

**WASHINGTON WATER SERVICE COMPANY**

February 6, 2024

Kathy Hunter, Acting Executive Director & Secretary
Washington Utilities and Transportation Commission
PO Box 47250
Olympia, WA 98504-7250

Dear Ms. Hunter;

Enclosed is a copy of the agreement between Justin & Ashley Kaiser and Washington Water Service Company (WWSC) to complete the tap for 1 new service and extension of the water main on 30th Ave E. This site is in Pierce County, which is serviced by Southwood Water System, DOH ID# 82844H and Parcel #0318114073. This agreement has been signed by Justin Kaiser & Ashley Kaiser and countersigned by Matthew D. Brown, the General Manager of WWSC.

Estimated costs identified on attachment are \$59,000.00. To this, a half payment of \$29,500.00 has been received for the total projected engineering costs, as attached.

A map and Latecomer's Fee Agreement are included with this filing. Please do not hesitate to call me at 253-851-4060 Ext. 71103, if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Thu Hoang". The signature is written in a cursive style with a long horizontal flourish at the end.

Thu Hoang
Accounting Analyst

Received Feb 6, 2024

WA. UT. & TRANS. COMM. ORIGINAL UW-240090



WASHINGTON WATER SERVICE

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

RECEIVED JUL 03 2023

June 5, 2023

Justin & Ashley Kaiser
714 182nd St E.
Spanaway, WA 98387

Re: Southwood Water System, DOH ID# 82844H, Pierce County
Water Main Extension Agreement for 22223 30th Ave E, Spanaway, WA 98387
Parcel No. 0318114073

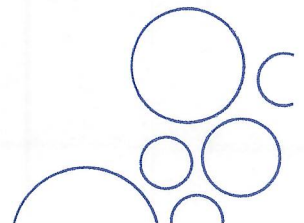
Dear Mr. & Mrs. Kaiser;

This Water Main Extension Agreement (the "Agreement") is between Washington Water Service Company (the "Washington Water") and Justin & Ashley Kaiser (the "Owner's") to extend the existing water main line and installation of any other facilities needed to provide water utility service to the parcel(s) referenced above.

This Agreement sets forth the terms and conditions as well as our engineer's projected costs, enclosed as "Attachment A", to complete the tap and extension of the water main in 30th Ave E. The projected cost of \$59,000 is exclusive to the time and materials necessary to provide an engineered construction plan-set for the water main extension and 1 new service, the tie-in of new construction to the distribution system, bacteriologic sampling, and engineer inspections. The final amount billed for completing this project is based on actual costs for engineering, materials, labor and other variables needed to complete the project, this amount may also vary from the projected costs provided due to unforeseen issues during the installation/tie-in of the extended water main and service line that are beyond the control of Washington Water. You have requested a latecomer's fee agreement which will be issued under a separate contract.

Washington Water will design and complete the installation of the watermain, appurtenances and service for the intended purpose of installing a water service to the parcel listed above. The single service is to be set along your frontage within the designated easement set near the corner of your parcel. This service is for domestic use only.

If in home fire sprinklers will be required by Pierce County Fire Marshal's office, a larger service assemble may be needed at accommodate sprinkler flow. 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, federal tax laws require CIAC funds to be federally taxed ensuring that the expansion of water service to new customers does not unfairly burden a utility's existing customers. Applicants should consult their tax advisors concerning the application of tax laws to their particular situations.

Terms & Conditions

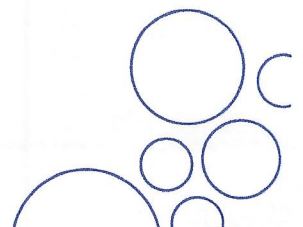
The projected costs are for engineering, construction materials and labor only, unless otherwise specified in Attachment A. Upon execution of this Agreement and prior to commencement of engineering and construction, Washington Water requires deposit payment of 50% of the projected costs outlined in this Agreement. All past due accounts will be charged 1.5% per month (18% per annum). The projected costs submitted in this Agreement is provided as preliminary information only and the figures and information contained herein are subject to the execution of this Agreement within 30-business days of the date the Agreement was issued.

Terms and conditions of this Agreement are subject to the review and approval of the Washington State Utilities and Transportation Commission (the "Commission"). Upon execution of this Agreement, Washington Water will submit the Agreement to the Commission for their approval. The effective date of the contract will be 75 days after GM signature of the contract. 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.

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; 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 charged a monthly Ready-to-Serve fee as listed in Washington Water's approved tariff, until a meter installation has occurred. Washington Water will provide the Owner with a Certificate of Water Availability.

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 Owner 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.

Upon execution of this Agreement, 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 after execution. 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 deposits or pre-paid amounts received by Washington Water minus any billable work completed and non-refundable fees.


(initial)

I agree to have Washington Water complete this installation under the conditions listed below:

- Remit deposit payment of \$29,500 (50%) of the projected costs (\$59,000) for engineering, construction labor, materials, and county permits provided by Washington Water, as outlined in Attachment A.
- 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:

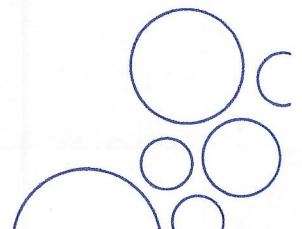
- The signed Agreement and the required payment must be received by Washington Water before any work will be scheduled, including the purchasing of materials.
- If required, Washington Water will be responsible for obtaining all necessary regulatory agency approvals, county/state permits and schedule 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.

DURING CONSTRUCTION:

- 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 be responsible for pressure testing installed facilities.
- 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.
- Washington Water will take bacteriological samples. The results from the samples taken are required to meet all Washington State Department of Health Drinking Water Regulations and Standards. Unsatisfactory results will delay the tie-in of the new facilities.



- 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.
- Final payment for the work completed as outlined in this Agreement has been received, and any remaining amounts due be paid in full

If the terms of this letter are acceptable, please initial your election to have Washington Water complete the extension project under the terms listed in the Agreement 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 contact me at (877) 408-4060.

Sincerely,

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

Effective Date: 03/15/24

Accepted

By: *Justin Kaiser*
 Print Name: 360-620-7050
 Phone: *Justin Kaiser*
 (Signature)

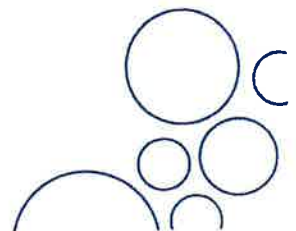
Accepted

By: *Ashley Kaiser*
 Print Name: 360-420-4255
 Phone: 4130123
 Date Accepted: *Ashley Kaiser*
 (Signature)

Enclosure(s)

cc: Jim Morrison, Accounting Manager
 Eric Williams, Construction Superintendent
 Sarah Castro, Customer Service Manager
 John Puccinelli, Engineering Manager
 James Jensen, Operations Manager East Pierce
 File# 3971

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 2/20/24



LATECOMER'S FEE AGREEMENT

THIS LATECOMER'S FEE AGREEMENT ("**Latecomer's Agreement**") is entered by and between WASHINGTON WATER SERVICE COMPANY, a Washington corporation ("**Water Company**") and JUSTIN KAISER and ASHLEY KAISER, husband and wife (collectively, "**Owner**"), dated 11-6-2023, but effective on the Effective Date (defined below).

RECITALS

A. The Water Company and the Owner (collectively, the "**Original Parties**") entered into that certain WATER MAIN EXTENSION AGREEMENT dated 11-6-2023 (the "**Extension Agreement**") regarding the provision of water service to the Owner's property at 22223 30th Avenue, County of Pierce, Spanaway, Washington 98372, which is also currently identified by Assessor's Parcel Number (APN) 031811-4-073 ("**Parcel 073**").

B. Water Company and Owner desire to define the scope of the latecomer's fee, which terms and conditions are set out herein.

AGREEMENT

For and in consideration of the Recitals (above) and other valuable consideration, the receipt and sufficiency of which the parties to this Latecomer's Agreement hereby acknowledge, the Water Company and Owner agree as follows:

1. **Additional Property.** Two (2) parcels may benefit from the main extension paid for by Owner: (1) 22220 30th Avenue E, Spanaway, WA 98387 (APN 031811-3-041; "**Parcel 041**"); and (2) 22302 30th Avenue E, Spanaway, WA 98387 (APN 031811-3-043; "**Parcel 043**") (collectively, the "**Additional Property**").

2. **Amount Due Owner.** Under the Extension Agreement, it is estimated that Owner will pay \$59,000.00 for the main extension. Based on there being three (3) parcels that can benefit from the main extension (including Parcel 073), if at any time for a period of ten (10) years from the Effective Date, the owner(s) of any parcel of the Additional Property applies for service from Water Company, the owner(s) of such parcel(s) will be assessed a latecomer's fee equal to 1/3rd of the final cost of the main extension (as Water Company may determine) plus interest from the Effective Date at the rate of four percent (4%) simple interest calculated to the date of payment of the latecomer's fee. The final cost is estimated to be \$59,000, but the actual cost will be used when it is known.

3. **Payment Due.** Water Company may charge an administrative fee of two hundred dollars (\$200.00) for the amounts collected for each latecomer's fee. The balance of each latecomer's fee shall be paid to Owner, or the successor-in-interest to Parcel 073, at the time Water Company receives a latecomer fee. The benefit of the latecomer's charge runs to the benefit of Parcel 073 and is not personal to Owner or assignable by Owner separate from Parcel 073.

4. **Savings Clause.** Nothing in this Latecomer's Agreement shall be construed to impose any liability on Water Company if a latecomer's fee is not collected. It is the responsibility of the owner of Parcel 073 to notify Water Company if one or more parcels of the Additional Property appears to be readying for connection to the main extension.

5. **Status of Latecomer Fees.** Payment of the latecomer's fee is not in lieu of payment of any other connection charges, developer fees, or other charges that may be due to Water Company for connection of the Additional Property to the Water Company's system.

6. **General Provisions**

A. **Successors and Assigns.** This Latecomer's Agreement is binding upon and inures to the benefit of the parties and their respective heirs, administrators, executors, successors in interest, and assigns.

B. **Waiver.** No waiver by any party of any provision of this Latecomer's Agreement, or any breach thereof, will be of any force or effect unless in writing by the party granting the

waiver; and no such waiver will be construed to be a continuing waiver. The waiver by one party of the performance of any covenant, condition, or promise will not invalidate this Latecomer's Agreement, nor will it be considered a waiver by such party of any other covenant, condition, or promise hereunder. The waiver by either or both parties of the time for performing any act will not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time.

C. Severability. If any portion of this Latecomer's Agreement, or the application thereof, is determined to be invalid or unenforceable, then the remainder of this Latecomer's Agreement will not be affected thereby and will continue in full force and effect.

D. Applicable Law; Venue. This Latecomer's Agreement will be construed and enforced in accordance with the laws of the State of Washington. In any action to enforce any of the provisions of this Latecomer's Agreement, the exclusive venue will be in Pierce County, Washington.


E. No Joint Venture. The parties do not intend this Latecomer's Agreement to create any partnership, joint venture, or other arrangement between the parties. Except as expressly provided in this Latecomer's Agreement, no portion of this Latecomer's Agreement is intended to benefit of any third parties and no such third parties will have any rights hereunder.

F. Counterparts. For convenience, this Latecomer's Agreement may be executed in any number of counterparts. All such counterparts, taken together, will be deemed a single, integrated document. Also, for convenience of reference and recording, individual counterparts of this Latecomer's Agreement may be disassembled, and the signature pages reassembled into a single document. The parties hereto have signed this Latecomer's Agreement as of the date that appears in the first paragraph of this Latecomer's Agreement.

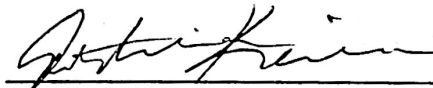
7. WUTC Approval. This Latecomer's Agreement is subject to, and will not become effective unless, approved by the Washington Utilities and Transportation Commission (WUTC). Water Company does not represent, warrant, or promise in any way that the WUTC will approve this Latecomer's Agreement. The "**Effective Date**" will be 75 days after Water Company files this Latecomer's Agreement with the WUTC.

IN WITNESS WHEREOF, the undersigned execute this Latecomer's Agreement as of the date set forth above.

**WASHINGTON WATER SERVICE
COMPANY, a Washington corporation**

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

Water Company

By: 
JUSTIN KAISER

By: 
ASHLEY KAISER

Owner

Approved by WUTC on:

Washington Water Service Co.

Engineering Department
6800 Meridian Road SE
Olympia, WA 98513

Engineer's Opinion of Probable Project Costs Summary Attachment "A"

Southwood 30th Ave 8" Extension for Kaiser

November 23, 2022
(Projected Cost Good for 30-Days)

Engineering File # 3971

*** Construction Materials ***

Unit of Property	Description	Quantity	Unit of Measure	Unit Cost	Total
103430	Construction Materials, Pipe, Valves, Fittings, Etc	1	LS	\$ 21,400.00	\$ 21,400.00
103450	Construction Materials for Services	1	LS	\$ 900.00	\$ 900.00
103480	Construction Materials for Hydrants	1	LS	\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
	Sub-Total				\$ 22,300.00
	Contingency			10%	\$ 2,230.00
	SUB Total - Materials				\$ 24,530.00
	Rounded Up Value				\$24,600.00

*** Construction Labor ***

Unit of Property	Description	Quantity	Unit of Measure	Unit Cost	Total
103430	Construction Labor - Watermain	1	LS	\$ 13,200.00	\$ 13,200.00
103450	Construction Labor - Services	1	LS	\$ 2,300.00	\$ 2,300.00
103480	Construction Labor - Hydrants	1	LS	\$ -	\$ -
				\$ -	\$ -
	WWSC Engineering	1	LS	\$ 6,000.00	\$ 6,000.00
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ 21,500.00	\$ 21,500.00
	Contingency			10%	\$ 2,150.00
	Sub-Total - Construction Labor				\$ 23,650.00
	Rounded Up Value				\$23,700.00

*** Outside Contractor ***

Unit of Property	Description	Quantity	Unit of Measure	Unit Cost	Total
	County Permits (Encroachment)	1	LS	\$ 400.00	\$ 400.00
	DOH Review Fees	1	LS	\$ -	\$ -
	Tapping Services	1	LS	\$ -	\$ -
	Geotechnical Engineer	1	LS	\$ -	\$ -
	Engineering Consultant	1	LS	\$ -	\$ -
	Land Surveyor - topo	1	LS	\$ 2,600.00	\$ 2,600.00
	Land Cost	1	LS	\$ -	\$ -
	Additional Insurance	1	LS	\$ -	\$ -
	Bonding	1	LS	\$ -	\$ -
	Sanitary Facility Rental (Portable Toilet)	1	LS	\$ -	\$ -
	Paving Contractor - Pavement Restoration	1	LS	\$ -	\$ -
	Traffic Control Contractor - Flaggers	1	LS	\$ 2,100.00	\$ 2,100.00
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
	SUB TOTAL				\$ 5,100.00
	Contingency			10%	\$ 510.00
	Sub-Total - Outside Contractor				\$ 5,610.00
	Rounded Up Value				\$5,700.00

Project Subtotal =	\$	54,000.00
East Pierce Facilities Charge =	\$	1,549.00
Estimated TCJA tax for WWSC Costs	\$	1,400.00
State B&O Tax	\$	1,100.00

Anticipated Developer Costs for Taxable Services

\$ -	Estimated TCJA Tax for Developer Costs =	\$ -
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Projected Funds Required =	\$59,000
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Assumptions:

- 1) This document is intended to forecast approximate construction costs based upon current information and similar projects, and is not intended to accurately represent actual design or construction components or prices.
- 2) Totals are rounded to nearest \$100

JUSTIN & ASHLEY KAISER
714 182ND ST E
SPANAWAY, WA 98387-8491

104

6/30/23

34/8322-3251
01

Date

 CHECK ARMOR
TRADE PROTECTION

Pay to the
Order of

Washington Water

\$ 29,500.⁰⁰/₁₀₀

Twenty nine thousand five hundred

Dollars



Photo
Safe
Deposit®
Details on back

**sound
credit
union**

800.562.8130
soundcu.com

For Water

Ashley Kaiser

SWS - to Thu
7/17/23

