

ELECTRIFICATION DEPARTMENT

R. BEEUWKES  
Electrical Engineer

Butte, Montana

July 14, 1916.

Mr. C. A. Goodnow,  
Assistant to the President,  
Chicago, Ill.

Dear Sir:

In accordance with your letter of June 1st. I return herewith contract with the Great Falls Power Company in which you will find clause #10 has been changed, and that the last paragraph on page #1 has been so changed that the contract runs for 10 years only. Please note also in paragraph #5 that the rate of compensation to the Railway Company is stipulated to be \$360.00 per annum.

Please note that there are two copies of the contract with this letter, both of which have been executed by the Great Falls Power Company. Mr. Kerr requests that the copy which has been approved by their attorney be returned to him after proper execution by our Company.

Yours truly,

(Signed) R. Beuwkes

FBW

Electrical Engineer.

Encl.

- C O P Y -

Chicago, Milwaukee & St. Paul Ry. Co.  
OFFICE OF ASSISTANT TO THE PRESIDENT

Chicago.

July 31st, 1916.

Mr. H. H. Field:-

If the attached contract is now correct  
as it seems to me to be will you please attach your approval  
to the first copy.

C. A. Goodnow

- C o p y -

Chicago, Milwaukee & St. Paul Railway Co.

OFFICE OF ASSISTANT TO THE PRESIDENT

CHICAGO, August 1st, 1916.

Mr. R. Beeuwkes,  
Electrical Engineer,  
Butte, Mont.

Dear Sir:-

Returning herewith our contract with the Great Falls Power Company for the right to place a transformer in Piedmont substation.

Clause 5 provides for the sum of \$360.00 per year but the contract does not provide how and when these payments shall be made nor does it say when they shall commence.

Will you please clear up these matters and hereafter when we are to grant any privileges to any other company for the use of our premises please remember that we prefer to draw the contract.

Truly yours,

C. A. Goodnow

Asst to the President.

- C o p y -

THIS AGREEMENT, made and entered into this 1st day of August, 1916, by and between the Great Falls Power Company, a corporation, organized and existing under the laws of the State of Montana, and doing business in the State of Montana, hereinafter called the Power Company; and the Chicago, Milwaukee & St. Paul Railway Company, a corporation, organized and existing under and by virtue of the laws of the State of Wisconsin, and authorized to do business in the State of Montana, hereinafter called the Railway Company, W I T N E S S E T H:

That whereas, the Railway Company is the owner of a 100,000 volt electric substation situated at Piedmont, Montana; and

Whereas, the Power Company is desirous of using said substation for the purpose of transforming power thereat, which said power when so transformed is to be distributed in the towns of Piedmont, Montana and Whitehall, Montana,

Now, therefore, in consideration of the mutual promises of the parties hereto hereinafter contained, and the faithful performance thereof, the parties have agreed and by these presents do agree as follows, to wit:

The Railway Company agrees to permit the Power Company to use, and it does hereby permit the Power Company to use the said 100,000 volt substation at Piedmont, Montana, for the said purpose of transforming electric power to be distributed therefrom to, in and about the towns of Piedmont, Montana, and Whitehall, Montana.

Such permission to use said substation in said manner is hereby granted for a period of ten(10) years, unless terminated

(2)

as herein provided. Said permission for said period of time is subject to the following conditions:

1. The Power Company will install in the Piedmont substation building of the Railway Company an automatic oil switch, watt hour meter, lightning arrester, and such wiring and other devices as are necessary to safely take power from the Railway Company's 2200 volt bus bars for transmission outside of the substation, the apparatus and installation of same to be subject to the approval of the Railway Company.

2. The Power Company is to have the privilege of taking from said bus bars to the extent of 50 K.V.A. maximum, and if at some future time the Power Company wishes to increase the amount, it may do so with the approval of the Railway Company.

3. The Railway Company will furnish the amount of attendance which the automatic switch and outgoing circuit may require, this attendance not to include any repair work on the apparatus or circuit.

4. All power taken by the Power Company's outgoing circuit, above referred to, is to be measured and deducted from the gross input to the Railway Company's circuit at the said substation and the net resultant power is to be taken as the amount of power supplied by the Power Company to the Railway Company through said circuit, which said resultant power is to be subject to the terms and conditions of that certain contract entered into by and between the parties on the 25th day of November, 1912.

5. For the use of the Railway Company's substation equipment and for attendance above referred to, the Power Company agrees to pay to the Railway Company each year as long as service is maintained on the Power Company's outgoing line, the sum of Three Hundred and Sixty (\$360.00) Dollars, payable in equal monthly installments on or before the 15th of the month following that month for which payment is made. Said payments are to be made as deductions from the power bills as rendered against the Railway Company by the Power Company in accordance with the contract entered into by and between the parties hereto on the 25th day of November, 1912.

6. Either party may cancel the contract upon six months written notice to the other party.

7. It is agreed that at all times during the existence of this contract the employees as the authorized representatives of the Power Company shall have the right to go in and about said substation for the purpose of inspecting any switches, meters, arresters or other devices installed by the Power Company, and do any and all work necessary to keep said devices in a safe condition.

8. This agreement shall be binding upon the parties hereto and their lawful successors and assigns.

8-A. This contract is to become effective at 12:01 o'clock A.M. April 28th, 1916.

9. The Power Company agrees to indemnify the Railway Company in full for any damage which may result to the Railway Company's property due to the presence of the apparatus installed under this contract.

10. The Power Company hereby agrees to indemnify and hold the Railway Company harmless from any and all claims, for, or on account of, injuries to, or death of, any person, whether an employe of either party hereto, or otherwise, or for loss of, or damage to, the property of any such employe, or other person, by reason of, or resulting from the use or occupation by the Power Company of the premises of the Railway Company under this agreement, or from the act or omission of the Power Company, or any of its employes, in or about said premises, or in carrying on any work or business of the Power Company under this agreement; and the Power Company hereby releases the Railway Company from, and agrees to indemnify it against, any claim for damage or injury to the Power Company's property or business, or for injuries to, or death of, the Power Company's employes by reason of, or resulting from, any act or omission of the Railway Company, or of its employes, whether negligent or otherwise, in the use or maintenance of said premises, or in carrying on its business thereon.

IN WITNESS WHEREOF, the parties hereto have  
duly authorized their respective officers to execute this  
instrument in duplicate the day and year first above written.

CHICAGO, MILWAUKEE & ST. PAUL RY. CO.

Attest: By E. D. Sewall  
Vice President  
E. W. Adams  
Secretary

GREAT FALLS POWER COMPANY

Attest: By F. M. Kerr  
Vice President & Gen. Mgr.  
W. F. Kroyer,  
Asst. Secy.

APPROVED:

AS TO FORM H. H. Field  
General Solicitor.

- C o p y -

Chicago, Milwaukee & St. Paul Railway Co.

ELECTRIFICATION DEPARTMENT

R. BEBUNKES  
Electrical Engineer.

Butte, Montana.

August 18, 1916.

Mr. C. A. Goodnow,  
Assistant to the President,  
Chicago, Ill.

Dear Sir:-

I am returning herewith contract  
with the Great Falls Power Company for the  
right to place transformer in the Piedmont Substation.

In accordance with your letter of  
August 1st, I have added to clause #5 of the  
contract a stipulation as to how and when the payments  
shall be made, and in a new paragraph, 8-a, the time  
that the contract is to become effective is stated.

Yours truly,

(Signed) R. Bebunkes

Electrical Engineer.

FBW

Encl.

- C o p y -

Chicago, Milwaukee & St. Paul Railway Co.

OFFICE OF ASSISTANT TO THE PRESIDENT

CHICAGO, September 5th, 1916.

Mr. E. W. Adams,

Secretary,

Milwaukee, Wis.

Dear Sir:-

I am sending you herewith contract in duplicate,  
duly executed, giving the Montana Power Company the right  
to place a transformer in our Piedmont substation.

Will you please give this the necessary attention.

Truly yours,

C. A. Goodnow

Asst to the President.