

PORT OF BROOKINGS HARBOR
Special Commission Meeting
Monday, February 20, 2023 • 10:00am
Teleconference / Meeting Room *(limited capacity)*
16350 Lower Harbor Road Suite 202, Harbor OR, 97415

Teleconference Call-In Number: 1 (253) 215-8782

Meeting ID: 771 205 4017

Passcode: 76242023

(to mute/unmute: * 6)

TENTATIVE AGENDA

1. CALL MEETING TO ORDER

PAGE

- Roll Call
- Modifications, Additions, and Changes to the Agenda
- Declaration of Potential Conflicts of Interest

2. APPROVAL OF AGENDA

3. PUBLIC COMMENTS – Limited to a maximum of three minutes per person. Please email your comments to danielle@portofbrookingsharbor.com prior to the meeting if you are calling in.

4. ACTION ITEMS

- A. Coos Curry Electric Construction Contract

5. INFORMATION ITEMS

- A. None

6. COMMISSIONER COMMENTS

7. REGULAR MEETING DATE – Wednesday, March 15, 2023 at 2:00pm

8. ADJOURNMENT

A request for an interpreter for the hearing impaired, for those who want to participate but do not have access to a telephone, or for other accommodations for persons with disabilities should be made at least 48 hours in advance of the meeting to Port of Brookings Harbor Office at 541-469-2218.

ACTION ITEM – A

DATE: February 20, 2023
RE: Coos-Curry Electric Service Upgrade
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Acting Port Manager

OVERVIEW

- Coos-Curry service upgrades were not included in the bid price for RV Park Project.
- All Coos-Curry service upgrades will be a Port's expense.

DOCUMENTS

- Contract for Coos-Curry Electric Service Upgrade, 4 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve contract for Coos-Curry Electric service upgrade in the amount of \$8,528.07.

Work Order# 230116
Structure# BBB1-1LL1-1T
Date: February 14, 2023

WR# 35058
Location# 4113080026

**COOS-CURRY ELECTRIC COOPERATIVE, INC.
ELECTRIC SERVICE AND LINE CONSTRUCTION CONTRACT**

This Contract made and entered into this _____ day of _____, 20____, by and between **BROOKINGS PORT COMMISSION** (the "Member") and COOS-CURRY ELECTRIC COOPERATIVE, INC., PO BOX 1268, PORT ORFORD, OR 97465 (the "Cooperative").

WHEREAS, the Member has requested the Cooperative to install electric facilities as described: A secondary service upgrade from a 200-amp service to a 600-amp service at 16024 Boat Basin Rd, Brookings, Or.

On a parcel of land located in the S ½ of the NE ¼ of Section 8, Township 41 South, Range 13 West, Willamette Meridian, Curry County, Oregon. Tax Lot #1500 (Map 41-13-08A)
(Port of Brookings Harbor Beachfront RV Park)

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, it is mutually agreed as follows:

1. SALE

The Cooperative agrees to sell and deliver to the Member, under the terms and conditions hereof, and the Member agrees to purchase and pay for electric power and energy located on the above-referenced Member's property.

2. SERVICE CHARACTERISTICS

Delivery facilities will be installed, owned and maintained by the Cooperative.

Member is not allowed to change power requirements or horse power without the written permission of the Cooperative.

The Cooperative reserves the right to disconnect the Member's service equipment from the Cooperative's system at any time during the life of this service, if the Cooperative experiences system power quality problems caused by the Member's facilities operating on the Cooperative's system. The Member, at his/her expense, agrees to install the necessary equipment to remedy power quality problems caused by the Member.

3. SCOPE OF WORK

The Cooperative will install one 100 KVA pad mount transformer, two runs of approximately 15 feet of 350 MCMUALX wire, and one 600-amp CL20 CT meter.

4. **COST OF CONSTRUCTION VALID FOR 60 DAYS**

<u>Item</u>	<u>Description</u>	<u>Total</u>
A.	COST OF CONSTRUCTION:	\$ 8,528.07
B.	ENGINEERING FEE	\$< 0.00 >
	TO BE PAID BY MEMBER PRIOR TO CONSTRUCTION	\$ 8,528.07

The costs above are valid for sixty (60) days. If Cooperative construction is delayed more than 180 days, a new cost may be prepared and, if necessary, costs recomputed. If the construction is cancelled, any construction fees already advanced will be refunded, less the Engineering Fee, any additional engineering costs and those funds advanced for special equipment and/or long-lead time material.

The Cost of Construction shall be paid in full by the Member prior to any material being ordered or any actual construction beginning.

The above Cost of Construction does not include additional costs due to unnecessary problems, delays, changes, etc. caused by the Member or Member's contractor(s) or subcontractor(s). If additional costs are anticipated, as determined solely by the Cooperative, a new cost will be prepared and shall be paid in full by the Member before any further materials will be ordered or construction activities recommenced.

5. **PAYMENT SCHEDULE**

Member shall pay the Cooperative for service hereunder at the rates and upon the terms and conditions set forth in the applicable Rate Schedule of the Cooperative. It is understood and agreed that the Cooperative has the absolute right to establish, amend, or supplement rate charges and payment requirements for services rendered hereunder as determined to be necessary or appropriate by the Board of Directors of the Cooperative.

6. **MEMBERSHIP**

The Applicant shall become a member of the Cooperative, if not already a member, by applying and paying the membership fee and is hereby bound by the provisions of the Articles of Incorporation and Bylaws of the Cooperative as amended from time to time, and by such policies, rules and regulations as may be adopted from time-to-time by the Cooperative's Board of Directors.

7. CONTINUITY OF SERVICE

The Cooperative shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy. The Cooperative is not, however, guarantor of power supply, and shall be excused from performance under this Contract and shall not be liable for any loss or damage sustained by the Member (a) if the supply of electric power and energy, or facilities, equipment, parts or material shall fail, be interrupted, curtailed, or become defective, through an Act of God, governmental authority, action of elements, public enemy, accident, strikes, labor trouble, required maintenance work, or any other cause beyond the control of the Cooperative; or (b) if the wholesale power supply to the Cooperative is unavailable, restricted, curtailed or interrupted.

8. TERM OF LINE EXTENTION CONTRACT

This Contract shall become effective on the date executed. Member will comply with the general provisions outlined in the Cooperative's Policy No. 300-060, Line Construction Policy.

9. MAINTENANCE AND OWNERSHIP OF FACILITIES

The delivery facilities installed by the Cooperative upon the premises shall be maintained by the Cooperative and shall remain the property of the Cooperative notwithstanding the attachment of such facilities to the premises, and shall not be subject to any voluntary or involuntary encumbrance or disposition of any nature allowed or caused by the Member. It is agreed and the Member specifically grants to the Cooperative, a permanent easement across and upon the premises as specified in the Cooperative's Policy No. 300-060, Line Construction Policy, for the purpose of installation of the delivery facilities, and for the maintenance, repair, replacement, inspection, and relocation of such facilities, or for any other purpose reasonably related.

10. DUE AUTHORIZATION

The Member represents that he/she has the authority to execute this Contract, and that all persons required to create terms, conditions and contracts have executed this Contract below.

11. BINDING EFFECT

It is mutually agreed by and between the parties hereto that the conditions, terms, and covenants of this Contract shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

12. SPECIAL CONDITIONS

Member will be responsible for back-filling and compaction of trench to the Cooperative's satisfaction. Prior to back-filling, a Cooperative representative will inspect and approve the installation. The Cooperative will allow joint use of its facilities in accordance with existing joint use agreements that conform to applicable state codes (excluding sewer and gas). The Cooperative may allow the Member to participate toward the construction of facilities (i.e. trenching and conduit installation). In these instances, the Member agrees to indemnify, defend and hold harmless the Cooperative and its directors, officers, agents, owners, and employees from all claims of whatsoever nature or kind, including those brought by employees or subcontractors of the Member, arising out of or as a result of any act or failure to act, whether or not negligent, in connection with the performance of the work to be performed pursuant to this Contract by the Member, its employees, agents and subcontractors.

13. ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have entered into this Contract as of the date written below.

SIGN by Authorized Signatory
For: BROOKINGS PORT COMMISSION
(Sign document using blue ink)

Date:

Print Name For: BROOKINGS PORT COMMISSION
(Sign document using blue ink)

Title

Return Signed Original to:
Coos-Curry Electric Cooperative, Inc.
Engineering Aid
PO Box 1268
Port Orford OR 97465

Rev 07/27/2011