

## AGREEMENT FOR PURCHASE OF POWER

Agreement made September 11 , 2023 between High West Energy (Hereinafter called Seller), and Laramie County Board of County Commissioners (Hereinafter called the Member).

### WITNESSETH:

The Seller agrees to sell and to deliver to the Member, and the Member agrees to purchase and receive from the Seller all the electric power and energy which the Member may need at the **EMA Storage Facility** located in **65-14-28** up to **150 KW**, upon the following terms:

### 1. Service Characteristics

Service hereunder shall be alternating current, **3 phase**, sixty cycles, **120/208 volts**, **Four wire wye**.

### 2. Payment

a. The Member shall pay the Seller for service hereunder at the rates and upon the terms and conditions set forth in large power rate Schedule LP which can be found on our website ([highest.coop](http://highest.coop)) under rates for large power. Notwithstanding any provision of the Schedule, however, the minimum charge per month shall be **\$200**.

b. Bills for service hereunder shall be paid at the office of the Seller in Pine Bluffs, Wyoming, monthly and is due on the twenty eighth day of the month. Payment beyond the twenty eighth will be subject to the discount lost as per the approved filing with the public service commission. Failure to make payment may result in disconnect per the rules filed with the public service commission.

c. The Member agrees that if, at any time, the rate under which the Seller purchases electric energy at wholesale is modified, the Seller may make a corresponding modification in the rate for service hereunder.

### 3. Continuity of Service

The Seller shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy; but if such supply shall fail or be interrupted, or become defective through act of God, or the public enemy, or by accident, strikes, labor troubles, or by action of the elements, or inability to secure rights-of-way, or other permits needed, or for any cause beyond the reasonable control of the Seller, the Seller shall not be liable therefor.

#### **4. Membership**

The Member shall become a member of the Seller with all the rights and privileges all obligations and responsibilities in accordance with the bylaws of the Seller and by such rules and regulations as may, from time to time, be adopted by the Seller, including the use of electronic data filing.

#### **5. Term**

The agreement shall become effective on the date service is first delivered hereunder by the Seller to the Member. The agreement may be canceled by either party giving 30 days' notice to the other party.

#### **6. Succession**

This agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto.

#### **7. Right of Way**

The Member will grant to Seller the necessary right, privileges, and easements to construct, operate, maintain, repair, relocate, and reconstruct its facilities used in connection with any service necessary for the EMA Storage Facility, upon, across, over, and under the property and will execute and deliver to Seller any conveyance, grant, or instrument which Seller shall deem necessary or convenient for said purpose.

#### **8. Aid to Construction**

A contribution in aid of construction in the amount of **\$11,020** is required with this agreement. In addition, the Member will be responsible for any Right-of-Way costs. Upon completion of the construction and subsequent cost calculation an adjustment will be made to the contribution in aid with an additional payment or refund as applicable.

#### **9. Harmonics**

Member will correct service to conform to IEEE 519 standards within 60 days of notification from Seller that such action is required.

IN WITNESS WHEREOF, the parties hereon have caused this agreement to be executed by their authorized representatives all as of the day and year first above written.

**Business Name:** Laramie County Board of County Commissioners

**Address:** 309 W. 20th Street

Chevenne, WY 82001 WY 82001

**By:** \_\_\_\_\_

\_\_\_\_\_  
**Title of Officer \***

\*If other than president, vice-president, partner or owner, a power of attorney must accompany contract.

High West Energy Inc.

**By:** Jared Routh

**Name:** Jared Routh

**Title:** CEO/General Manager

**ADDITIONAL INFORMATION:**

Account No. <u>17760161776016</u>
Work Order <u>230276</u>
Service Order <u>158950158950</u>
Date Constructed _____

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**ADDENDUM TO PURCHASE OF POWER AGREEMENT  
FOR EMA STORAGE FACILITY AT ARCHER  
between  
LARAMIE COUNTY, WYOMING and HIGH WEST ENERGY**

This ADDENDUM is to modify Agreement 220419-14 by and between Laramie County, Wyoming, 310 W. 19th Street, Suite 300, Cheyenne, Wyoming, 82001 ("COUNTY") and High West Energy, P.O. Box 838, Pine Bluffs, WY 82082 ("CONTRACTOR").

**I. PURPOSE**

The purpose of this Addendum to add a term, required as Laramie County is a governmental entity, to the Purchase of Power Agreement for the EMA Storage Facility located at the Archer Complex. Said Agreement further includes an "Aid to Construction" contribution in the amount of \$11,020 as well as costs associated with any right-of-way needed.— All other terms and conditions of the original agreement shall remain the same.

**II. TERM**

Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement. COUNTY agrees to waive applicable immunity for the purposes of enforcement of the term of this Agreement by CONTRACTOR.

Third Parties: The parties to this Agreement do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.

**LARAMIE COUNTY, WYOMING**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Chairman, Laramie County Commissioners

**ATTEST:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Debra Lee, Laramie County Clerk

**CONTRACTOR: HIGH WEST ENERGY**

By: Jared Routh

Date Sep 11, 2023

Name: Jared Routh

Title: CEO of High West Energy

**REVIEWED AND APPROVED AS TO FORM ONLY:**

By:   
Laramie County Attorney's Office

Date 9/29/23