

SULPHUR SPRINGS, COLORADO, APPROVING AGREEMENTS WITH
MOUNTAIN PARKS ELECTRIC, INC. FOR CONSTRUCTION OF A NEW
ELECTRIC SERVICE LINE TO THE WATER TREATMENT PLANT
INFRASTRUCTURE PROJECT AT A COST OF \$32,980.00

WHEREAS, the Town, pursuant to the American Recovery and Reinvestment Act of 2009 ("ARRA"), has received funding for and is undertaking improvements to the Town's drinking water treatment plant and related infrastructure ("ARRA Drinking Water Infrastructure Projects"); and

WHEREAS, it is necessary to have a new electric service line constructed and installed to the site of the ARRA Drinking Water Infrastructure Projects; and

WHEREAS, Mountain Parks Electric, Inc. is willing and qualified to construct and install the required new electric service line pursuant to the terms of a Site Specific Service Contract and an Underground Primary Line Trench, Conduit, and Vault Agreement (together "the Agreements") as attached hereto as Exhibit A; and

WHEREAS, the Board of Trustees desires to approve the Agreements in an amount not to exceed \$32,989.00.

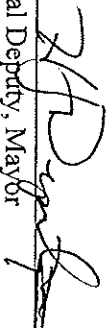
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE
TOWN OF HOT SULPHUR SPRINGS, COLORADO:

Section 1. The Board of Trustees (a) incorporates the recitations set forth above as findings of the Board, (b) approves the Agreements for construction and installation of the required new electric service line to the site of the ARRA Drinking Water Infrastructure Projects in the form as attached hereto as Exhibit A subject to revisions as authorized herein in an amount not to exceed \$32,989.00, (c) authorizes the Project Manager for the ARRA Drinking Water Infrastructure Projects and the Town Attorney, in consultation with the Mayor, to make such changes as may be needed to correct any nonmaterial errors or language that do not increase the obligations of the Town, (d) authorizes the Mayor to execute easements as may be necessary for the work to be performed under the Agreements, and (e) authorizes the Mayor to execute the same on behalf of the Town.

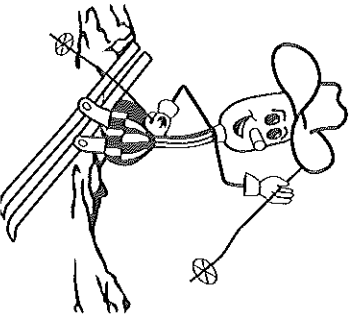
Section 2. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining issues of this Resolution.

Section 3. This Resolution shall be effective immediately upon approval of the Board of Trustees for the Town of Hot Sulphur Springs.

ADOPTED by a vote of 4 in favor and 0 against, and 0 abstaining, this 3rd day of December 2009.

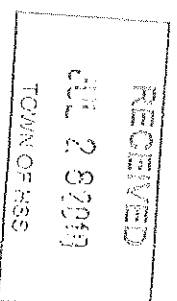
By: 
Hershah Deputy, Mayor

ATTEST:
By: 
Sandy White, Town Clerk



MOUNTAIN PARKS ELECTRIC, INC.

321 West Agate Ave. • P.O. Box 170 • Granby, CO 80446-0170
(970) 887-3378 • toll free (877) 887-3378 • fax (970) 887-3996 • mpei@mpei.com



July 26, 2010

Town of Hot Sulphur Springs
PO Box 116
Hot Sulphur Springs, CO 80451

RE: Water Treatment Plant

Dear Customer,

As of June 25, 2010 Mountain Parks Electric, Inc. Inspectors have released your project known as Hot Sulphur Springs Water Treatment Plant for completion and energizing by the MPEI Operations Department. As stated in Paragraph "e" of the "Underground Primary Line Trench, Conduit and Vault Agreement" and as discussed at the pre-construction meeting, you have thirty (30) days to return any unused/uncut material to the MPEI warehouse for a refund to be applied to your project. After the thirty (30) days, you will no longer be able to return the material to the warehouse for a refund.

Should you have any questions, please call Mountain Parks Electric, Inc. at 970-887-3378 and press #3 for the Engineering Department.

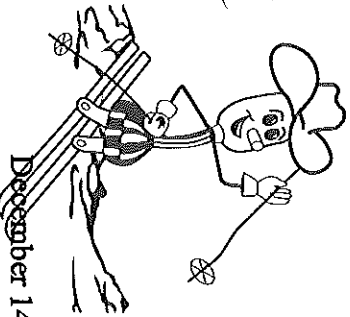
Sincerely,

Kay Requist

Kay Requist
Engineering Clerk

MPEI/kr

cc: Garney Construction



MOUNTAIN PARKS ELECTRIC, INC.

321 West Agate Ave. • P.O. Box 170 • Granby, CO 80446-0170
(970) 887-3378 • toll free (877) 887-3378 • fax (970) 887-3996 • mpei@mpei.com

December 14, 2010

Re: Work Order # 2225
Aka "water treatment plant"

Town of Hot Sulphur Springs
Hershal Deputy III
PO Box 116
Hot Sulphur Springs, Colorado 80451

Dear Consumer,

The construction was completed on the project and the final costs were reconciled. The following is a breakdown of the charges:

Total Estimated Construction Costs Paid by Consumer \$332,989.00

Total Cost of Construction

\$28,322.39*

*Actual labor, material and transportation costs and "overheads" as per our tariffs.

Total Capacity Charges

\$10,293.00

* Due to administrative error by MPEI, you were only charged \$2232.00 for the capacity charge on this 3Phase upgrade in electric service.

Difference

(\$5626.39)

* Because this difference is to due MPEI's error, management has agreed not the bill for these outstanding costs.

As noted above MPEI calculated the charges for the project incorrectly. However, MPEI management will abide by the signed contract and will absorb these costs.

Your project is closed and paid in full.

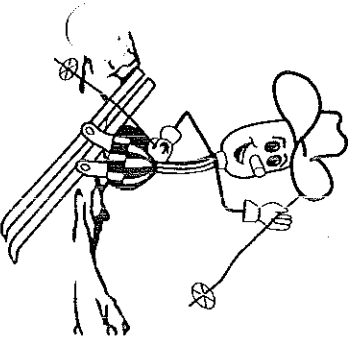
If you have any questions or comments, please don't hesitate to contact this office.

Sincerely,

MOUNTAIN PARKS ELECTRIC, INC.

Pamela A Loomis
Cost Accountant
PAL/

RECEIVED
BY: _____
DEC 15 2010



MOUNTAIN PARKS ELECTRIC, INC.

Providing energy...and more

321 West Agate Ave. • P.O. Box 170 • Granby, CO 80446-0170
(970) 887-3378 • toll free (877) 387-3378 • fax (970) 887-3996 • mpei@mpei.com

November 18, 2009

HSS Water Treatment Plant
PO Box 116
Hot Sulphur Springs CO 80451

Dear Customer,

Enclosed please find the following documentation for the upgrade to your primary and secondary electric service 200 Maple Street:

- Three copies of the "Site Specific Contract" – Please sign two of the contracts where noted and return with your payment of \$30,689.00 in the enclosed envelope. The total estimated cost of the project is \$32,989.00. MPEI has previously received an Engineering Deposit of \$500.00 and has invoiced for an additional \$1,800.00 and upon receipt of that amount the balance due will be \$30,689.00. The \$48.00 connect fee will be charged on the first billing. The "copy" is for your file. We will return one original contract to you after a Mountain Parks Electric, Inc. representative has signed it.
- Three copies of the "Trench, Conduit, and Vault Agreements" – Please sign two of the contracts where noted, keep the "copy" for your file, and we will return one original contract to you after a Mountain Parks Electric, Inc. representative has signed it.

Before the meter can be set please provide Mountain Parks Electric, Inc with a copy of the building permit. You will be responsible for installation of the trench, conduit, vaults, junction pedestals, and other materials as stated in the Agreement. Also, the secondary underground service from the transformer to the post mounted meter assembly is your responsibility. This includes the trenching/backfill, installation of post mounted meter assembly, conduit, and secondary wire. The installation needs to be in compliance with MPEI's 2009 *Electric Service Construction Standards Part 1 & 2*. Copies of these booklets are enclosed along with a copy of the preliminary site drawing for your records, the construction drawing(s) will be issued at the pre-construction meeting.

After receipt of the paperwork and fees a Mountain Parks Electric representative will contact your contractor to schedule a pre-construction meeting. Any primary installations should not be started until **AFTER** the pre-construction meeting. If the Inspectors choose, they may require you to redo some or all of these installations.

Should you have any questions, please call our office.

Sincerely,

Kay Requist
Kay Requist
Engineering Clerk

MPEI/kr
Enclosures

2225

Your Touchstone Energy® Cooperative



**MOUNTAIN PARKS ELECTRIC, INC.
SITE SPECIFIC SERVICE CONTRACT
200 MAPLE**

The undersigned (hereinafter called the "Member") hereby agrees to construction of a new service line by Mountain Parks Electric, Inc. (hereinafter called "Cooperative") for Member's property located within Section 2, Township 1N, and Range 78 West of the 6th P.M., in the County of Grand, in the State of Colorado.

ROVISIONS FOR ELECTRIC SERVICE:

1. The Cooperative and Member shall install electric lines and equipment necessary to supply the service in accordance with the Cooperative's current "Electric Service Construction Standards". The Cooperative shall install, own, operate and maintain the underground electric distribution facilities to provide electric service in accordance with its Tariffs to the location covered by this agreement only. The permanent meter is to be located on the post mounted meter assembly. The member is responsible for the secondary underground service from the transformer to the post mounted meter assembly. This includes the trenching/backfill, installation of the conduit, secondary wire, and post mounted meter assembly.
2. The Member agrees to pay the Cooperative, in advance of construction the estimated construction charge and capacity charge shown below to construct a line extension to supply a single phase, 277/480 volt, 400 amp electric service (with capacity designed to meet Member's Load Data Sheet information). **This estimate is good for 90 days from the date of the contract.** Estimated construction charges apply to new residential services rated more than 320-amps, upgrades of existing service, all commercial services, gang-metered multiple-unit services, all three-phase services, all primary line extensions and relocations, subdivisions, and other projects. **Contract charges will be based on MPEI's engineering estimate of construction costs, and actual construction charges will be reconciled with the contract payment upon completion of all work in accordance with the contract terms.** The Member agrees to pay additional costs up to actual construction charges of the Cooperative. Upon completion of the project the Cooperative will refund any difference between actual and estimated costs for Member overpayments in excess of \$100.00 or will invoice the Member for all underpayments in excess of \$500.00. The Member agrees to pay the Cooperative any invoiced difference within 30 days. Payments not made within 30 days of the invoice shall bear interest at the rate of 8% per annum until paid.
3. The Cooperative will bill the Member a meter connect fee for **TEMPORARY CONSTRUCTION SERVICE**, if temporary power is needed. Temporary construction service is for project construction only and will be billed at the General Service -Small Rate. If temporary service is in use more than eighteen months, the service must be reevaluated and either retired or meet the requirements to be connected as permanent. The Cooperative will bill the Member meter connect fee for **PERMANENT SERVICE**.
4. **Member Installed Underground Secondary Lines (if applicable).** The Member shall obtain all easements required by the Cooperative for lines across adjacent property. The Member shall furnish and install, at their own expense, excavation, conduit, backfill, compaction, cleanup, reclamation, secondary cable, pedestal, and other facilities from the utility supply point to the meter location in accordance with the Cooperative's "Electric Service Construction Standards" and all local building codes. The Member shall obtain permission from the owners whose property is to be crossed, all necessary excavation permits, drainage control plan, and utility locations prior to excavation. Member shall repair, at its expense, any excavation settlement and damage to the asphalt paving or other surface or subsurface improvements caused by such settlement resulting from work performed for a period of two (2) years beginning on Cooperative's in-service date; if Member fails to repair such damage within 30 days of receipt of notice by the Cooperative specifying the damage, the Cooperative shall make the repairs and Member shall reimburse the Cooperative for its cost to repair the damage. Member at its expense shall stop the growth of thistles and/or other noxious weeds in all areas disturbed by excavation. The Member shall be obligated to properly locate and construct the facilities within the easement and at the proper depth below finished grade. Should it ever be discovered that such facilities have not been properly located within dedicated or conveyed and recorded utility easements, or at the proper depth, it shall be the obligation of Member to provide new easements for the actual location of the facilities, or to relocate the facilities within the easement, all of which shall be at the sole cost and expense of Member.
5. In the event that unforeseen conditions arise or are encountered to install poles or anchors the Member will be assessed an additional charge. Unforeseen conditions include, but are not limited to, rock, sand, water, removing spoils, stump removal, utility crossings, etc. If water diversion or removal is necessary, the Member shall provide a pump or other diversion equipment at his or her own expense. Unforeseen condition expenses incurred by the Cooperative shall not become part of the "estimated charge" as used in paragraph "2" above, but shall be a charge in addition to the estimated construction charge payment.

UNDERGROUND PRIMARY LINE TRENCH, CONDUIT, AND VAULT AGREEMENT

This agreement is made and entered into this 18th day of November, 2009, between HSS WATER TREATMENT PLANT and whose mailing address is PO BOX 1116, HOT SULPHUR SPRINGS, CO 80451, hereinafter called "Owner", and Mountain Parks Electric, Inc., a Colorado corporation whose physical address is 321 West Agate Ave. Granby, Colorado 80446, hereafter called "Cooperative".

WHEREAS, Cooperative has been requested by Owner to provide underground electric facilities, hereinafter called "Facilities", to serve a project known as 200 MAPLE hereinafter called "Project"; and,

WHEREAS, Owner is required to provide all excavation, conduit and vault installation, backfill, compaction, and cleanup needed to construct said requested Facilities; and,

WHEREAS, Owner owns real property located within Section 2, Township 1N, and Range 78 West of the 6th P.M. in the County of Grand in the State of Colorado, hereinafter called "Property", which Property is the real property where the Project is being developed; and,

WHEREAS, installation of Facilities to serve the Project may require trenching or other excavation on certain real property adjacent to the Project located within Section _____ Township _____ and Range _____ West of the 6th P.M. in the County of _____ in the State of Colorado, hereinafter called "Adjacent Land".

NOW, THEREFORE, Owner and Cooperative agree as follows:

1. Owner shall provide all right-of way clearing, field staking, excavation, conduit, vault, and ground rod installation, backfill, compaction, cleanup, reclamation, and restoration necessary for installation of Facilities to serve the Project. Such excavation shall be located as shown on the construction plans provided by Cooperative, and performed in accordance with Cooperative's "Electric Service Construction Standards Part 2-Primary Line Extensions & Subdivision Projects" and inspector requirements. Any deviation from the approved construction plans will not be made unless approved by Cooperative in writing in advance. All Facilities installed hereunder shall be inspected during construction by Cooperative and shall meet all Cooperative requirements prior to acceptance of such Facilities by Cooperative.
- a. Prior to commencement of any work hereunder, Cooperative shall furnish to Owner its "Electric Service Construction Standards Part 2-Primary Line Extensions & Subdivision Projects" and such specifications and standards are made a part hereof by reference.
- b. All Facilities installed within the Property and Adjacent Land shall be within dedicated or conveyed and recorded utility easements.
- c. The top of all Cooperative conduits installed hereunder shall be located a minimum of 48" below the final grade the ground surface.
- d. A twelve-inch (12") minimum separation will be maintained between conduits installed for the Facilities and all other new or existing underground utilities. Wherever possible, this separation will be horizontal. The Facilities conduit separation from parallel gas, other fuel, water, and sewer lines shall be a minimum of ten feet (10') wherever practicable. The separation at all utility line crossings shall be a minimum of twelve inches (12") measured vertically; all crossings should be done at a right angle to the extent practicable.
- e. Cooperative will supply the necessary conduit, vaults, and ground rods for installation by the Owner upon completion of contractual arrangements. Owner assumes responsibility for all material lost or damaged after such material has been issued to and signed for by Owner or by an agent of Owner. After installation by the Owner and acceptance by Cooperative, Cooperative shall continue as the owner of the conduit, vaults and related structures and facilities. Unused material may be returned to Cooperative for refund. Material must be returned within 30 days of completion of the excavation. Material returned shall be in new, unused condition and shall be un-cut, or un-opened. An owner may, at his choice, transfer the material to a subsequent project without returning it to the Cooperative warehouse. The Cooperative inspector shall complete the necessary paperwork to facilitate the transfer.
- f. If conduit and/or vault installation provided by Owner for the Project are found to be unusable or improperly constructed, irrespective of whether such discovery is made during or after installation, Owner will be responsible for correcting said problems at its expense as specified by Cooperative for a period of two (2) years beginning on the Cooperative's in-service date. If Owner fails to repair such damage within 30 days of notice from Cooperative specifying the damage, the Cooperative shall make the repairs and Owner shall reimburse Cooperative for its cost to repair the damage.
- g. Owner shall perform the work within the recorded easements, and shall restore any damage to property condition as good as it was found.
2. Despite the fact that the Cooperative reserves the right to specify acceptable work performed hereunder, Owner shall perform work hereunder as an independent contractor, including, but not limited to, the hiring and firing of its own employees, providing its own tools and equipment, payment of all wages, taxes, insurance, employee withholdings, and fees connected with its work on the Project.
3. Owner shall obtain all necessary digging permits, drainage control plan, permission and easements from owners of adjacent property to be crossed and utility locations prior to excavation for work performed hereunder. Owner shall repair all damage caused during excavation promptly and at its expense. No excavation will be undertaken within two (2) feet of existing underground electric facilities except under the on site supervision of a qualified Cooperative employee. For entry into existing vaults, a qualified Cooperative employee shall be present for excavation undertaken within two (2) feet of the existing vault. When intercepting existing underground power lines, Owner shall excavate by hand a minimum of fifty (50) feet in either direction to expose each existing cable to be intercepted.
4. Owner shall indemnify, save, and hold harmless Cooperative, its employees and agents, against any and all loss, liability, claims, expense, suits, causes of action, or judgments for damages to property or injury or death to persons that may arise out of work performed hereunder, or because of a breach of any of the promises, covenants, and agreements herein made by the Owner. Owner shall promptly defend Cooperative whenever legal proceedings of any kind are brought against it arising out of work performed hereunder. In the event Owner shall fail to promptly defend Cooperative, it shall be liable to Cooperative, and shall reimburse it, for all costs, expenses and attorney fees incurred in defending any such legal proceeding. Owner agrees to satisfy, pay, and discharge any and all judgments and fines rendered against Cooperative arising out of any such proceedings. Owner also agrees to promptly satisfy and pay any monetary settlements of disputes that arise hereunder, provided Owner has been given the opportunity to join in such settlement agreements. The above indemnification clause shall not apply to state and local governments or local service districts. In lieu thereof, whenever Owner is a government or district it shall procure and maintain in effect a

MOUNTAIN PARKS ELECTRIC, INC.
SITE SPECIFIC SERVICE CONTRACT
200 MAPLE

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UNDERGROUND PRIMARY LINE TRENCH, CONDUIT, AND VAULT AGREEMENT

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WHEREAS, Cooperative has been requested by Owner to provide underground electric facilities, hereinafter called "facilities", to serve a project known as 200 MAPLE hereinafter called "Project"; and,

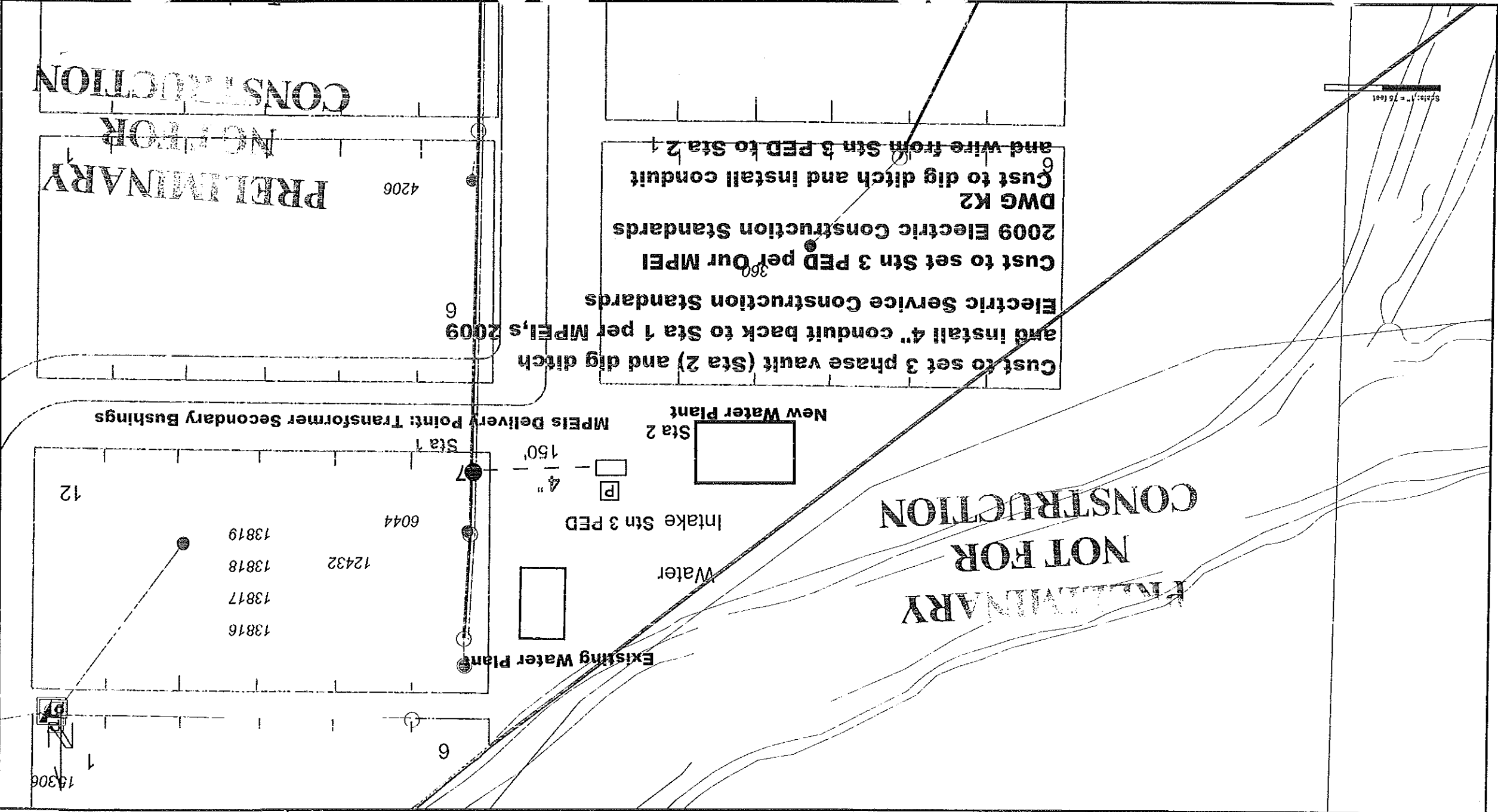
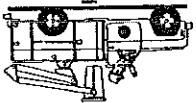
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WHEREAS, Owner owns real property located within Section 2, Township 1N, and Range 78 West of the 6th P.M. in the County of Grand in the State of Colorado, hereinafter called "Property", which Property is the real property where the Project is being developed; and,

WHEREAS, installation of Facilities to serve the Project may require trenching or other excavation on certain real property adjacent to the Project located within Section _____, Township _____, and Range _____ West of the 6th P.M. in the County of _____ in the State of Colorado, hereinafter called "Adjacent Land".

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- d. A twelve-inch (12") minimum separation will be maintained between conduits installed for the Facilities and all other new or existing underground utilities. Wherever possible, this separation will be horizontal. The Facilities conduit separation from parallel gas, other fuel, water, and sewer lines shall be a minimum of ten feet (10') wherever practicable. The separation at all utility line crossings shall be a minimum of twelve inches (12") measured vertically; all crossings should be done at a right angle to the extent practicable.
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2. Despite the fact that the Cooperative reserves the right to specify acceptable work performed hereunder, Owner shall perform work hereunder as an independent contractor, including, but not limited to, the hiring and firing of its own employees, providing its own tools and equipment, payment of all wages, taxes, insurance, employee withholdings, and fees connected with its work on the Project.
3. Owner shall obtain all necessary digging permits, drainage control plan, permission and easements from owners of adjacent property to be crossed and utility locations prior to excavation for work performed hereunder. Owner shall repair all damage caused during excavation promptly and at its expense. No excavation will be undertaken within two (2) feet of existing underground electric facilities except under the on site supervision of a qualified Cooperative employee. For entry into existing vaults, a qualified Cooperative employee shall be present for excavation undertaken within two (2) feet of the existing vault. When intercepting existing underground power lines, Owner shall excavate by hand a minimum of fifty (50) feet in either direction to expose each existing cable to be intercepted.
4. Owner shall indemnify, save, and hold harmless Cooperative, its employees and agents, against any and all loss, liability, claims, expense, suits, causes of action, or judgments for damages to property or injury or death to persons that may arise out of work performed hereunder, or because of a breach of any of the promises, covenants, and agreements herein made by the Owner. Owner shall promptly defend Cooperative whenever legal proceedings of any kind are brought against it arising out of work performed hereunder. In the event Owner shall fail to promptly defend Cooperative, it shall be liable to Cooperative, and shall reimburse it, for all costs, expenses and attorney fees incurred in defending any such legal proceeding. Owner agrees to satisfy, pay, and discharge any and all judgments and fines rendered against Cooperative arising out of any such proceedings. Owner also agrees to promptly satisfy and pay any monetary settlements of disputes that arise hereunder, provided Owner has been given the opportunity to join in such settlement agreements. The above indemnification clause shall not apply to state and local governments or local service districts. In lieu thereof, whenever Owner is a government or district it shall procure and maintain in effect at



PRELIMINARY
 NOT FOR
 CONSTRUCTION

PRELIMINARY
 NOT FOR
 CONSTRUCTION

Electric Service Construction Standards
 Cust to set SIn 3 PED per Our MPEI
 2009 Electric Construction Standards
 DWG K2
 Cust to dig ditch and install conduit
 and wire from SIn 3 PED to Sta 2

MPEI's Delivery Point: Transformer Secondary Bushings