



**WASHINGTON WATER SERVICE**

14519 Peacock Hill Avenue • P.O. Box 336  
Gig Harbor, WA 98335 Tel: (877) 408-4060

September 16, 2020

PMJ Properties  
2311 N. 45<sup>th</sup> Street  
Seattle, WA 98103

Re: Southwood Water System, DOH ID# 82844, Pierce County  
Water Main Extension Agreement for Shadow Pines Mobile States MHP located at 8808 224<sup>th</sup> St E  
Parcel No. 0418162043

To Whom It May Concern:

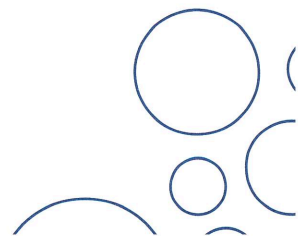
This Water Main Extension Agreement (the "Agreement") is between Washington Water Service Company (the "Washington Water") and PMJ Properties (the "Owner") to extend the existing water main line and installation of any other facilities needed to provide water utility service to the parcel(s) referenced 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 on 225<sup>th</sup> Street E. The projected cost of \$23,332 is exclusive to the time and materials necessary to provide an engineered construction plan-set for the water main extension, installation of a 2" master meter, 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.

Washington Water will provide an engineered construction plan and will complete the installation of the watermain, appurtenances and service for the intended propose of installing water service to the parcel listed above. The master meter is to be set along your frontage within the designated easement near the existing well house on your parcel. This service is for domestic use only.

The proposed connection to our Southwood Water System is currently utilizing a private well on for its domestic water service. To protect the water system from contamination via a cross-connection from the existing well accidentally pumping water into our water system, a Reduced Pressure Backflow Assembly (RPBA) will be required to be installed on the customer side of the proposed meter at the owner's expense. For more information about our cross-connection control program please visit our website at: <https://www.wawater.com/waterquality/cccl/>.

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 a deposit payment of 50% of the projected costs outlined in this Agreement. The service installation does not include installation of additional service connections. 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.

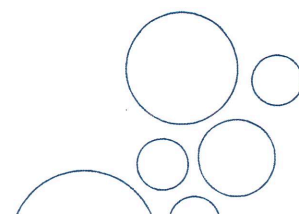
Terms and conditions of this Agreement are subject to the review and approval of the Washington State Utilities and Transportation Commission (the "Commission"). Upon execution of this Agreement, Washington Water will submit the Agreement to the Commission for their approval. Upon the Commission's approval, 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.

Prior to the start of the installation of a water main along 225<sup>th</sup> St E. 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; Washington Water requires all remaining amounts be paid in full with an active billing account established prior to commencement of master metered 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. 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.

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

(Initial)

- Remit a deposit payment of \$11,666 (50%) of the projected costs (\$23,332) 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:

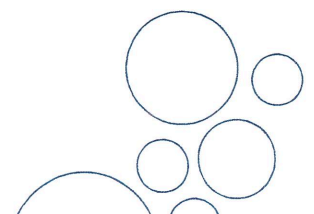
- The signed Agreement and the required payment must be received by Washington Water before any work will be scheduled, including the purchasing of materials.
- If required, Washington Water will be responsible for obtaining all necessary regulatory agency approvals, county/state permits and schedule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

Accepted

By: \_\_\_\_\_  
Print Name:

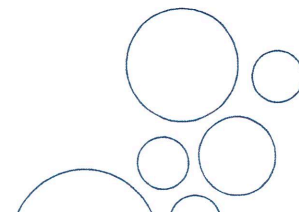
\_\_\_\_\_  
Phone:

\_\_\_\_\_  
Date Accepted:

Enclosure(s)

- cc: Kanosi Chakweva, Accounting Manager
- Eric Williams, Construction Superintendent
- Sarah Castro, Customer Service Manager
- John Puccinelli, Engineering Manager
- Shawn O'Dell, Operations Manager (Gig Harbor/Olympia)
- Bob Blackman, Local Manager (East Pierce)
- File1: Southwood Water System
- File2: EngFile# 3898

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1325

**WASHINGTON FEDERAL**  
1200 NE 45TH, SEATTLE, WA 98108  
19-7098/3250

**PMJ PROPERTIES LLC**  
**DBA SHADOW PINES**  
2311 N 45TH ST. #111  
SEATTLE, WA 98103

09/14/2020 \$23,332.00

PAY TO THE ORDER OF TWENTY THREE THOUSAND THREE HUNDRED THIRTY TWO AND 00/100 DOLLARS

Washington Water Service

MEMO

AUTHORIZED SIGNATURE

DO NOT ACCEPT THIS CHECK WITHOUT CONFIRMING PRESENCE OF ARTIFICIAL WATERMARK ON REVERSE. OTHER SECURITY FEATURES ARE LISTED ON REVERSE.

PMJ PROPERTIES LLC DBA SHADOW PINES Bill Reference: Tax Parcel 0418162043 1325

Check No: 1325

09/14/2020 Washington Water Service \$ 23,332.00

Prop	Account	Comment	Amount
Shadow	1502 Water, Sewer, Septic Improvements	Water Connection - PMJ Properties	23,332.00