



WASHINGTON WATER SERVICE COMPANY

May 25, 2022

Amanda Maxwell, Executive Director & Secretary  
Washington Utilities and Transportation Commission  
PO Box 47250  
Olympia, WA 98504-7250

Dear Ms. Maxwell;

Enclosed is a copy of the contract between Paul and Marcia Berg and Washington Water Service Company (WWSC) to complete the tap and extension of the water main on 35<sup>th</sup> St NW. This site is in Pierce County, which is serviced by Artondale Water System, DOH ID# 03160V, Parcel #2376200160. This agreement has been signed by Paul Berg and countersigned by Matthew D. Brown, the General Manager of WWSC.

Estimated costs identified on attachment "A" are \$4,666. To this, a full payment of \$4,666 has been received for the total projected engineering costs, as attached.

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

14519 Peacock Hill NW  
Gig Harbor, WA 98332 Tel: (877) 408-4060

March 30, 2022

Paul & Marcia Berg  
10813 32<sup>nd</sup> St Ct NW  
Gig Harbor, WA 98335

Re: Artondale Water System, DOH ID# 03160V, Pierce County  
Service/extension for 5702 35<sup>th</sup> St NW, Gig Harbor, Parcel No. 2376200160  
Abbrev. Legal: A portion of the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Sec 24, T21N, R1E, W.M.

Dear Paul and Marcia Berg,

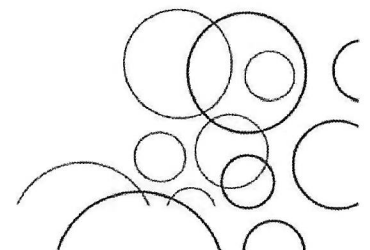
This Water Main Extension Agreement (the "Agreement") is between Washington Water Service Company (the "Washington Water") and Paul and Marcia Berg (the "Owners") to extend the existing water main line and installation of any other facilities needed to provide water utility service to the parcel(s) referenced 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 35<sup>th</sup> St NW. The projected cost of \$4,666 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, and 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 single service will tapped and set at your lot frontage on 35<sup>th</sup> St NW. 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.

Washington water recognizes that you have paid a portion of your connection fee to Rainier View Water Company. Therefore, the East Pierce County facilities charge has been waived for this installation and is not included in this contract.



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 full payment 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. 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 installation, 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. Washington Water will provide the Owner with a Certificate of Water Availability.

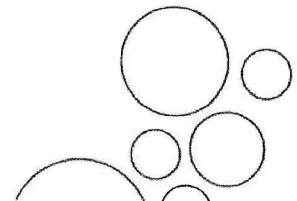
Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law, or otherwise, by Owner without the prior written consent of Washington Water, and any such assignment without such prior written consent 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 full payment of the projected costs (\$4,666) 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.

BEFORE TIE-IN/ACTIVATION OF 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 if any of the above noted examples are installed; 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,

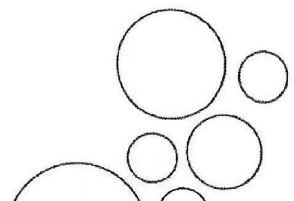
By: Matthew D. Brown  
Matthew D. Brown, P.E.  
General Manager

Accepted

By: Paul Berg  
Print Name: Paul Berg  
Phone: 253-307-0486  
Date Accepted: 4/1/2022

Enclosure(s)

- cc: Jim Morrison, Accounting Manager
- Eric Williams, Construction Superintendent
- Sarah Castro, Customer Service Manager
- James Jensen, Operations Manager (East Pierce)
- File2: EngFile# 3981





Paul A Berg  
Marcia L Berg  
10818 32nd St Ct NW  
Gig Harbor, WA 98335

3256

April 1, 2022

PAY TO THE ORDER OF Washington Water Service \$ 4,666.00

Four thousand six hundred sixty-six <sup>NO</sup> ~~/100~~ DOLLARS

Harborstone Credit Union

SAN DIEGO 200

service/extension  
FOR 5702 35th St NW, GH

Marcia L Berg

AP