



**WASHINGTON WATER SERVICE COMPANY**

March 15, 2024

Jeff Killip, Executive Director & Secretary  
Washington Utilities and Transportation Commission  
621 Woodland Square Loop SE  
Lacey, WA 98503

Dear Mr. Jeff Killip;

Enclosed is a copy of the agreement between Jeremy Joachim, Rebeka Joachim & Patricia Rivers and Washington Water Service Company (WWSC) to complete the tap and extension of the water main on 11624 133<sup>rd</sup> St NW and new services. This site is in Pierce County, which is serviced by Minterbrook Water System, DOH ID# 54740B and Parcel #0122217021, 0122217022, 0122213071 & 0122213102. This agreement has been signed by Jeremy Joachim, Rebeka Joachim, Patricia Rivers and countersigned by Matthew D. Brown, the General Manager of WWSC.

Estimated costs identified in the attachment are \$90,700. To this, half payment of \$45,350 has been received for the total projected engineering costs, as attached.

A map is 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 stroke at the end.

Thu Hoang  
Accounting Analyst



## WASHINGTON WATER SERVICE

Water Availability Department • Gig Harbor Office

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

February 20, 2024

Jeremy and Rebeka Joachim  
13013 Cardinal Flower Dr  
Austin, TX 78739

Patricia Rivers  
PO Box 4055  
South Colby, WA 98384

Re: Water Main Extension Agreement  
Minterbrook Water System, DOH ID# 54740B  
11624 133<sup>rd</sup> St NW, Gig Harbor, Pierce County, WA 98329, TPN 0122217021  
Other TPNs: 0122217022; 0122213071; and 0122213102

Dear Jeremy, Rebeka, & Patricia:

This Water Main Extension Agreement (the "Agreement") is between Washington Water Service Company, a Washington corporation ("Washington Water") and Jeremy Joachim and Rebeka Joachim, and Patricia Rivers (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 \$90,700 only includes the estimated time and materials necessary to provide:

- Engineered construction plan-set for the water main extension
- Four new services
- Installation of distribution extension
- 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.

The water services will 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 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 as well as the 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.

Washington Water requires a 20-foot-wide easement for all onsite piping and appurtenances. Your surveyor or engineering firm will need to prepare an easement description and drawing exhibit for the on-site water system mains and appurtenances, using the Washington Water easement form, after construction is complete. Once the signatures from the owners of all affected properties have been notarized on the easement document, it must be recorded with the Pierce County Auditor's office. This is necessary for Washington Water to maintain the on-site facilities on an on-going basis.

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 to be paid in full as well as 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.

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 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 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.

SAS

(Initial)

PR

(Initial)

I hereby understand and agree to adhere to the conditions listed below:

- Remit deposit payment \$45,350 (50%) of the projected costs (\$90,700) 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:

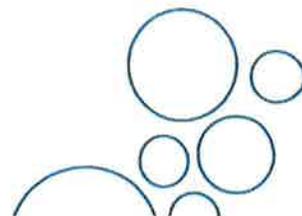
- The signed Agreement and the required payment must be received by Washington Water before any work will be scheduled, including the purchasing of materials.
- If required, Washington Water will be responsible for obtaining all necessary regulatory agency approvals, county/state permits and schedule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

DURING CONSTRUCTION:

- The installation of all domestic piping, water service lines, valves, fittings and other appurtenances after the meter will be the responsibility of the Owner.
- If individual pressure reducing valves (PRV) are required for each service, the PRV's will be the responsibility of the parcel owner.
- 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 perform 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 confirm 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-potable 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.

JAJ

(Initial Here)

PR

(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. 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.

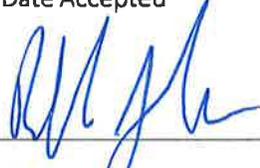
Sincerely,

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

Accepted

By:   
Jeremy Joachim  
Printed Name  
281-330-0154  
Phone  
2/22/2024  
Date Accepted

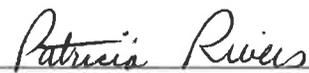
Effective Date: 05/19/2024

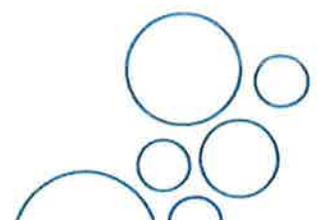
By:   
RebeKa Joachim  
Printed Name  
(832) 865-5591  
Phone  
02/23/2024  
Date Accepted

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)

Bcc: File2: EngFile# 4018 & 4031

By:   
Patricia Rivers  
Printed Name  
(360) 317-6938  
Phone  
03/05/2024  
Date Accepted





**JEREMY A JOACHIM**  
5405 LOCH LOMOND DR  
HOUSTON, TX 77096-2305

165

37-65/1119 2641  
6962900541

02/27/2024 DATE

PAY TO THE ORDER OF Washington Water Services Co. \$ 27,482.10

twenty-seven thousand, four hundred eighty two, and  $\frac{10}{100}$  DOLLARS  Security Features Details on Back



Wells Fargo Bank, N.A.  
Texas  
wellsfargo.com

FOR Water install, 1 of 2 payments

Jeremy Joachim MP

**PATRICIA M RIVERS**  
P O BOX 4055 360-871-6315  
SOUTH COLBY, WA 98384

5725

98-8022/3251

3/5/24 Date



Pay to the Order of Washington Water Services Co. \$ 17,867.90

Seventeen thousand eight hundred sixty-seven and  $\frac{90}{100}$  Dollars  Photo Safe Deposit® Details on back



Kitsap Credit Union  
P.O. Box 990  
Bremerton, WA 98337  
(360) 662-2000  
kitsapcu.org

For Water install 1 of 2 payments

Patricia M. Rivers MP

Received Mar 15, 2024

WA. UT. & TRANS. COMM. ORIGINAL UW-240197

Joachim Properties

600LF 6" PVC main

Proposed Services

New Property boundaries

Rivers Properties

