

**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:** County Commissioners

**APPLICANT:** High West

**AGENT:** Rob Geringer

**4. DESCRIPTION:** Consideration of an agreement between Laramie County and High West Energy for the infrastructure at the RV park located at Archer.

Amount \$39, 250.00

From

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

**5. DOCUMENTATION:** 2 Originals



Commissioner

Clerks Use Only:

Signatures

Ash \_\_\_\_\_

Heath \_\_\_\_\_

Holmes \_\_\_\_\_

Kailey \_\_\_\_\_

Thompson \_\_\_\_\_

Action \_\_\_\_\_

Postponed/Tabled \_\_\_\_\_

Co Attny \_\_\_\_\_

Assist Co Attny \_\_\_\_\_

Grants Manager \_\_\_\_\_

Outside Agency \_\_\_\_\_

## AGREEMENT FOR PURCHASE OF POWER

Agreement made \_\_\_\_\_, 20\_\_\_\_ between High West Energy (Hereinafter called Seller), and **Laramie County Fair** (Hereinafter called the Consumer).

### WITNESSETH:

The Seller agrees to sell and to deliver to the Consumer, and the Consumer agrees to purchase and receive from the Seller all of the electric power and energy which the Consumer may need at **RV Park located in section 27, T14N, R65W** up to 500 KW, upon the following terms:

### 1. Service Characteristics

Service hereunder shall be alternating current, three phase, sixty cycles, 120/208 volts.

### 2. Payment

a. The Consumer shall pay the Seller for service hereunder at the rates and upon the terms and conditions set forth in Schedule LP attached to and made a part of this agreement. Notwithstanding any provision of the Schedule, however, the minimum charge per month shall be **\$225.00**.

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 Consumer 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 Consumer shall become a member of the Seller and be bound by the provisions of the Articles of Incorporation and 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 Consumer, and shall remain in effect for a period of five (5) years.

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

A contribution in aid of construction in the amount of **\$39,250.00** is required with this agreement.

#### **8. Underground Service Aid to Construction**

Since underground service is requested the additional cost for underground is to be paid. That additional amount is **\$0.00**.

#### **9. Capacity Fee**

A contribution in aid of construction in the amount of \$250 per kva. For this agreement the amount is **\$0.00**.

## 10. Harmonics

Consumer shall comply with IEEE standard 519 dealing with acceptable harmonic levels. Failure to comply may result in disconnection of service.

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.

This application accepted:

HIGH WEST ENERGY

\_\_\_\_\_20\_\_\_\_

\_\_\_\_\_  
Manager

ATTEST:

\_\_\_\_\_

Laramie Co Fair by:

Signed: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_

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

Account No.	_____
Work Order	17-117
Meter Order	_____
Date Constructed	_____