member of Southern Montana Electric Generation & Transmission Cooperative, Inc., ("*SME*"), a rural electric cooperative organized and doing business under the provisions of Title 35, Chapter 18 of the Montana Code Annotated, which maintains certain portfolio power supply resources in order to provide reliable, cost-based electricity service to the City and its other member customers.
5. Effective on or about October 2, 2007, the City and SME have entered into a Wholesale Power Contract through which the City has agreed to purchase electricity sufficient to meet Electric City's full requirements as a licensed electricity supplier (the "*SME Contract*"), for the purpose of providing electricity supply for Electric City's retail customers.
6. The Parties desire to enter into this Agreement through which all of the City's right, title, and interest in and to the SME Contract is assigned to Electric City and

Electric City agrees to assume all of the City's duties under the SME Contract, all as more fully provided herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises of the parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. *Assignment.* The Seller hereby assigns, transfers and conveys to the Buyer the rights, benefits and privileges of the Seller under the SME Contract.

2. *Assumption.* For and in consideration of the assignment hereunder, the Buyer hereby accepts the foregoing assignment and hereby assumes all of Seller's rights, obligations, interests and liabilities under the SME Contract to the same extent as though it had originally been named as a party thereto and agrees to observe, perform and fulfill all the terms and conditions of the SME Contract.

3. *Seller's Administrative Fees.* For and in consideration of the City's administrative overhead, time, investments, and ancillary services relating to the SME Contract and its role as a member of SME, Buyer hereby agrees to pay to the City an administrative fee of up to three percent (3%) of the total electricity supply and transmission charges from SME under the SME Contract.

4. *Indemnification.* Buyer hereby agrees to defend, indemnify and hold harmless seller and its elected and appointed officials, employees, agents and representatives from and against all claims, demands, obligations, losses, liabilities, damages, recoveries and deficiencies, including interest, penalties and reasonable attorneys' fees, costs and expenses arising out of, resulting from or related in any way whatsoever to the obligations under the SME Contract assumed by Buyer herein, other than those obligations arising prior to the date hereof resulting from Seller's gross negligence or willful misconduct.

5. *Remedies.* Any rights and remedies arising under this Agreement are cumulative with all other rights and remedies available at law or equity and each Party reserves all of its rights and remedies available in law or equity unless otherwise expressly provided in this Agreement.

6. *Financing Provisions.* The Parties hereby agree that Buyer may pledge its rights and interests under the Agreement to secure such financing as Buyer may deem appropriate and that any indenture trustee for or any receiver in connection with such financing shall be deemed a third-party beneficiary of this Agreement.

7. *Interlocal Cooperation.* The Parties intend that this Agreement constitute an interlocal contract between public agencies authorized by the Interlocal Cooperation Act, Title 7, Chapter 11, Part 1, MCA (the "Interlocal Act"). In furtherance of the foregoing, each of the Parties finds, determines and declares as follows:

- (i) it is a "public agency" within the meaning of the Interlocal Act;

(ii) the purpose of this Agreement is to enable Buyer to satisfy its duties to supply electricity supply to its retail customers under its authority as a licensed electricity supplier;

(iii) this Agreement has been authorized and approved by the governing body of each Party and outlines fully the purposes, powers, rights, obligations and responsibilities of the Parties;

(iv) the terms and provisions of this Agreement specify the matters required by Section 7-11-105 of the Interlocal Act, *provided* that (A) no separate legal entity is created by this Agreement, and (B) each Party shall be separately responsible for its administration, budgeting, financing and performance of this Agreement and for its reports and payment of retirement system contributions pursuant to Section 19-2-506; and

(v) this Agreement shall be filed with (A) the county clerk and recorder of the county or counties where the Parties are situated and (B) the Montana Secretary of State.

8. *General Provisions.* This Agreement and the obligations of Buyer and Seller hereunder: (i) shall be binding upon and inure to the benefit of Buyer and Seller and their respective successors and assigns; (ii) shall be governed by and construed in accordance with the laws of the State of Montana; (iii) may not be modified or amended in any manner other than by a written agreement signed by the party to be charged therewith. Buyer and Seller agree further to execute any and all other assignments, documents, certificates and other instruments as may at any time be deemed reasonably necessary to further evidence or consummate this Agreement.

9. *Counterparts.* This Agreement may be executed in any number of counterparts and each executed counterpart shall have the same force and effect as an original instrument.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as follows:

ELECTRIC CITY POWER, INC.

By: Coleen Balzarini

Name: Coleen Balzarini

Title: Executive Director

Date: 11/5/07



CASCADE COUNTY, MT GFA

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44.00 By: MDAILEY

SIGNATURE PAGE FOR AGREEMENTS/CONTRACTS


Effective Date of the Agreement: October 2, 2007

CITY OF GREAT FALLS



John Lawton, City Manager

ATTEST:


Lisa Kunz, City Clerk
Cindy Kenczka, Acting City Clerk

(Seal of the City of Great Falls)

APPROVED FOR LEGAL CONTENT:


David V. Gliko, City Attorney

R0161310

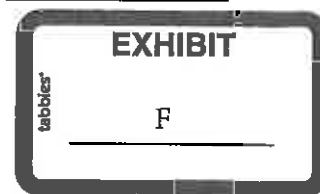
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CASCADE COUNTY, MT GFA

44.00 By: MDAILEY

Chapter 20
ESTABLISH AND OPERATE AN ELECTRIC UTILITY

**Sections:**

- 5.20.010 Findings, determinations and declarations
- 5.20.020 Definitions
- 5.20.030 Establishment of municipal electric utility
- 5.20.040 Organization of Electric City Power, Inc.
- 5.20.050 Purpose of the corporation
- 5.20.060 Powers of the corporation; limitations
- 5.20.070 Rates
- 5.20.080 Rules of operation
- 5.20.090 Availability of rules and schedule of rates, charges and classifications
- 5.20.100 Revenue bonds; tax-exempt obligations
- 5.20.110 Transitional provisions
- 5.20.120 Removal of directors; sale or dissolution of corporation

5.20.010 Findings, determinations and declarations

The City Commission hereby finds, determines and declares that:

- A. The continued growth, economic development and prosperity of the City and its residents requires the availability of secure, reliable and economic supplies of electricity at stable, economical and cost-based rates for all residential, commercial, industrial and other electric consumers within the City;
- B. The restructuring of the electric utility industry in the State has exposed the City and residential, commercial, industrial and other electric consumers within the City to volatile and unstable market-based rates for electricity supply service; and
- C. It is necessary, desirable and in the best interest of the City, its residents and all electricity consumers within the City for the City to establish and organize Electric City Power, Inc. (the "Corporation") pursuant to the provisions of the Montana Nonprofit Corporation Act, Title 35, Chapter 2, Montana Code Annotated, as amended (the "Nonprofit Act"), to own, construct, finance, operate and maintain the properties, facilities, rights and interests comprising the City's municipal electric utility established pursuant to Section 5.20.030, OCCGF, and to provide electricity supply services to consumers within and outside of the boundaries of the City at stable, cost-based rates, all for and on behalf of the City. (Ord. 2925, 2005; Ord. 2861, 2003)

5.20.020 Definitions

For the purposes of this ordinance, and in addition to the words and terms defined elsewhere in this ordinance, the following words and terms shall have the meanings ascribed to them in this section, except where the context clearly indicates different meaning:

"Acquisition, Acquire, Construction or Construct" shall mean, without limitation, construction, acquisition, operation, maintenance, testing, extending, renewing, relocating, removing, replacing, repairing and using electric facilities.

"Consumer" shall mean any person, firm, partnership, corporation, cooperative, organization, governmental agency or other form of legal entity currently or potentially receiving electric services within and/or outside the boundaries of the City.

"Electric Facilities" shall mean fuel sources; water supply; generation, transmission and distribution facilities and equipment; and all necessary or convenient facilities and appurtenances thereto whether the same be located above or below ground, or within and/or outside the boundaries of the City.

"Internal Revenue Code" shall mean the Internal Revenue Code of 1986, as amended.

"Municipal Electric Utility" shall mean:

- A. The ownership, management and operation of electric facilities;
- B. The provision of electricity supply services to the City and to industrial, commercial, residential and other electric consumers within and outside of the boundaries of the City;
- C. The sale of electricity at wholesale or retail; and
- D. All other services necessary, desirable, incidental or related thereto; all to the extent permitted by law.

“Revenue Bonds” shall mean bonds, notes or other evidences of indebtedness authorized by the City and issued by the Corporation which shall be payable from the revenues of the municipal electric utility.

“Services” shall mean electric power and energy in the form of generation services, transmission services, distribution services, sale services or marketing services within and/or outside the boundaries of the City.

“Tax-Exempt Obligations” shall mean revenue bonds, the interest on which is excludable from the gross income of the holder pursuant to Section 103 of the Internal Revenue Code. (Ord. 2925, 2005; Ord. 2861, 2003)

5.20.030 Establishment of municipal electric utility

In the exercise of the self-governing powers contained in its Charter and pursuant to applicable law, the City does hereby establish a municipal electric utility for the purpose of securing and providing reliable and economic long term supplies of electricity to the City, its residents and electric consumers. (Ord. 2925, 2005; Ord. 2861, 2003)

5.20.040 Organization of Electric City Power, Inc.

The organization and incorporation of the Corporation pursuant to the Nonprofit Act is hereby authorized and approved. The Articles of Incorporation and the Bylaws of the Corporation shall be approved by resolution of the City Commission, and shall be placed on file with the City Clerk. The City Manager is hereby authorized and directed to take all actions necessary to complete the incorporation of the Corporation pursuant to the Nonprofit Act. (Ord. 2925, 2005; Ord. 2861, 2003)

5.20.050 Purpose of the corporation

The Corporation shall own, operate and manage the municipal electric utility and shall operate for the primary purpose of securing and providing reliable, long-term supplies of electricity to the City, its residents and electric consumers. In furtherance of such purpose, the Corporation may acquire or construct electrical facilities, participate with others in the acquisition or construction of electrical facilities, may enter into contracts to secure supplies of electricity and related services and, in order to achieve economies of scale and other benefits, may own, acquire, construct or contract for long-term sources of electricity that are in excess of the present requirements of the City, its residents and consumers and may enter into contracts for the sale of electricity to any consumer outside of the City or any investor-owned, cooperative or municipal utility or other purchaser. (Ord. 2925, 2005; Ord. 2861, 2003)

5.20.060 Powers of the corporation; limitations

The Corporation shall have and exercise all powers conferred pursuant to the Nonprofit Act and its Articles of Incorporation that are necessary or desirable for the accomplishment of its purposes. Notwithstanding the foregoing,

- A. the Corporation shall not issue or incur any bonds, notes or other evidences of indebtedness without the prior approval of the City Commission, and
- B. the Corporation shall have no power to bind or create obligations of the City, and each bond, note or other evidence of indebtedness of the Corporation shall contain a statement to the effect that
 1. neither the City, the State, any agency, authority or instrumentality of the State or any municipality or local governmental unit is obligated to pay the principal thereof or interest thereon; and
 2. neither the faith and credit nor the taxing power of the City, the State, any agency, authority or instrumentality of the State or any municipality or local governmental unit is pledged or in any way obligated to pay the principal thereof or interest thereon. (Ord. 2925, 2005; Ord. 2861, 2003)

5.20.070 Rates

The Board of Directors of the Corporation shall from time to time consider and recommend rates and charges for electricity supply and other services provided by the Corporation. Such rates and charges shall be designed to enable the Corporation to operate on a self-sufficient and self-sustaining basis and to produce revenues at all times sufficient to pay all operating, maintenance, debt service, repair and replacement costs of the Corporation and to provide reserves necessary or desirable for working capital, capital improvements and replacements and rate stabilization purposes. All rates and charges recommended by the Board of Directors of the Corporation shall be subject to the approval of the City Commission, by resolution adopted subsequent to notice and public hearing as required by Title 69, Chapter 7, Part 1, Montana Code Annotated, as amended. (Ord. 2925, 2005; Ord. 2861, 2003)

5.20.080 Rules of operation

The Board of Directors of the Corporation shall from time to time consider and recommend rules for operation of the municipal electric utility which shall contain, at a minimum, those requirements of good practice which can be normally expected for the operation of an electrical utility as required by Title 69, Chapter 7, Part 2, Montana Code

Annotated, as amended. All rules of operation recommended by the Board of Directors shall be subject to approval by resolution of the City Commission. (Ord. 2925, 2005; Ord. 2861, 2003)

5.20.090 Availability of rules and schedule of rates, charges and classifications

A schedule of rates, charges or classifications imposed upon or otherwise payable by the customers served by the municipal electric utility and a copy of the rules established for the operation of the municipal electric utility shall be kept and maintained at the principal office of the Corporation and in the City Clerk's Office and the same shall be made available to public inspection at any time during regular office hours. (Ord. 2925, 2005; Ord. 2861, 2003)

5.20.100 Revenue bonds; tax-exempt obligations

The City Commission may from time to time authorize the issuance of revenue bonds by the Corporation on behalf of the City to acquire or construct electric facilities. By enactment of this ordinance, the City has approved the creation and organization of the Corporation, the purposes and activities of the Corporation, and in general, the issuance of revenue bonds by the Corporation to acquire and construct electric facilities. However, no revenue bonds shall be issued by the Corporation unless the City Commission shall first adopt (within one year prior to the issuance of such revenue bonds) a resolution approving the issuance of such revenue bonds and the purposes for which such revenue bonds are to be issued. In the event that such revenue bonds are to be issued as tax exempt obligations, the City and the Corporation shall comply with the requirements of Revenue Procedure 82-26, 1982-1 C.B. 476, or any successor thereto, and all such tax-exempt obligations shall comply with the following requirements:

- A. All of the original proceeds and investment proceeds of the tax-exempt obligations, except for a *de minimis* amount of less than \$5,000 that is included in the issue solely for the purpose of rounding the dollar amount of the issue, shall be used to provide tangible real or tangible personal property. Notwithstanding any other provision of this ordinance to the contrary, the Corporation may not finance the acquisition or construction of electric facilities with the proceeds of a tax-exempt obligation unless such electric facilities are located within the geographic boundaries of, or have a substantial connection with, the City.
- B. Before tax-exempt obligations may be issued to acquire or construct electric facilities, the City shall first adopt a resolution stating that it will accept title to the electric facilities financed by such tax-exempt obligations, including any additions to such electric facilities, when the tax-exempt obligations financing such electric facilities are discharged.
- C. The tax-exempt obligations of the Corporation are issued on behalf of the City and unencumbered fee title to the electric facilities (including any additions to such electric facilities) and exclusive possession and use of the electric facilities (including any additions to such electric facilities) shall vest solely in the City without demand or further action on the City's part when the tax-exempt obligations financing such electric facilities are discharged. Tax-exempt obligations are discharged when
 1. cash is available at the place of payment on the date that the tax-exempt obligations are due (whether at maturity or upon prior call for redemption) and
 2. interest ceases to accrue on the tax-exempt obligations.
- D. The City shall have the right at any time to obtain unencumbered fee title and exclusive possession of all electric facilities financed by the tax-exempt obligations, and any additions to such electric facilities, by
 1. placing into escrow an amount that will be sufficient to defease the tax exempt obligations financing such electric facilities, and
 2. paying reasonable costs incident to the defeasance. However, the City, at any time before it defeases such tax-exempt obligations, shall not agree or otherwise be obligated to convey any interest in the financed electric facilities to any person (including the United States of America or its agencies or instrumentalities) for any period extending beyond or beginning after the City defeases such tax-exempt obligations. In addition, except as may be provided in an ordinance approving a particular issue of tax-exempt obligations, the City shall not agree or otherwise be obligated to convey a fee interest in the electric facilities financed with any tax-exempt obligation issued by the Corporation to any person before the defeasance or within 90 days after the City defeases the tax-exempt obligations financing such electric facilities. (Ord. 2925, 2005; Ord. 2861, 2003)

5.20.110 Transitional provisions

The City Manager (or designee) is hereby authorized and directed to assign and transfer to the Corporation (insofar as is practicable and at such time and in such manner as he shall determine) all licenses, permits, contracts, agreements and other instruments heretofore entered into by the City in connection with or relating to the municipal electric utility. (Ord. 2925, 2005; Ord. 2861, 2003)

5.20.120 Removal of directors; sale or dissolution of corporation

A vote of four-fifths of the members of the City Commission shall be required in order to:

- A. Remove any Director of the Corporation;
- B. Approve the dissolution of the Corporation;
- C. Approve the sale of all or a substantial portion of the assets of the Corporation; or
- D. Approve an amendment to this Chapter that reduces the aforesaid number of members of the City Commission required for vote to take any of the actions described in 1 through 3 of this Section. (Ord. 2925, 2005)