

LARAMIE COUNTY CLERK
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM PROCESSING FORM

1. DATE OF PROPOSED ACTION: May 2, 2017

2. AGENDA ITEM: ☐ Appointments ☐ Bids/Purchases ☐ Claims
☒ Contracts/agreements/leases ☐ Grants ☐ Land Use: Variances/Board App/Plats
☐ Proclamations ☐ Public Hearings/Rules & Reg's ☐ Reports & Public Petitions
☐ Resolutions ☐ Other

3. DEPARTMENT: Public Works

APPLICANT: Laramie County Public Works AGENT: Rob Geringer

4. DESCRIPTION: Water Treatment Process Wastewater Effluent Land Application between Board of Public Utilities and Laramie County Public Works.

Amount\$ _____ From: April 2017 To: April 2019

5. DOCUMENTATION: 2 Original

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
LARAMIE COUNTY ATTORNEY



Clerks Use Only:

Commissioners

Ash _____
Heath _____
Holmes _____
Kailey _____
Thompson _____

Action _____

Postponed/Tabled _____

Signatures

Co Attny _____
Assist Co Attny _____
Grants Manager _____
Outside Agency _____

**WATER TREATMENT PROCESS WASTEWATER EFFLUENT
LAND APPLICATION AGREEMENT**

This Agreement is made this ____ day of _____, 20____, by and between the Board of Public Utilities ("BOARD") of the City of Cheyenne, Wyoming ("CITY") and Laramie County Public Works, a public entity (hereinafter, "APPLIER") for use of water treatment process wastewater.

WITNESSETH

WHEREAS, the BOARD manages, operates, maintains and controls the municipal water works, sanitary sewer system, and disposal system for the City of Cheyenne, Wyoming; and

WHEREAS, the BOARD generates water treatment process wastewater in its water treatment process and desires to provide the water for designated beneficial uses, in accordance with Exhibits A-C; and

WHEREAS, the APPLIER desires to have water treatment process wastewater applied for the herein designated beneficial uses.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by and between the BOARD and the APPLIER as follows:

1. The BOARD agrees to:

Provide water treatment process wastewater to be applied pursuant to the terms and conditions of this Agreement and in accordance with the "RL Sherard Water Treatment Plant Process Water Road Application Permit, Permit No.: 15-063 (hereinafter "Permit") granted and authorized by the Wyoming Department of Environmental Quality, a copy of which is attached hereto as Exhibit B and incorporated by this reference.

2. The APPLIER agrees:

- a. That all water treatment process wastewater applied by the APPLIER as hereinafter described shall be applied in accordance with this Agreement and the Board's Permit and all amendments thereto.
- b. To hold the BOARD, the City of Cheyenne, and their agents and employees harmless for any damage, including but not limited to, any damage to roads, streets, construction sites, fields, crops, livestock, water or water transportation ditches and devices, occurring as a result of any activities of the BOARD in supplying water treatment process wastewater.
- c. To comply with the requirements set forth in Exhibits A-C, including the General Management Practices discussed in Exhibit A.
- d. APPLIER agrees that all water withdrawn from the BOARD's system shall only be used for activities in the State of Wyoming. The APPLIER further agrees that it will not use such water outside of Laramie County, Wyoming without the express written authorization of the BOARD.
- e. APPLIER agrees that all water treatment process wastewater provided from the Sherard site will not be used by the APPLIER for Oil and Gas Exploration activities. Any such use must be authorized through a separate written Agreement with the BOARD.

3. COMPENSATION:

The BOARD and the APPLIER mutually agree that the BOARD will be compensated monetarily pursuant to any and all BOARD resolutions governing

water rates charged to users of the Cheyenne water system. Water use quantities will be reported to the BOARD on a weekly basis.

4. TERM AND EFFECTIVE DATE:

This Agreement shall commence on the date signed and shall continue in full force and effect for 24 months, until April 15, 2019.

5. WYOMING STATE ENGINEER – WATER AGREEMENT:

As a condition precedent to the withdrawal of water from the BOARD system the APPLIER agrees and confirms that it has obtained approval from the Wyoming State Engineer's Office, provided the BOARD with its fully executed "WATER AGREEMENT" for Temporary Use of Water from the Wyoming State Engineer's office, and agrees to comply with the terms of this approval. An executed copy of the Water Agreement is attached as Exhibit C. APPLIER agrees to be responsible for any and all reporting requirements and for the payment of any and all fees required by the Wyoming State Engineer's Office arising from the issuance and maintenance of the permit for the Temporary Use of Water.

6. MODIFICATION:

Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.

7. INDEMNIFICATION / HOLD HARMLESS:

Each party to this Agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other party.

8. GOVERNMENTAL IMMUNITY:

The BOARD, the CITY, and the APPLIER, and their officials and employees do not waive governmental immunity by entering into this Agreement and specifically retain all immunities and defenses available to them as Governmental Entities pursuant to Wyo. Stat. § 1-39-101, *et seq*, and all other applicable laws, except to the extent necessary solely for the enforcement of the terms and conditions of this Agreement as between the parties. Further, the BOARD, the CITY, and the APPLIER fully retain 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. Designation of venue, choice of law and similar provisions should not be construed as a waiver of governmental immunity.

9. INSURANCE REQUIREMENTS:

- a. APPLIER is a governmental entity with comprehensive general liability and automobile insurance coverage provided by the Wyoming Association of Risk Management ("WARM") joint-powers liability insurance pool as provided by W.S. § 1-39-118. The BOARD accepts the certificate of insurance provided by WARM for APPLIER as verification of sufficient general liability and automobile liability insurance coverage under this Agreement.
- b. APPLIER agrees that workers' compensation coverage will be in effect, as required by Wyoming law, for all employees or agents providing services under this Agreement.
- c. All policies required under this Agreement shall be in effect for the duration of this Agreement. APPLIER agrees to give the BOARD thirty (30) days advance written notice prior to cancelling or amending the applicable insurance coverages, or allowing such insurance coverages to lapse.

10. GOVERNING LAW, JURISDICTION and VENUE:

The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this Agreement and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

11. COMPLIANCE WITH LAWS:

The APPLIER shall comply with all applicable federal, state and local laws, rules and regulations in the performance of this contract. The identified Laws or Regulations are included in this Agreement as mandated by statute or for the convenience of the APPLIER. The APPLIER's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over reuse/recycled water shall apply to the Agreement throughout, and they will be deemed to be included in the Agreement the same as though herein written out in full. Other Laws and Regulations apply which are not included herein, and are within the APPLIER's duty and responsibility for compliance therewith.

12. NONDISCRIMINATION:

The APPLIER shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. §27-9-105 et seq.), the Americans With Disabilities Act (ADA), 42 U.S.C. § 12101 et seq., and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations thereto and the APPLIER assures that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the performance of this Agreement on the grounds of age, sex, race, creed, color, national origin, ancestry, religion, pregnancy or qualifying disability. The APPLIER further assures that it will include the language of this paragraph in all Agreements associated or connected in any way with this Agreement and the work thereunder. If the APPLIER, its employees or subcontractors are found in violation of these requirements, this Agreement may be terminated. The APPLIER shall be responsible for all such non-compliance and shall defend, hold harmless and indemnify the BOARD therefrom.

13. ALCOHOL AND CONTROLLED SUBSTANCE POLICY:

In compliance with the Drug-Free Workplace Act of November 1988, the BOARD has established an Alcohol and Controlled Substance Policy that pertains to alcohol and drug usage by BOARD employees. All parties under contract with the BOARD, including the APPLIER and its employees and subcontractors, are required to comply with the provisions of the BOARD'S Alcohol and Controlled Substance Policy for drug and/or alcohol usage on BOARD property or other sites occupied by the APPLIER while performing duties and responsibilities of this contract. It is the responsibility of the APPLIER to familiarize itself with the requirements of this policy and to inform all its employees and subcontractors of those requirements and to insure their compliance therewith. If the APPLIER, its employees or subcontractors are found to be in violation of this policy, this contract may be terminated.

14. INDEPENDENT CONTRACTOR:

At all times during the term of this Agreement, the APPLIER shall be considered an independent contractor. Neither the APPLIER nor any one employed by it shall represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the BOARD.

15. CONFIDENTIALITY:

To the extent allowed by law, the BOARD and the APPLIER shall treat as confidential and not disclose to others information (including technical information, experience or data) regarding either party's plans, programs, plants, processes, products, costs, equipment, operations, or customers which come within the knowledge of the parties, without in each instance securing the prior written consent of the other party, unless such disclosure is required by law or legal process. However, nothing shall prevent either the APPLIER or the BOARD from disclosing to others or using in any manner information which either party can show (a) has been published or has become part of the public domain other than by acts of the APPLIER or the BOARD; (b) has been furnished or made known to the APPLIER or the BOARD by third parties without restrictions on its disclosure; or (c) was in either party's possession prior to the disclosure thereof by the BOARD or the APPLIER to each other. Neither the APPLIER nor the Board shall be restricted from releasing information in response to a subpoena, court order, or legal process, but, in the event such disclosure becomes necessary, the disclosing party shall notify the other party of the demand for information at least seven (7) days prior to disclosing such information so that the other party may take any and all steps provided by law to prevent the release of such information.

16. APPLIER'S RESPONSIBILITIES:

The APPLIER shall be responsible for all terms and conditions as set forth in this Agreement.

17. NOTICES:

Any notice, correspondence or billing required to be given by the terms of this Agreement shall be delivered by hand, or delivered by mail, postage prepaid, to the addresses of the respective parties stated below:

BOARD: Clint Bassett
Water Treatment Division Manager
Board of Public Utilities
P.O. Box 1469
Cheyenne, WY 82003-1469
Telephone (307) 632-9890

APPLIER: Rob Geringer
Laramie County Public Works Director
13797 Prairie Center Circle
Cheyenne, WY 82009
Telephone: (307) 633-4302

18. CONFLICT OF INTEREST:

In entering this Agreement, the APPLIER covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with performance of the services hereunder. In addition, the APPLIER covenants that in the performance of this contract, no subcontractor or person having such an interest shall be employed. The APPLIER certifies that no one who has or will have any financial interest under this contract is an officer or employee of the BOARD.

19. ACCEPTANCE NOT WAIVER:

The BOARD'S approval of drawings, plans, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the APPLIER from responsibility for meeting terms of this Agreement. The BOARD'S approval or acceptance of, or payment for, any services shall not be construed to operate as

a waiver of any of the BOARD'S rights under this Agreement or any of its legal rights under statute and common law arising out of the performance of this Agreement.

20. DEFAULT:

Each and every term and condition herein shall be deemed a material element of the Agreement. In the event either party shall fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

21. REMEDIES:

a. In the event a party declares the other party in default hereof, said party declaring default shall notify the defaulting party in writing and such defaulting party shall be allowed a period of fifteen (15) days to cure said default. In the event that the default remains uncorrected, the party not in default may elect to: (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity.

b. In the event the APPLIER fails to strictly perform in accordance with this Agreement, the BOARD may elect to make good such deficiencies and charge the APPLIER therefore.

22. TERMINATION:

The BOARD may, by written notice to the APPLIER, terminate this Agreement in whole or in part by giving the APPLIER fifteen (15) days written notice. Upon receipt of such notice, the APPLIER shall discontinue all services affected (unless the notice directs otherwise).

23. WAIVER:

The waiver by either party of any term, condition or covenant, or breach of any term, condition or covenant, shall not constitute a waiver of any other term, condition or covenant, or breach thereof.

24. SEVERABILITY:

If any provision, section, subsection, sentence, clause, or phrase of this Agreement is invalidated by any court of competent jurisdiction, such holding shall not affect the validity of the remainder of this Agreement, which shall continue in full force and affect.

25. SUCCESSORS AND ASSIGNS:

All the terms, conditions, and provisions herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

26. ASSIGNMENT:

Neither party shall assign this Agreement without prior written consent of both parties. Any delegation or assignment shall not operate to relieve either party of its responsibilities hereunder.

27. THIRD PARTY RIGHTS:

The Parties 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 this Agreement, and shall inure solely to the

benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only the parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring action for breach of this Agreement. This paragraph is not intended nor shall it be construed to waive any of the parties' immunities.

28. ENTIRE AGREEMENT OF THE PARTIES:

This Agreement, to include Exhibits A, B, and C, contains the entire understanding of the parties. There are no other terms or conditions, written or oral, concerning or controlling this matter.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above written.

BOARD OF PUBLIC UTILITIES BY:

Bradley A. Brooks, Director

State of Wyoming)
)ss
County of Laramie)

Subscribed and sworn before me this _____ day of
_____, 20 _____.

Notary Public

My commission Expires. _____

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
LARAMIE COUNTY ATTORNEY



LARAMIE COUNTY

Commissioner

State of Wyoming)
)ss
County of Laramie)

Subscribed and sworn before me this _____ day of
_____, 20 _____.

Notary Public

My commission Expires. _____

Exhibit A

EXHIBIT A
RL SHERARD WATER TREATMENT PLANT EFFLUENT
LAND APPLICATION REQUIREMENTS

General Management Practices.

- (a) Water Treatment wastewater shall be applied only for a designated beneficial use.
- (b) Water Treatment wastewater shall be applied only in accordance with the Agreement between the parties and the Board's permit attached as Exhibit B.
- (c) Water Treatment wastewater shall not be applied to agricultural land, forest, a public contact site, or a reclamation site at an application rate that is greater than the agronomic rate for the vegetation at the site.
- (d) Water Treatment wastewater shall not be applied in a manner that will contaminate a groundwater aquifer.
- (e) Water Treatment wastewater will be applied in a manner and time that will not cause any surface runoff to leave the application site and enter surface waters of the state.

Site Isolation Requirements.

No person shall use Water Treatment wastewater on an application site except in accordance with the restrictions specified below.

- (a) Isolation of spray irrigation systems.
 - (i) Wind drift shall not leave the application site.
 - (ii) A 30-foot separation distance is required between use sites and all surface waters.
 - (iii) A 100-foot separation distance is required between use sites and all potable water supply wells.
 - (iv) Surface runoff shall not leave the application site.
- (b) Isolation distances between use sites irrigated by flood irrigation systems.
 - (i) Surface runoff shall not leave the application site.
 - (ii) A 30-foot separation distance is required between reuse sites and all surface waters.
 - (ii) A 100-foot separation distance is required between use sites and all potable water supply wells.

- (c) All tank trucks, tank carts or other vessels shall be clearly marked permanently with the words "Treated Wastewater".

Definitions. The following definitions supplement those definitions contained in Section 35-11-103 of the Wyoming Environmental Quality Act.

(a) "Contaminate a groundwater aquifer" means to introduce a substance that causes the maximum contaminant level for water quality parameters specified in Chapter 8, Wyoming Water Quality Rules and Regulations to be exceeded or that causes the existing concentration of pollutants in ground water to increase when the existing concentration of the parameters in the ground water exceeds the maximum contaminant level specified in Chapter 8, Wyoming Water Quality Rules and Regulations.

(b) "Ground water" is subsurface water that fills available openings in rock or soil material such that they may be considered water saturated under hydrostatic pressure.

(c) "Water Treatment wastewater" is water effluent from a water treatment facility. This water origination is backwash water decant, sludge supernatant or other waters normally associated with surface water treatment plant processes.

Exhibit B

WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY
WATER QUALITY DIVISION
PERMIT TO CONSTRUCT

PERMIT NO. 15-063

RL Sherard Water Treatment Plant Process Water Road Application Permit

This permit hereby authorizes the applicant:

CHEYENNE BOARD OF PUBLIC UTILITIES
1821 HAPPY JACK ROAD
CHEYENNE, WY 82009

To general statewide land application treated Class A treated wastewater loaded onto tank trucks, tank carts, or other vessels according to the procedures and conditions of the application number 15-063. The facilities are located at the Sherard Water Treatment Plant in the SW ¼ of Section 31, T14N, R67W is; Laramie County, in the State of Wyoming. All construction, installation, or modification allowed by this permit shall be completed March 11, 2020.

The issuance of this permit confirms that the Wyoming Department of Environmental Quality (DEQ) has evaluated the application submitted by the permittee and determined that it meets minimum applicable construction and design standards. The compliance with construction standards and the operation and maintenance of the facility to meet the engineer's design are the responsibility of the permittee, owner, operator and the authorized applicator.

Granting this permit does not imply that DEQ guarantees or ensures that the permitted facility, when constructed, will meet applicable discharge permit conditions or other effluent or operational requirements. Compliance with discharge standards remains the responsibility of the permittee.

Nothing in this permit constitutes an endorsement by DEQ of the construction or the design of the facility described herein. This permit verifies only that the submitted application meets the design and construction standards imposed by Wyoming statutes, rules and regulations. The DEQ assumes no liability for, and does not in any way guarantee or warrant the performance or operation of the permitted facility. The permittee, owner, operator and the authorized applicator are solely responsible for any liability arising from the construction or operation of the permitted facility. By issuing this permit, the State of Wyoming does not waive its sovereign immunity.

The permittee shall allow authorized representatives from DEQ to enter and inspect any property, premise or place on or at which the facility is located or is being constructed, treated wastewater land application or installed for the purpose of investigating actual or potential sources of water pollution, and for determining compliance or non-compliance with any rules, regulations, standards, permits or orders.

Nothing in this permit shall be construed to preclude the institution of any legal action or other proceeding to enforce any applicable provision of law or rules and regulations. It is the duty of the permittee, owner, operator and the authorized applicator to comply with all applicable federal, state and local laws or regulations in the exercise of its activities authorized by this permit.

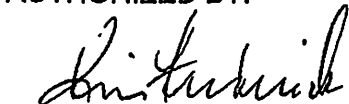
The issuance of this permit does not convey any property rights in either real or personal property or any invasion of personal rights, nor any infringement of federal, state or local laws or regulations.

The permittee shall construct and operate the permitted facility in accordance with the statements, representations, procedures, terms and conditions of the permit application, supporting documents and permit. This permit does not relieve the permittee from any duty to obtain any other permit or authorization that may be required by any provision of federal, state or local laws.

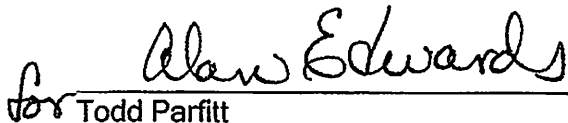
In carrying out its activities authorized by this permit, the permittee, owner and operator shall comply with all of the following permit conditions:

- 1 The applicant will provide immediate oral or written notice to the Southeast District, Water Quality Division, Herschler Building 4 West, Cheyenne, WY, 82002, Phone 307-777-7088, FAX 307-777-7610, in accordance with the provisions of Section 11, Chapter 3, Wyoming Water Quality Rules and Regulations of any changes or modifications which are not consistent with the terms and conditions of this permit.
- 2 The permittee shall deliver and insure that application of treated wastewater in accordance with the statements, representations, procedures, terms and conditions of the permit application, supporting documentations and permit. This permit does not relieve the permittee and authorized applicator from any duty to obtain any other permit or authorization that may be required by any provision of federal, state or local laws.
- 3 The permittee shall require all tank trucks, tank carts or other vessels to be clearly marked permanently with the words "Treated Wastewater".
- 4 The review and approval of this permit is based upon the items identified in the attached "Statement of Basis."

AUTHORIZED BY:



Kevin Frederick
Administrator
Water Quality Division



Todd Parfitt
Director
Department of Environmental Quality

Date of Issuance 3-16-15

SWT/rm/15-0230

STATEMENT OF BASIS

1. Permit Number: **15-063**
2. This application was reviewed for compliance with the applicable regulations ;

 Chapters 3, 21
3. Does the permit comply with all applicable regulations identified above?

 Yes
4. A review to determine groundwater impacts in accordance with Section 17, Chapter 3 was not required.

 Reuse of treated wastewater is exempted from review by Chapter 3, Section 17.
5. Documentation of Statement of Basis: The archive file for this permit includes adequate documentation of all sections of this Statement of Basis.

CERTIFICATION

The issuance of this permit is based upon a review of the application package submitted in accordance with the requirements of Chapter 3, Section 6, Wyoming Water Quality Rules and Regulations. This review was performed by Seth Tourney, Southeast District Engineer, Water and Wastewater Section, Wyoming Department of Environmental Quality /Water Quality Division, and completed on March 16, 2015. Permit issuance is recommended based upon statements, representations, and procedures presented in the permit application and supporting documents, permit conditions, and the items identified in this "Statement of Basis."

Exhibit C

WATER AGREEMENT
For Temporary Use of Water

THIS AGREEMENT, made and entered into this _____ day of _____,
20_____, by and between _____
of _____ hereinafter referred to as
(address)
the Temporary Water "USER" and City of Cheyenne-Board of Public Utilities
(water right holder's name and full address)

PO Box 1469, Cheyenne, WY 82003
hereinafter referred to as "APPROPRIATOR."

WITNESSETH:

1. Upon receiving authority from the State Engineer, State of Wyoming,
Appropriator shall deliver to the User, the total amount of _____
up to 0.4 MM gallons/day
(number of gallons)

of water from the following described appropriation:

10191

(Permit Number)

North Crow Pipeline

(Name of Well, ditch or Reservoir)

09-26-1910 (#1)

(Priority)

North Fork of Crow Creek

(Source of Supply)

12.5 cfs

(Amount of Appropriation)

SESW Section T15N R70W

(Location of Record Point of Diversion of Ditch or Outlet
of Reservoir or Well under this Appropriation)

100%

(Protion of this
Appropriation held by
Water Appropriator)

SESW Section 26, T14N, R69W

Sherard WTP Pond 3, 1821 Happy Jack Rd, 82009

(Location of User's Point of Diversion)

2. The water to be supplied by Appropriator to the User shall be supplied at a

maximum rate of

up to 1500 gpm

(gallons per minute)

with total daily diversion of

up to 400,000 gallons

(gallons per day)

and said water shall be used

in Laramie County

method and point of withdrawal, etc.

(Indicate where the water will be used and for what purpose and describe

OFFICE USE ONLY

This Agreement was received _____

Fee paid \$ _____

3. It is understood and agreed by the Appropriator that in order to satisfy the consumptive use-return flow formula set forth in Wyoming law, as it applies to direct flow appropriation, it will be necessary for the Appropriation to forego the use of up to double the amount of water diverted under this Agreement as specified in paragraphs 1 and 2, unless an adjustment is made in this requirement by the State Engineer.

4. Throughout the term of this Agreement, the User agrees that day to day water withdrawals hereunder shall be in such nearly even quantities as possible to the end that waste thereof shall not be created either by the User or by the Appropriator.

5. The User agrees to furnish one (1) copy of a sketch map, labeled as "Exhibit 0" or any other map necessary for transmittal with this Agreement showing the User's proposed point of use, as well as location of the point of diversion, water right involved, and the temporary water user's point of diversion, if different from the appropriation point of diversion. The items to be depicted on said map shall be shown with reasonable accuracy within the proper legal subdivision, section, township and range.

6. For and in consideration of the water to be furnished under the terms of this Agreement, the User agrees that Appropriator shall receive in payment thereof _____*cents per M gallon, the foregoing to be full consideration for this Agreement and paid or performed by the User at its sole cost and expense.
***subject to routine rate increases**

7. This Agreement shall be in existence and binding upon the parties hereto for a term of 24 months ** from and after the date of approval by the State Engineer or until such time as the total amount of water contracted for has been supplied, whichever occurs first, but in no event shall exceed a period of two years from the date of approval by the State Engineer. ****Unless other wise terminated**

This Agreement is made pursuant to Wyoming Statute 41-3-110 authorizing the temporary acquisition of adjudicated or valid unadjudicated water rights for highway, railroad construction or repair, drilling operations or other temporary purposes by purchase, gift or lease by the User and providing for the method of said acquisition.

USER:

BY: _____

TITLE: _____

APPROPRIATOR:

BY: _____

TITLE: _____

APPROVED:

STATE ENGINEER OF WYOMING

DATE

INSTRUCTIONS

1. This form is to be used for Agreements involving adjudicated and valid unadjudicated water rights.

2. All locations required to be given under this agreement shall be described by legal subdivision, section, township and range.

3. The sketch map furnished should show the location of the ditch, pipeline or reservoir or well, the location of the source of supply of the appropriation involved and the location of the point of diversion, the location of the area of use and brief narrative giving a general description of the proposed temporary use.

4. One (1) fully executed Agreement shall be forwarded to the State Engineer's Office. Upon approval by the State Engineer, a fully executed copy will be returned to the parties to the Agreement.

5. Required size of sketch map is 8 ½ x 11", 8 ½ x 14" or multiples thereof.

6. If applicable, the signatures of both husband and wife are required on the Agreement.

7. A fee of Fifty (\$50.00) dollars must accompany each application.

8. Where irrigation rights are involved in any agreement, the right to divert water is limited to the historic irrigation period and when any type of right is involved, water can be used only when that right is in Priority.

This Agreement can only be honored during the historic irrigation period; therefore, if water is to be used in the non-irrigation period, an application for direct flow for temporary use would be in order.)

THESE LIMITATIONS TO APPLY TO AGREEMENTS USING DIRECT FLOW WATER FOR IRRIGATION PURPOSES.

NOTE: Water Agreements will be processed as expeditiously as possible, but you should allow at least 5 working days for the processing of these agreements.