

Received Nov 21, 2023 WA. UT. & TRANS. COMM. ORIGINAL UW-230971



## WASHINGTON WATER SERVICE

Engineering Department: 4531 Intelco Loop SE  
Lacey, WA 98513 Tel: (877) 408-4060

September 14, 2023

Brian Keaveny, Trustee  
Carly Keaveny, Trustee  
Brian P. Keaveny and Carly N. Keaveny Trust  
7405 Ford Dr NW  
Gig Harbor, WA 98335

The Estate of Roxanne Boardway  
8226 59<sup>th</sup> St NW  
Gig Harbor, WA 98335

Re: Water Main Extension Agreement  
Artondale Water System, DOH ID# 03160V  
7421 Ford Dr NW, Gig Harbor, Pierce County, WA 98335, TPN 012126-1-036  
Other TPNs: 012126-1-048; 012126-1-049; and 012126-1-089

Dear Brian, Carly, & Boardway Estate:

This Water Main Extension Agreement (the "Agreement") is between Washington Water Service Company, a Washington corporation (the "Washington Water") and Brian Keaveny and Carly Keaveny, as Trustees of the Brian P. Keaveny and Carly N. Keaveny Trust and Kristy Ewing, as Personal Representative of the Estate of Roxanne Boardway (collectively, the "Owners") to extend a water main and install other facilities needed to provide water service to the parcel(s) referenced above.

This Agreement sets forth the terms and conditions and estimated costs, enclosed as "Attachment A", to complete the water main extension. The estimated cost of \$38,500 only includes the estimated time and materials necessary to provide:

- Engineered construction plan-set for the water main extension
- 4 new services
- Tie-in of new construction to the distribution system
- Bacteriologic sampling
- Engineer inspections

The final amount billed to the Owners for completing the water main extension will be based on actual costs Washington Water incurs for engineering, materials, labor, and other services, materials, and equipment needed to complete the project. The final amount may also vary from the estimated costs because of unforeseen issues that are beyond the control of Washington Water.

Owners may hire their own licensed engineering firm(s) to draft the proposed water utility modifications for Washington Water and Washington Waters master consultant to review and approve. Owners must hire their

own underground contractor(s) to install the watermain, appurtenances, and service for the intended purpose of installing water services to the parcels listed above. The contractor(s) must be approved by Washington Water, prior to beginning any underground work (a list of approved contractors can be provided upon request). The water services must be set in or along each parcel bordering a public or private road and within a designated easement as identified in the plan set. These water services are for domestic water use only.

If home fire sprinklers are required by the Pierce County Fire Marshal's office, a larger service assembly may be needed to accommodate or meet the required fire flow requirements of the Fire Marshal's office. If fire flow sprinklers are required, please provide a copy of sprinkler requirements from the Fire Marshal's office or the sprinkler flow calculations from your fire sprinkler professional for sizing the larger service assembly.

The improvements stated herein qualify as Contributed In Aid of Construction (CIAC). Pursuant to Section 118(b) of the Tax Cuts and Job Act of 2017, CIAC is subject to federal tax. To ensure that the expansion of water service to Owners, as new customers, does not unfairly burden Washington Water's existing customers, Washington Water will collect the applicable tax from Owners. Owners should consult their tax advisors concerning the application of tax laws to their particular situation.

### **Terms & Conditions**

Upon execution of this Agreement and prior to commencement of engineering and construction, Washington Water requires deposit payment of 50% of the estimated costs outlined in this Agreement. All past due accounts will be charged 1.5% per month (18% per annum). The estimated costs and this Agreement can only be accepted by Owners in writing within 30-business days of the date above.

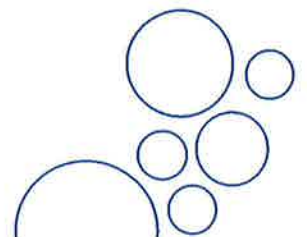
Terms and conditions of this Agreement are subject to the review and approval of the Washington State Utilities and Transportation Commission (the "Commission"). The "Effective Date" of this Agreement will be 75 days after Washington Water receives this Agreement fully signed and dated by Owners and deposit. Washington Water will submit the Agreement to the Commission for its approval.

Upon the Commission's approval, plans will be prepared, and if required, submitted to the Washington State Department of Health for their approval. Once all necessary approvals have been obtained and the required payment received, Washington Water will schedule and cause construction to commence.

An easement is required prior to the start of the installation of a water main along any private drive, road, or way. An Easement is necessary for Washington Water to maintain our water system facilities on an on-going basis. Washington Water will prepare the easement for the line extension that you will be required to have signed by the property owner(s) of all affected properties, signatures notarized and recorded with the Pierce County Auditor's office.

Upon completion of the main extension and any other requested facilities have been installed, pressure tested, bacteriological samples taken and tested with satisfactory results and a Certificate of Completion signed by a licensed engineer and all approvals received; the Owner is to provide Washington Water with a Bill of Sale transferring the ownership of these contributed facilities to Washington Water.

Washington Water requires all remaining amounts be paid in full with an active billing account established prior to commencement of domestic water service and issuance of a Certificate of Water Availability. If meter



installation does not occur after the installation of facilities, the Owner will be charge a monthly Ready-to-Serve fee as listed in Washington Water's approved tariff, until a meter installation has occurred.

Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law, or otherwise, by Owners without the prior written consent of Washington Water, and any such assignment without such prior written consent shall be invalid. Nothing expressed or referred to in this Agreement will be construed to give any person other than the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement and their successors and assigns.

From the Effective Date, the Owner has 180-business days to coordinate with Washington Water for the engineering and construction to complete this project. This Agreement shall automatically become invalid unless the work authorized in this Agreement has commenced within 180-business days of the Effective Date. Once this Agreement has become invalid, the project will be closed and all project work will cease; a refund check will be issued to the Owner for pre-paid amounts received by Washington Water minus any billable work completed and non-refundable fees.

DS  
Bk  
(Initial)

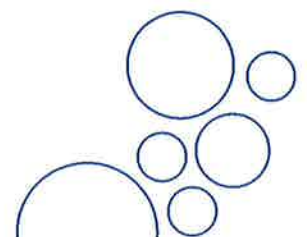
**I will hire my own qualified contractor to complete the installation under the conditions listed below:**

- Remit deposit payment \$19,250 (50%) of the projected costs (\$38,500) for engineering, construction labor, materials, and county permits provided by Washington Water, as outlined in Attachment A.
- Prior to any underground work being started, the hired contractor must be pre-approved by Washington Water. A list of approved contractors can be provided upon request.
- Provide installing contractor's name and contact information, along with copies of their Contractor's License, and Certificate of Insurance (contractor must have a minimum insurance coverage of \$1,000,000 per occurrence, \$2,000,000 annual aggregate naming Washington Water Service Company as Additional Insured and Certificate Holder).
- Time required to complete this project may vary due to the size of the project, projects already scheduled and emergencies that may require our construction crew to leave project site.

**BEFORE CONSTRUCTION BEGINS:**

- The signed Agreement and the required payment must be received by Washington Water before any work will be scheduled, including the purchasing of materials.
- If required, Washington Water will be responsible for obtaining all necessary regulatory agency approvals, county/state permits and schedule with outside contractors.
- Provide names of any contractor(s) that may be working on-site.
- Schedule a pre-con meeting to review detailed plans and specifications with Washington Water's Engineer, and the Construction Superintendent or Construction Foreman.
- Underground contractor will be responsible for traffic control, excavation of the main to be tapped along with any road repairs necessary during and after installation. Any contractor purchased materials must be on-site and inspected by Washington Water prior to installation.
- Washington Water will tap the existing watermain on Ford Dr NW. A tapping sleeve, AWWA gate valve and valve blocking will be provided by Washington Water for your contractor to connect to.

**DURING CONSTRUCTION:**



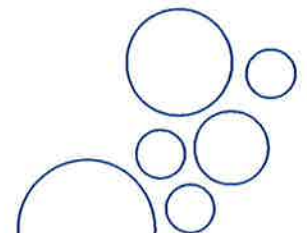
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- Individual pressure reducing valves (PRV) will be required for each service. The PRV's will be the responsibility of the homeowner.
- Washington Water will operate the valves for filling and flushing of the new water main and will do periodic inspections of the installation.
- Review status of project with Washington Water's Construction Superintendent.
- Coordinate inspections with Washington Water (either our Construction or Engineering Department)

BEFORE TIE-IN/ACTIVATION OF NEW FACILITIES:

- Once construction is completed, Washington Water will witness a pressure test of all new water mains and appurtenances.
- A final inspection must be scheduled with the Construction Superintendent or Construction Foreman to review installed facilities and that the installed facilities have been installed in accordance with the specifications provided in the engineering plans.
- If a fire hydrant is installed, Washington Water will be responsible for fire flow testing and county submittal.
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- A backflow assembly (Double Check Valve-DCVA/Reduced Pressure Backflow-RPBA/Pressure Vacuum Breaker-PVB) is required whenever there is a possibility of a cross connection between the public water system and a non-portable water source. Examples include, but are not limited to, irrigation systems, fire sprinkler systems or other water-using equipment. The backflow assembly device must be installed on the customer side of the meter; a licensed plumber can install this device. Annual testing and repair of the device is the responsibility of the parcel owner.
- Easement documents must be reviewed and approved by Washington Water and recorded with Pierce County.
- Washington Water bill-of-sale to be filled out by Owner, reviewed and approved by Washington Water and recorded with Pierce County.
- Final payment for the work completed as outlined in this Agreement must be received, and any remaining amounts due must be paid in full.


<sup>DS</sup>  
*Bk*  
 (Initial Here)  
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 (Initial Here)

We hereby acknowledge and understand that a Final Water Availability Certificate will not be issued until the completion of construction and WWS has received a recorded bill of sale, recorded easement, all as-builts have been submitted and all invoices have been paid.



If the terms of this letter are acceptable, please initial your election to hire your own contractor, acknowledge the terms for a final certificate and then sign the letter below. Return both this letter and the agreed payment to our Gig Harbor Office at 14519 Peacock Hill Avenue NW, Gig Harbor, WA 98335 (Mailing Address: PO Box 336, Gig Harbor, WA 98332). If you have any questions, please give me a call directly in Gig Harbor at (253) 851-4060 or toll free at (877) 408-4060.

Sincerely,

By:   
Matthew D. Brown, P.E.  
General Manager

Effective Date: 1/30/24

Accepted

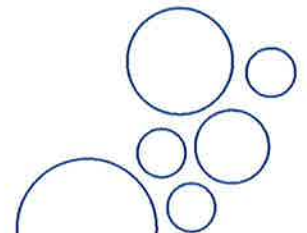
By:   
2551EAA89241473  
**BRIAN KEAVENY**  
Printed Name  
206-898-3325  
Phone  
9/29/2023  
Date Accepted

By: \_\_\_\_\_  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
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\_\_\_\_\_  
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Enclosure(s)

Cc: Jim Morrison, Accounting Manager  
Eric Williams, Construction Superintendent  
Sarah Castro, Customer Service Manager  
John Puccinelli, Engineering Manager  
Shawn O'Dell, Operations Manager (Gig Harbor/Olympia)

Bcc: File2: EngFile# 4005





## WASHINGTON WATER SERVICE

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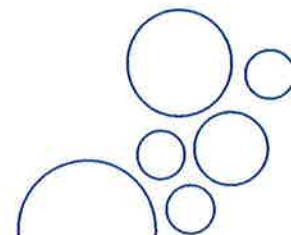
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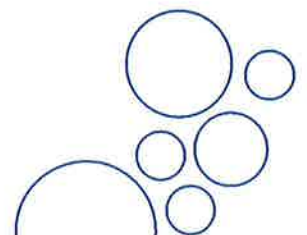
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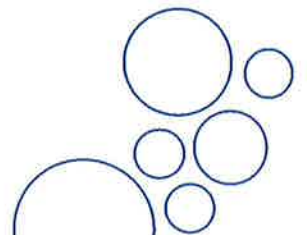
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Sincerely,

Accepted

By:   
Matthew D. Brown, P.E.  
General Manager

By:   
Kristy B. Ewing  
Printed Name

360.850.8360  
Phone

10/1/2023  
Date Accepted

Effective Date: 1/30/24

By: \_\_\_\_\_

Printed Name

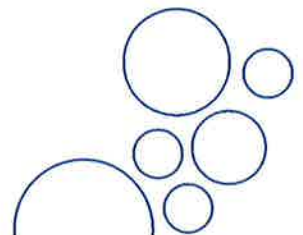
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Cc: Jim Morrison, Accounting Manager  
Eric Williams, Construction Superintendent  
Sarah Castro, Customer Service Manager  
John Puccinelli, Engineering Manager  
Shawn O'Dell, Operations Manager (Gig Harbor/Olympia)

Bcc: File2: EngFile# 4005








**GCH PUGET SOUND INC**  
 PUGET SOUND PERMITS  
 11815 NE 99TH ST STE 1200  
 VANCOUVER, WA 98682-2454

DATE 11/6/2023

2707  
 96-505/1232  
 50389

PAY TO THE ORDER OF Washington Water Service | \$ 19,250.00

Nineteen Thousand Two Hundred Fifty DOLLARS  Photo Safe Deposit Data on back  
00/100

 **UMPQUA BANK** (866) 486-7782

FOR Hale Passage

  
 NP

# FORD DRIVE BLA

A PORTION OF EAST 1/2 OF SEC. 26, T21N, R01E  
WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON

**SITE ADDRESS:**

7421 FORD DR NW  
GIG HARBOR, WA 98335

**PARCEL NUMBER:**

0121261036, 0121261048,  
0121261049, 0121261089

**SETBACKS**

FRONT: 25 FEET  
INTERIOR: 50 FEET  
REAR: 50 FEET

**PROJECT STATISTICS:**

OVERALL GROSS AREA: 539,461 SF (12.4 AC)  
ZONING: RURAL 10 (R10)  
JURISDICTION: UNINCORPORATED PIERCE COUNTY  
NUMBER OF LOTS: 4  
REVISED LOT 1 AREA: 64,595 SF (1.5 AC)  
REVISED LOT 2 AREA: 55,955 SF (1.3 AC)  
REVISED LOT 3 AREA: 177,570 SF (4.1 AC)  
REVISED LOT 4 AREA: 241,341 SF (5.5 AC)

**VERTICAL DATUM**

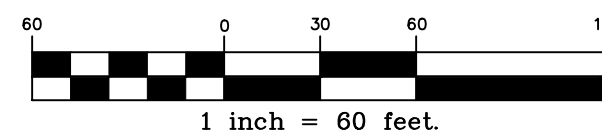
CONTOURS FROM PC GIS

**UTILITIES**

WATER: ARTONDALE WATER SYSTEM  
RAINER VIEW WATER CO.  
SEWER: SEPTIC  
POWER: PENINSULA LIGHT  
FIRE: FPD#005 GIG HARBOR  
SCHOOL: SD #401 PENINSULA

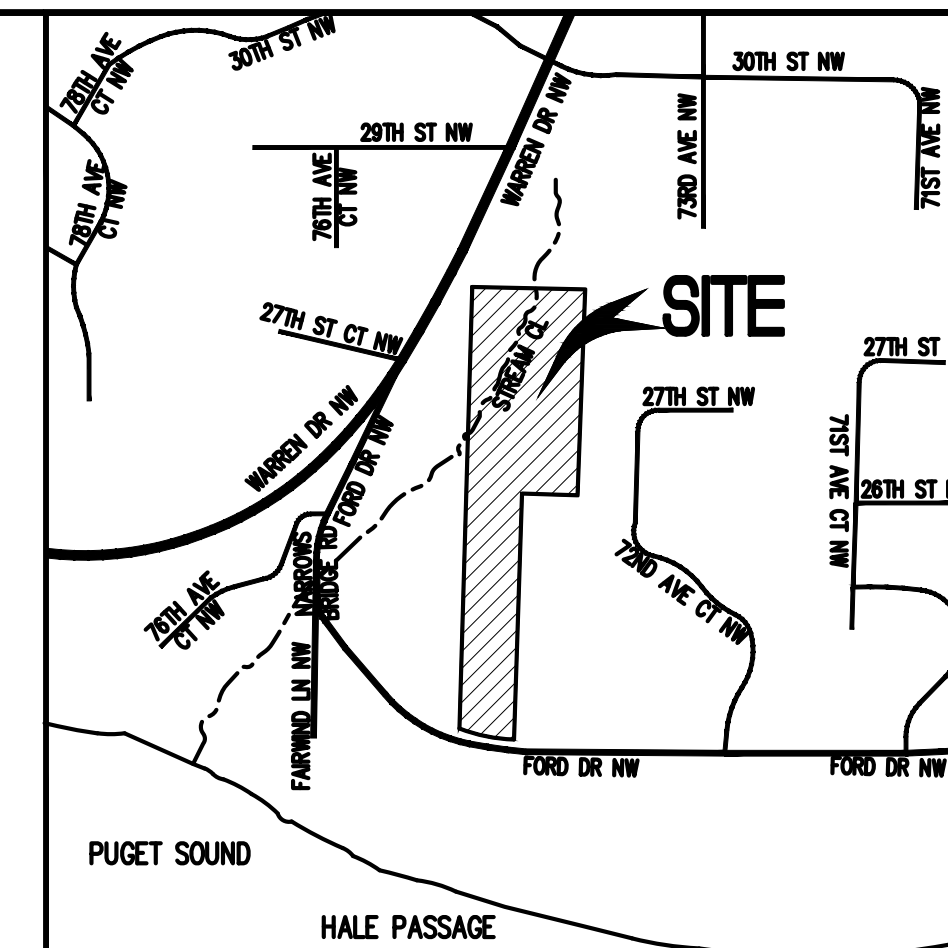
**LEGAL DESCRIPTION:**

SECTION 26 TOWNSHIP 21 RANGE 01 QUARTER 13 : BEG AT A PT ON E LI OF GOVT LOT 3 80 RODS N OF SE COR OF SD LOT 3 TH W AT R/A TO SD E LI 165 FT TH S PAR WITH E LI OF SD GOVT LOT 3 TO N LI OF HALES PASSAGE NARROWS BRIDGE RD TH NWLY ALG SD N LI TO A PT ON E LI OF WLY 435 FT OF E 33 1/2 AC OF SD GOVT LOT 3 TH N ALG SD E LI TO N LI OF SD GOVT LOT TH E ALG SD N LI TO NE COR OF SD LOT TH S ALG E LI OF SD LOT TO BEG



**SHEET INDEX**

SP1 SITE PLAN  
PRO PROFILE

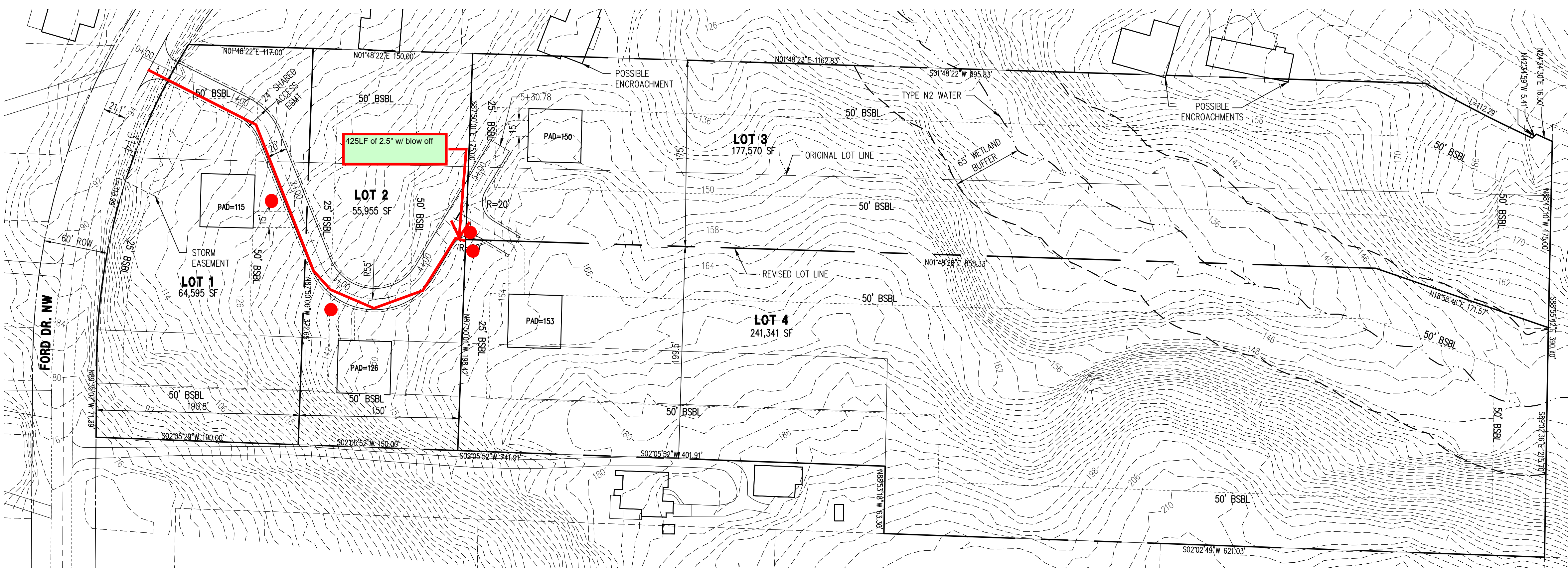


**VICINITY MAP**

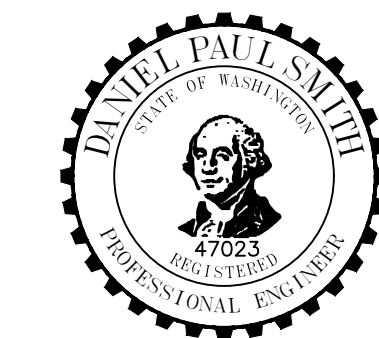
NTS

**LEGEND**

EXISTING	DESCRIPTION	PROPOSED
⊕	MONUMENT	⊕
—	CENTER LINE	—
---	PROPERTY LINE	---
---	RIGHT OF WAY LINE	---
---	EASEMENT LINE	---
---	BUILDING SETBACK LINE	---
---	DRIVEWAY LINE	---
○	CHAIN LINK FENCE	○
---	WOOD FENCE	---
---	CURB & GUTTER	---
---	EDGE OF PAVEMENT	---
---	CONTOURS	---
+	STREET SIGN	+
+	STORM DRAIN CATCH BASIN	+
+	STORM DRAIN MANHOLE	+
+	STORM DRAIN CLEANOUT	+
+	STORM DRAIN LINE	+
+	ROOF DRAIN LINE	+
+	SANITARY SEWER MANHOLE	+
+	SANITARY SEWER CLEANOUT	+
+	SANITARY SEWER LINE	+
+	SANITARY SEWER STUB	+
+	FIRE HYDRANT	+
+	WATER VALVE	+
+	WATER METER	+
+	THRUST BLOCKING	+
+	WATER MAIN	+
+	LUMINAIRE	+
+	POWER/UTILITY POLE	+
+	GUY WIRE	+
+	ASPHALT CONCRETE	+
+	SILT FENCE	+
+	CLEARING LIMITS	+
+	EXISTING TREES	+
+	WATER CENTERLINE	+
+	WETLAND BUFFER	+



No.	Revision:	Date:



**C.E.S. NW INC.**  
CIVIL ENGINEERING & SURVEYING  
409 - 29TH ST. NE, SUITE D  
PUYALLUP, WA 98372  
PH: (253) 848-4292  
ceservices@cesawinc.com

Project: **FORD DRIVE BLA**  
Client: **GARRETTE CUSTOM HOMES**  
253/802-7304  
402 E. 26TH ST., SUITE 200 TACOMA, WA. 98421

Designed: DPS  
Drawn: NDA  
Checked: DPS  
Scale: 1"=50'  
Date: 04/05/2023  
Job No.: 23052

Sheet No.: **SP1**  
1 of 2 Sheets

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