

Contract Review Sheet

Contract for Services

PW-7202-26

Title: Electrical Service for Mill City Wastewater Treatment Plant

Contractor's Name: Pacific Power

Department: Public Works Department

Contact: Alicia Jones

Analyst: Sabrina Hay

Phone #: 503-373-4320

Term - Date From: Execution

Expires: 60 months after service begins

Original Contract Amount: \$ 182,617.00

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 182,617.00

Amd% 0%

Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 50-0010 General Exemptions (IGAs Grants QRFs)

Department

Description of Services or Grant Award

General Service Contract with Pacific Power for a 3-phase industrial electric service for Mill City & Gates Wastewater Treatment Facility. The contract includes these cost elements:

Extension Costs: County must cover \$182,617.00 of the construction/improvement cost to bring power to the treatment facility. This amount is due upon contract execution. County is eligible for a refund of a portion of this amount if/when other Pacific Power customers utilize the new service extension within the next five years.

Monthly Billing: Electrical service for 60 months will begin when construction/improvements are completed and Pacific Power is ready to supply service to the facility. The monthly cost will be determined by usage and will be assigned to Mill City under a separate project delivery agreement when County transfers ownership of the wastewater treatment facility to the City.

Desired BOC Session Date: 6/24/2026

Contract should be in DocuSign by: 6/3/2026

Agenda Planning Date: 6/18/2026

Printed packets due in Finance: 6/9/2026

Management Update: 6/16/2026

BOC upload / Board Session email: 6/10/2026

BOC Session Presenter(s) Brian Nicholas

Code: Y

REQUIRED APPROVALS

Sabrina Hay

Sabrina Hay (Jun 16, 2026 12:44:04 PDT)

06/16/2026

Finance - Contracts

Date

Alicia Jones

06/16/2026

Contract Specialist

Date

Scott A. Norris

Scott A. Norris (Jun 17, 2026 14:05:16 PDT)

06/17/2026

Legal Counsel

Date

Jan Fritz

Jan Fritz (Jun 17, 2026 10:16:31 PDT)

06/17/2026

Chief Administrative Officer

Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 6/24/2026

Department: Public Works

Title: General Service Contract with Pacific Power for Mill City & Gates Wastewater Treatment Facility

Management Update/Work Session Date: 6/16/2026 Audio/Visual aids []

Time Required: 5 Contact: Brian Nicholas Phone: 503-588-7943

Requested Action: Approve General Service Contract PW-7202-26 with Pacific Power for the installation of 3-phase industrial electric service for the Mill City Wastewater Treatment Facility.

Issue, Description & Background: The new Mill City wastewater treatment facility currently under construction by Marion County Public Works needs a new 3-phase 480-volt industrial electrical service from Pacific Power. The price for Pacific Power to construct the necessary electrical service is \$182,617.00, a portion of which may be refunded if other Pacific Power customers utilize the new service extension within the next 5 years. Mill City will cover the ongoing monthly charges for electrical service under a separate project delivery agreement with the county.

Financial Impacts: This is a budgeted expense in the current fiscal year and 5-year CIP Plan utilizing ARPA funds.

Impacts to Department & External Agencies: This contract results in no impacts to other County departments.

List of attachments: PW-7202-26

Presenter: Brian Nicholas

Department Head Signature: Brian Nicholas Digitally signed by Brian Nicholas Date: 2026.06.10 08:38:43 -07'00'

(OR Apr2026)
Account #:18984779 001
Service ID #:213259729 001
Monthly

Turk DeFord
C/C: 11251
Request #: 7372664
Contract #:

**GENERAL SERVICE CONTRACT
(1000 KVA OR LESS)
between
PACIFIC POWER
and
MARION COUNTY**

This General Service Contract ("Contract"), dated June 9, 2026, is between PacifiCorp, doing business as Pacific Power ("Company"), and **Marion County** ("Customer"), for electric service for Customer's Waste Water Treatment Plant operation at or near SE Fairview St, Mill City, Oregon.

The Company's filed tariffs (the "Electric Service Schedules" and the "Electric Service Rules") and the rules of the Oregon Public Utility Commission ("Commission"), as they may be amended from time to time, regulate this Contract and are incorporated in this Contract. In the event of any conflict between this Contract and the Electric Service Schedules or the Electric Service Rules, such schedule and rules shall control. They are available for review at Customer's request.

1. **Delivery of Power.** Company will provide 277/480 volt, three-phase electric service to the Customer facilities.

2. **Contract Demand.** The specified Demand in kVA that Customer requires to meet its load requirement and Company agrees to supply and have available for delivery to Customer, shall be 300 kVA (diversified, based on Customer's submitted load prior to the signing of this Contract). After 12 months of service the maximum demand Company is obligated to have available for delivery shall not be greater than the lesser of: the maximum recorded and billed demand in the previous 12 months, or, the above given diversified demand, unless otherwise agreed in writing in accordance with the terms of this Contract. Within fifteen (15) days of a written request for additional demand, Company shall advise Customer in writing whether the additional power and energy is or can be made available and the conditions on which it can be made available.

3. **Extension Costs.** Company agrees to invest \$113,453.00 (the "Extension Allowance") to fund a portion of the cost of the improvements (the "Improvements") as per tariff. Customer agrees to pay Company the estimated construction costs in excess of the Extension Allowance ("Customer Advance"). Customer has paid for engineering, design, or other advance payment for Company's facilities in the amount of \$0.00, which amount is reflected in the balance due in the Customer selected option below. (**Customer must initial** selected option on the blank space at the beginning of the option and pay the balance due given in that option.)

 X **Refund Option.** The total Customer Advance for this work is \$182,617.00, the **balance due is \$182,617.00**, and Customer remains eligible for refunds. Company will refund part of the Customer Advance if additional customers connect to the Improvements within sixty (60) months of the date the Company is ready to supply service. Company will refund 25% of the refundable Customer Advance allocable

to the **shared** Improvements for three additional applicants. The Company will try to inform Customer when a refund is due. However, in the event Company is unable to locate Customer or has not identified that a refund is due, **Customer is responsible for requesting a refund** within thirty-six (36) months of the additional applicant connecting to the Improvements.

— **Contract Administration Credit Option.** Customer chooses to receive a Contract Administration Credit of **\$250 and waives their right to refunds should additional applicants connect to the Improvements.** Accordingly, the **balance due is \$182,367.00.**

4. **Contract Minimum Billing.** Customer agrees to pay a contract minimum billing (the “Contract Minimum Billing”) during the first sixty (60) months beginning from the date the Company is ready to supply service. The Contract Minimum Billing shall be the greater of: (1) the **Customer’s monthly bill**; or, (2) \$2,089.51 (the **monthly facilities charge**) plus eighty percent (80%) of the **Customer’s monthly bill**. Billings will be based on Rate Schedule No. 29 and superseding schedules. The Company will reduce the minimum charges by the amount of the facilities charges associated with refunds due from additional applicants connecting to the Improvements.
5. **Effective.** This Contract will expire unless Customer signs and returns an original of this Contract along with any required payment to Company within ninety (90) days of the Contract date shown on page 1 of this Contract.
6. **Contract Minimum Billing Term and Termination.** This Contract becomes binding when both the Company and Customer have signed it and will remain in effect for five (5) years following the date when the Company is ready to supply service (the “Term”).

Following execution of Contract but prior to completion of installation of Company’s Improvements, Customer may terminate Contract by notifying Company of their intent to not take service. If Customer is not ready to receive service from Company within one-hundred fifty (150) days of the date Customer signs this Contract, then Company may terminate this Contract. Upon Customer or Company termination of Contract, Customer shall pay Company costs incurred for design, permitting, surveying, cancelation orders, Improvements installed and other associated Contract costs. Customer’s Advance, if any, will be applied to costs incurred, and Customer will promptly pay Company any costs in excess of the Advance upon receipt of notice. If the Advance exceeds the costs incurred, Company will promptly refund the portion of the Advance in excess of costs incurred.

However, if Company has completed installation of Improvements and does not terminate Contract, Customer shall be responsible for paying the Contract Minimum Billing for the full Term irrespective of Customer taking, not taking, or terminating service.

7. **Customer Obligations.** Customer agrees to:
 - a) Provide legal rights-of-way to Company, at no cost to the Company, using Company’s standard forms. This includes rights-of-way on Customer’s property and/or third party property and any permits, fees, etc. required to cross public lands;
 - b) Prepare the route to Company’s specifications;

- c) Install all Customer provided trench, conduit, equipment foundations, or excavations for equipment foundations within the legal rights-of-ways;
- d) Repair, or pay for the repair of, any damage to Company's facilities except damage caused by the negligence of Company; and,
- e) Comply with all of Company's tariffs, procedures, specifications and requirements.

8. Special Provisions: None

- 9. Underground Facilities.** If service is provided by an underground line extension, Customer will provide, or Company will provide at Customer's expense: all trenching and backfilling, imported backfill material, conduit and duct, and furnish and install all equipment foundations, as designed by the Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.

Customer warrants that all Customer provided trench and excavations for equipment foundations, and Customer installed conduit and equipment foundations are installed within legal rights-of-way, and conform to the specifications in the Company's Electric Service Requirements Manual, and other specifications as otherwise provided by the Company. In the event Customer fails to comply with the foregoing, Customer shall be liable for the cost to the Company for relocating the facilities within a legal right-of-way, acquiring right-of-way for the Company facilities, repair or replacement of improperly installed conduit or foundations, and paying costs for damages that may arise to any third party as a result of the Company facilities being located outside of a legal right-of-way. The provisions of this paragraph 9 shall survive the termination of this agreement.

- 10. Design, Construction, Ownership and Operation.** The Company shall design, construct, install, and operate the Improvements in accordance with the Company's standards. The Company will own the Improvements, together with the Company's existing electric utility facilities that serve or will serve Customer. Construction of the Improvements shall not begin until (1) both the Company and Customer have executed (signed) this Contract, and (2) all other requirements prior to construction have been fulfilled, such as permits, payments received, inspection, etc. Any delays by the Customer concerning site preparation and right-of-way acquisition or trenching, inspection, permits, etc. may correspondingly delay completion of the Improvements.

The Company warrants that its work in constructing and maintaining the Improvements shall be consistent with prudent utility practices. **THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES.** The Company's liability for breach of warranty, defects in the Improvements, or installation of the Improvements shall be limited to repair or replacement of any non-operating or defective portion of the Improvements or the Company's other electric utility facilities. Under no circumstances shall the Company be liable for other economic losses, including but not limited to consequential damages. The Company shall not be subject to any liability or damages for inability to provide service to the extent that such failure shall be due to causes beyond the reasonable control of the Company.

No other party, including Customer, shall have the right to operate or maintain the Company's electric utility facilities or the Improvements. Customer shall not have physical

access to the Company's electric utility facilities or the Improvements and shall engage in no activities on or related to the Company's electric utility facilities or the Improvements.

11. **Payments.** All bills shall be paid by the date specified on the bill, and late charges shall be imposed upon any delinquent amounts. Company reserves the right to require customer payments be sent by wire or ACH with remittance detail. If Customer disputes any portion of Customer's bill, Customer shall pay the total bill and shall designate the disputed portion. Company shall decide the dispute within sixty (60) days after Customer's notice of dispute. Any refund Company determines Customer is due shall bear interest at the rate then specified by the Commission or, if no rate is specified, the then effective prime rate as quoted in The Wall Street Journal.

The Company may request deposits from Customer to the extent permitted under the applicable Electric Service Rules and the applicable Electric Service Schedule. In the event of a default by Customer in any of its obligations, the Company may exercise any or all of its rights and remedies with respect to any such deposits.

12. **Furnishing Information and Deposits.** Customer represents that all information it has furnished or shall furnish to Company in connection with this Contract shall be accurate and complete in all material respects. Company will base its decision with respect to credit, deposits, allowances or any other material matter on information furnished under this section by Customer. Should such information be inaccurate or incomplete, Company shall have the right to revoke or modify this Contract and/or its decision to reflect the determination Company would have made had Company received accurate and complete information. Company may request deposits, for the purpose of guaranteeing payment of electric service bills, as permitted under the Company's Oregon Electric Service Rule No. 9.
13. **Governing Law; Venue.** All provisions of this Contract and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Oregon applicable to contracts executed in and to be wholly performed in Oregon by persons domiciled in the State of Oregon. Each party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Commission, the Federal courts located within the State of Oregon, or state courts of the State of Oregon, and each party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding.
14. **Assignment.** The obligations under this Contract are obligations at all times of Customer, and may not be assigned without the Company's consent except in connection with a sale, assignment, lease or transfer of Customer's interest in Customer's facility. Any such assignment also shall be subject to (i) such successor's qualification as a customer under the Company's policies and the Electric Service Rules, the applicable Electric Service Schedule, and (ii) such successor being bound by this Contract and assuming the obligation of Customer from the date of assignment, which may be evidenced by written agreement of such successor or other means acceptable to the Company. The Company may condition this assignment by the posting by the successor of a deposit as permitted under the applicable Electric Service Rules and the applicable Electric Service Schedule.
15. **Remedies; Waiver.** Either party may exercise any or all of its rights and remedies under this Contract, the applicable Electric Service Rules, the applicable Electric Service Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the

Electric Service Rules, or the applicable Electric Service Schedule shall be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving party.

- 16. **Attorneys' Fees.** If any suit or action arising out of or related to this Contract is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.
- 17. **Waiver of Jury Trial.** **TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.**
- 18. **Entire Agreement.** This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the parties related to the same subject matter. **This Contract may be modified only by a subsequent written amendment or agreement executed by both parties.**

MARION COUNTY

SEE ATTACHED MARION COUNTY

By SIGNATURE PAGE
signature

Brian Nicholas Public Works Dir
NAME (type or print legibly) TITLE

DATE

Customer's Mailing Address for Executed Contract

Marion County
ATTENTION OF

5155 Silverton Rd NE
ADDRESS

Salem, OR 97305
CITY, STATE, ZIP

bnicholas@co.marion.or.us
EMAIL ADDRESS

PACIFIC POWER

By _____
signature

Amanda Koeble Manager
NAME (type or print legibly) TITLE

DATE

Pacific Power's Mailing Address for Executed Contract

830 Old Salem Rd
ADDRESS

Albany, OR 97321
CITY, STATE, ZIP

amanda.koeble@pacificcorp.com
EMAIL ADDRESS

**SIGNATURE PAGE FOR
ELECTRICAL SERVICE FOR MILL CITY WASTEWATER TREATMENT PLANT -
PW-7202-26
between
MARION COUNTY and PACIFIC POWER**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: *Brian Nicholas* 06/16/2026
Brian Nicholas (Jun 16, 2026 12:47:11 PDT)
Department Director or designee Date

Authorized Signature: *Jan Fritz* 06/17/2026
Jan Fritz (Jun 17, 2026 18:38:31 PDT)
Chief Administrative Officer Date

Reviewed by Signature: *Scott A. Norris* 06/17/2026
Scott A. Norris (Jun 17, 2026 14:05:16 PDT)
Marion County Legal Counsel Date

Reviewed by Signature: *Sabrina Hay* 06/16/2026
Sabrina Hay (Jun 16, 2026 12:44:04 PDT)
Marion County Contracts & Procurement Date

PACIFIC POWER SIGNATURE

Authorized Signature: _____
Date

Title: _____