

Work Order # R4 162647
4S 11 24AA 1600
33100 Cape Kiwanda DR

Tillamook County
201 Laurel Ave
Tillamook, OR 97141

**TILLAMOOK PEOPLE'S UTILITY DISTRICT
LINE EXTENSION AGREEMENT**

The Tillamook People's Utility District, hereinafter referred to as "District", and the Undersigned mutually agree to the terms and conditions set forth below:

District hereby agrees to construct and maintain all electric lines, facilities, machinery, and apparatus which the District determines to be required for the delivery of electricity to the point of delivery, approved by the District. Installation, construction, and maintenance of the above shall be under the complete control of the District. The undersigned acknowledges that all electric lines, machinery, and facilities on the source side of the point of delivery which may be required shall become the sole property of District. Before completion of construction and all connections, Undersigned shall not assign any rights hereunder without District's prior written consent. The covenants, conditions, and terms of this agreement shall be binding upon Undersigned, Undersigned's assigns, successors, heirs, and personal representatives. This connection may require service be provided undersigned by way of a temporary connection. For this connection, as well as for the permanent connection, undersigned hereby grants District an easement and, in this regard, undersigned shall sign such additional documents as District may reasonably require.

The District estimates that the cost for 1 connection(s) to be served under this Agreement shall be \$67,999.86 dollars to be paid prior to the commencement of construction. This estimate is valid for 180 days from October 16, 2023, and all electric lines, facilities, machinery, and apparatus for this connection must be installed within this 180-day period or the Agreement and estimate become null and void. New estimates will be prepared using policies in effect at the time the new estimate is prepared. The estimate does not include PUD account processing fee(s) which will appear on first month's electrical bill. **The Undersigned shall receive reimbursement from subsequent permanent service connections made to this line extension provided that Undersigned's investment is over \$10,000 dollars and provided the subsequent extensions are made within ten (10) years of the execution of this agreement. Such reimbursements shall be applied first to the loan balance of the Undersigned in the event this line extension is financed through the District. The amount of reimbursement will be calculated in accordance with District's Policy Bulletin 4-2. Reimbursements are not allowed for additional connections off developer extensions, or the permanent service for area or street lighting purposes, or for approved attachments by licensees of the District.** At all times, District shall have complete right of inspection, ingress, and egress, rights-of-way, and all easements necessary for the line extension work. The District reserves the right to interrupt service without notice for any reason, including but not limited to repair or inspection of any aspect of the District's electrical system. The undersigned agrees to hold from any damage, loss, or injury to persons or property resulting from any outage, interruption of service, or deviation in power quality not caused by the willful and intentional fault of the District.

Undersigned shall abide by, perform, and be subject to all laws, rules, regulations, ordinances, and policies, now or hereafter enacted by District and all federal, state, county, and city governmental bodies and agencies thereof, with particular reference herein made to District Policy Nos. 4-2, 4-7, and 4-13. **UNDERSIGNED HEREBY ACKNOWLEDGES THAT UNDERSIGNED HAS BEEN PROVIDED AN OPPORTUNITY FOR REVIEW OF THE ABOVE POLICIES, WHICH ARE BY THIS REFERENCE MADE A PART OF THIS AGREEMENT.**

On default by the Undersigned for any reason of this agreement, any policy of the District or any other agreement or obligation, the District may stay further construction, maintenance, and service to the Undersigned until such default is cured. Upon ten (10) days written notice of default by District and Undersigned's failure to cure such default within said period of time, District may terminate this agreement and all service to Undersigned, without waiver of its right to collect any sum in damages owned to it by Undersigned. Assertion or non-assertion of any rights and remedies by District shall not be a waiver of any rights or remedies.

All previous communications between the parties hereto, either verbal or written, with reference to the subject matter of this agreement are hereby abrogated and this agreement shall constitute the complete agreement between the parties.

Undersigned represents, warrants, and covenants that Undersigned is (are) the sole owner(s) in fee simple and all necessary persons having any right, interest, claim or lien therein have executed this agreement except:

The parties hereto have executed this agreement in on the dates noted below:

UNDERSIGNED

TILLAMOOK PEOPLE'S UTILITY DISTRICT

Date: _____

Date: _____



Tillamook People's Utility District

Directors
David L. Burt
Valerie S. Folkema
Harry E. Hewitt
Douglas S. Olson
Barbara A. Trout

A Customer-Owned Electric Utility

Office: 503.842.2535 • Toll-free: 800.422.2535 • Fax: 503.842.4161

www.tpud.org

October 16, 2023

Todd Simmons
GENERAL MANAGER

Tillamook County
Rachel Hagerty
201 Laurel Ave
Tillamook, OR 97141

Received

NOV 07 2023

Tillamook County
Board of Commissioners

RE: Estimate for Electrical Service
Work Order No. 162647
Property Located at 33100 Cape Kiwanda DR, Pacific City

Dear Rachel:

I have prepared a cost estimate to install 800-amp 277/480-Volt underground electrical service to the above-mentioned address. This job will require the installation of conduits and an E19 vault and lid. It is the consumer's responsibility to provide and install all vaults, conduit, mule tape pull rope, trenching, bedding, backfill, secondary conductor, CT enclosure, meter base, and secondary NEMA 2-hole lugs in accordance with TPUD standards as published in our Customer Guide to Electrical Services Requirements booklet. This may be viewed on our website (www.tpud.org).

Scheduling this work will require an outage on one of the local businesses. Substantial advance notice will be required as part of this scheduled work.

The total estimated cost of construction for TPUD-supplied electrical facilities is \$67,999.86. This amount will need to be paid to TPUD before the construction can be scheduled. This estimate is valid for 180 days from the date of this letter. All electric lines, facilities, machinery, and apparatus for this connection must be installed within this 180-day period or the estimate becomes null and void. New estimates will be prepared using policies in effect at the time the new estimate is prepared.

This proposal contains the entire agreement between the parties regarding the cost estimate and plan of service. The District shall not be bound by oral agreements or discussions that occur prior to the effective date of this letter. This estimate is based upon assumptions that the District developed from information provided by the customer. If the District determines, in its discretion, that these assumptions or information have changed, the District shall reserve the right to modify the plan of service and the cost estimate.

You are required to notify Tillamook PUD-Engineering if load requirements at this service location change significantly. Tillamook PUD conducts routine inspections and monitoring; if load measurements consistently exceed PUD equipment ratings, you will be contacted and could be responsible for the cost of any damages and/or upgrades deemed necessary to ensure the safety and protection of utility equipment and personnel.

Enclosed is a checklist of the items that must be completed before your service can be installed. Remember, before backfilling the trench, contact the Engineering Department for approval of your installation.

If you have any questions, please call me at the number listed below.

Sincerely,
TILLAMOOK PEOPLE'S UTILITY DISTRICT

Derek Mickelson
Systems Engineer
503-815-8629

DM:ja

Enclosure

P. O. Box 433 • 1115 Pacific Avenue • Tillamook, OR 97141-0433
Tillamook People's Utility District is an equal opportunity provider and employer.



Electric Service Checklist

NAME: Tillamook County

WORK ORDER: 162647



It is the property owner's responsibility to provide this checklist to their contractor.

All checked items must be completed before service will be installed.

If multiple return visits to the site are necessary for inspections or safety watches, additional costs will apply and/or may cause delays.

Application for Electrical Service Form

- Complete the enclosed Application for Electrical Service form and return to the Tillamook PUD Engineering Department.
- The contractor is responsible for notifying the homeowner to initiate a name change from the contractor to homeowner.

Easement

- Provide the property's legal description from which an easement can be prepared to allow for the placement of electrical facilities on your property.
- An easement form will be sent to you shortly. Have all parties having right, title, and/or interest sign the form in the presence of a notary.
- Provide documentation for authorized signers for corporations, limited liability corporations, life estates, trusts, or public agencies.

Inspections

- Before backfilling the trench, contact Tillamook PUD's Field Engineer, at 503-815-8629, for approval of your installation. **Allow two working days.**
- Have your meter base/service entrance equipment inspected and approved by the Oregon State Electrical Inspector. (For inspection, call 503-842-1815.) **The customer is responsible to notify Tillamook PUD when the service has been approved ("green-tagged") by the Electrical Inspector.**

Line Extension Agreement

- Sign and return the line extension agreement to the Tillamook PUD Engineering Department. (A copy will be returned to you when the job is completed.) Pay the balance shown on the line extension agreement either by cash, check, or credit card (up to \$5,000). **This estimate is valid for 180 days from the date of the line extension.**

Right-of-Way Clearing

- Clear right-of-way to appropriate distance on each side of pole line as follows:
 - Secondary service = 5 feet each side, for a total of 10 feet
 - Single-phase primary = 10 feet each side, for a total of 20 feet
 - Three-phase primary = 20 feet each side, for a total of 40 feet

Meter Bases/Loops

- The customer is responsible for the installation of an approved meter base at a location authorized by a Tillamook PUD Field Engineer.
- Multiple unit buildings shall have permanent engraved labels on each meter base for meter-to-unit identification.
- Have pre-assembled meter loop available at the job site for Tillamook PUD to hang on the pole.

T-8 Form (Reimbursable Work Order Form)

- Sign and return the enclosed T-8 form to the Tillamook PUD Engineering Department. Pay the balance shown on the T-8 Form either by cash, check, or credit card (up to \$5,000). **This estimate is valid for 180 days from the date of the T-8 Form.**

Underground Services

- Provide Tillamook PUD with name of boring contractor, their CCB# and Insurance information from which a Road Permit Application can be prepared to allow for the placement of electrical facilities in the road right-of-way.
- The customer is responsible for providing and installing all vaults and conduits. The customer is required to follow requirements for all conduits, conduit cement, trenching, backfill, and bedding in accordance with *Tillamook PUD Customer Guide to Electric Service Requirements* book (available at the District office or online at www.tpud.org).
- Place Tillamook PUD-supplied warning tape (available at the District office) in the trench 12 inches above the electrical conduit.
- Conduit for primary voltage conductors **shall measure 48 inches to top of pipe.** Conduit size shall be:
 - 2 inch
 - 3 inch
 - Other: 6-inch
- Conduit for secondary and service of voltage conductors **shall measure 36 inches to top of pipe.** Conduit size shall be:
 - 2 inch
 - 3 inch
 - Other: Customer owned
- Install ½ -inch mule tape pull rope in the conduit.
- Safety Watch is required when installing conduit into a pedestal or vault.** Call the Operations Department (503-815-2182) to schedule a Safety Watch.
- Other: _____