Attachment L



Commissioners

Linda Oosterman – District 1 Russell E. Olsen – District 2 Chris Stearns – District 3

December 20, 2022

Steve Chamberlain 4570 Avery Ln. SE Lacey, WA 98516 sca@slcemail.com

Re: Updated WAL for Thurston County Parcels No. 11701220100, 11701220300 and 11701230700

Dear Mr. Chamberlain,

Enclosed is your Water Availability Notification for Parcels No. 11701220100, 11701220300 and 11701230700, in Thurston County. This Water Availability Notification expires three year from the date at the top of this letter.

Connections Available and ERU's

Thurston PUD has one hundred eighty (180) single residential unit ($\frac{3}{4}$ " meter = 1 ERU) connections available for your project.

Line Extension Agreement

Enclosed is the District's Extension Agreement that details the new main line and easement agreements that the owner will need to complete. The extension will be paid for by the property owner and then gifted to the PUD.

Approval of Design

The District requires review and approval of extension plans. Please submit a digital copy and one paper copy. These fees and deposits are required when submitting plans for approval.

- Line Extension Agreement \$200
- Estimated Plan Approval 5 hrs. (will be billed for actual hours).
- Estimate of Site Inspections 15 visits 2-3 hrs. (will be billed for actual hours).

Districts 2023 hourly rates are:

•	Project Management Specialist I	\$86
•	District Engineer II	\$119
•	Directors	\$119

Plan Approval	\$500
Estimated Cost for Inspection – 30 hours	\$3,000
Estimated Testing Costs per test	\$300
Line Extension Agreement	\$200
TOTAL DEPOSIT REQUIRED	\$4,000

Prior to Construction

Before work begins, full payment must be made, or contract completed for payment, to the District for General Facilities charges. As of January 1, 2023, those fees per connection are as follows:

• General Facility Charge per ERU \$ 5,000.00

Total estimated charges at 2023 fees for this project are as outlined:

General Facility Charge – 180 ERU's	\$900,000
TOTAL	\$900,000

New Customer Application for Service

When you are ready for water service for construction, prior to meters being installed a new account needs to be created for each lot. To create your account, download and fill out the New Customer Application for Service, at

<u>http://www.thurstonpud.org/docs/ApplicationPacketPDF.pdf</u>. Once completed, email your signed copy to <u>PUDCustomerService@ThurstonPUD.org</u>. The meter installation and new account fee will need to be paid at this time.

• ¾" meter fee per meter \$300.00

3/4" Service Meter – each ¾" connections	\$300
New Customer Application Fee – each new account	\$35
TOTAL	\$335

These fees and hourly rates are subject to change upon the approval of the Thurston PUD Board of Commissioners and per Developer Extension Agreement (District Contract 22-14).

If you have any questions, please call me at 360-357-8783 ext. 125.

Sincerely,

Kim Gubbe Director of Planning and Compliance

Enclosures:

Certificate of Water Availability Line Extension Agreement



Applicant: Chamberlain

Tax Parcel #: _11701220100

Project #

Date: 12/19/2022

Thurston County Resource Stewardship 2000 Lakeridge Drive SW Olympia, WA 98502 (360) 786-5490 / 360-754-2939 (Fax) Email: permit@co.thurston.wa.us www.co.thurston.wa.us/permitting/

CONNECTION TO A PUBLIC WATER SYSTEM CERTIFICATE OF WATER AVAILABLILITY

Use this for if you are proposing connection to a Public Water System

Purpose: To assure the availability of potable drinking water per RCW 19.27 and Article III of the Thurston County Sanitary Code.

Issuance of a Certificate of Water Availability (COWA) is required prior to issuance of all building permits for new construction or change of use when potable drinking water is required.

THIS SECTION TO BE COMPLETED BY THE PUBLIC WATER PURVEYOR/OWNER (see instructions on page 2)

Public Water System Name:	Pattison 500	I.D.#	665785	Group: A	
<u>Statement of Water System Purveyor/Owner</u> : I certify the proposed connection to this water system is within the scope of plans and specifications approved on <u>8/8/2022</u> (<i>date</i>). Signature of this document confirms assignment of a service connection.					
The system is approved for a maximum number of $\frac{2333}{1958}$ connections. There are currently, including this connection, $\frac{1958}{1958}$ number of active/pending service connections. The routine water quality monitoring samples and water quality are in compliance with WAC 246-290 or 291 (State Drinking Water Regulations).					
Signature: K. Khe		Title: Director of Plan	ning and Compl Dat	e: <u>12/19/2022</u>	
Purveyor Phone Number: (36))) 357-8783				
PERMIT ASSISTANCE CEN	ITER STAFF TO COMP	LETE THIS SECTIO	N		
FOR PERMIT ASSISTANCE S	TAFF EVALUATION				
	OOH Determination:	Adequate	Inadequate		
FOR ENVIRONMENTAL HEAL	TH STAFF EVALUATION				
Group B Systems and	File check:	Adequate	Inadequate		
Group B Exempt Systems	Total Connections:	Approved #	= Approved #	> Approved #	
	Sampling:	Adequate	Inadequate	🗖 NA	
	Water Quality:	Adequate	Inadequate	🗖 NA	
PERMIT ASSISTANCE STAFF	:				
WATER CERTIFICATE APPROVED					
Signature Title: Date					
ENVIRONMENTAL HEALTH STAFF					
WATER CERTIFICATE APPROVAL RECOMMENDED					
Signature		Title:		ate	



Thurston PUD

Developer's Extension Agreement And Design/Construction Specifications and Standards

2020

Thurston PUD 1230 Ruddell Rd SE Lacey WA 98503 360-357-8783 or 866-357-8783 www.ThurstonPUD.org

INSTRUCTIONS FOR DEVELOPER: EXTENSIONS TO THE WATER SYSTEM

The Public Utility District No. 1 of Thurston County (District) General Manager has the right to require, add, modify, or delete any requirements he deems necessary.

It is the policy of the District that the cost of water line extensions be built to the District's standards and shall be paid for by the property to be benefited. Insofar as possible, the District will provide the water supply per the Washington State, Department of Health, Drinking Water approved system. Extensions are normally installed through direct construction by the Developer. To be eligible, it is necessary that the tax parcel to be served is within the boundaries of the water supply approved service area. If the tax parcel is not currently within the boundaries of the District's service area boundaries, extensions of service area boundaries would need to be made prior to any applications for such extension. Approvals of changes in service area need to be approved through the Washington State, Department of Health, Drinking Water per WAC 246-290-100.

Extension by Developers:

If a Developer or property owner desires to extend the water system, he/ she may do so at his own expense, provided he/she complies with the standards and other requirements of the District. It is the responsibility of the Developer to hire a certified engineer to prepare the drawings, to District standards, for the approval of the District. Developer shall submit two (2) hard copies and one digital for approval.

The following steps are necessary for any extension to the water system:

- 1. At the time that the preliminary plat or Master Application is filed with the County, a letter requesting the availability of water should be submitted to the District for approval. A preliminary plat or other application materials should accompany this request.
- 2. Prior to the installation of water mains, an Application for Permission to Construct Extensions to the Distribution System of the District must be signed by the Developer.
- 3. After the plans are approved and the Developer wishes to proceed with calling for bids. The District may provide a list of contractors who have done adequate work for the District and are on the District's Small Works Roster. If a contractor, not currently on the District's Small Works Roster, is selected by the Developer, the contractor must apply to be placed on the District's Small Works Roster so that the District will have time to interview the contractor regarding qualifications to perform the contract. A performance bond is required of the Developer. Only licensed contractors shall be employed by the Developer.
- 4. The Director of Operations and Compliance or the District Manager shall be notified, not less than five (5) working days in advance, and a preconstruction meeting with meeting minutes must take place before work commences. Any work that is performed without proper notification to the District's Manager will be summarily rejected.
- 5. Before any work can begin, payment must be made to the District for General Facilities Charges, Connection Charges, estimated inspection cost, testing costs, etc. outlined in the *Contract Letter*. There can be no exceptions to payment of these charges before work begins.
- 6. During the progress of the work, full-time inspection is required by District. Inspection by the District will be at contractor's expense.
- 7. After completion of construction, a standard pressure test to 200 psi shall be performed. The District's Inspector needs to be present.

- 8. After the pressure test, water samples shall be taken by the District, upon approval of purity in writing is received, connections to the water system may occur.
- 9. At this point, the Developer and the Contractor should ask for an inspection and acceptance of the mains. This inspection should be performed by the District's Inspector or Director of Field Operations in the presence of the Contractor and Developer.
- 10. The Developer shall furnish the District with a cost breakdown showing the total cost of construction.
- 11. The Developer shall furnish the District any permanent easements necessary to cross other property, and As-Built drawings, two (2) hard copies and one digital.
- 12. When water service is needed, the Developer may request meters to be installed by the District, allowing 5 working days. In any areas where excessive pressure exists (in excess of 80 pounds per square inch static pressure), the Developer is responsible for the installation of individual pressure reducing valves on the service connections.
- 13. Before acceptance of the water mains by the District, the Developer must convey to the District notarized easements, maintenance bond and bill of sale deeding these mains to the District. The conditions and standards which correspond to the specifications on all of the Developer's jobs are on file at the District's office. It is the responsibility of the Developer and his contractor to familiarize themselves with the specifications prior to starting work.

DEVELOPER'S EXTENSION AGREEMENT

 THIS AGREEMENT entered into this _____day of _____, 20____,

 between Public Utility District No. 1 of Thurston County, organized under the laws of the State of

 Washington (hereinafter referred to as the "District") and ______ and

 _______ (hereinafter referred to as the "Contractor" and the

("Developer").

RECITALS

WHEREAS, the Contractor and Developer have proposed to install, at the Developer's cost estimated to be \$______, a water distribution main and related operating equipment and appurtenances (hereinafter "improvements") to District standards and specifications at the following described property:

Legal Description including Parcel Number:

Common Address:

the details of which are further referred to on Drawing No. 1 attached hereto as Exhibit A and by this reference incorporated herein, and to furnish a bond to the District, holding it harmless from negligence of the Contractor or subcontractor, liens, third-party liability and defective material or equipment, a copy of which is attached hereto as marked Exhibit B and by this reference incorporated herein; and

WHEREAS, at the completion of said work, the Developer proposes to convey all of the improvements to the District by fully executed bill of sale, a copy of which is attached hereto as Exhibit C and by this reference incorporated herein;

NOW, THEREFORE, in consideration of the mutual benefits to be derived by all parties hereto, it is agreed as follows:

1. The Contractor shall proceed to furnish said Performance and Payment Bond and, at the cost hereinabove provided for, to construct the improvements in accordance with the District's Standards and Specifications, a copy of which is attached hereto as Exhibit D and by this reference incorporated herein.

2. Upon completion of the work by the Contractor and upon acceptance of the improvements by the District for the purpose of providing maintenance and operation, Developer shall furnish all necessary conveyances, such as the Bill of Sale and the Maintenance Bond, in a form to be approved by the District, including a duly executed easement providing access to the improvements for purposes of maintaining, repairing or replacing, if necessary, the proposed improvements, a copy of which is attached hereto as Exhibit E and incorporated herein by this reference.

3. From the date of acceptance, the District shall maintain and operate the improvements conveyed and provide water service to the property.

The District reserves the right to install, if necessary, any and all of the improvements on 4. Exhibit A hereto, with all costs of construction to be paid by Developer.

5. Prior to the start of construction, all proposed deviations from the specifications shall be submitted in writing to the Manager of the District and approved by the District.

6. Prior to the start of construction, all "approved equal" materials shall be submitted in writing to the Manager of the District, and cannot be substituted for specified materials without his prior written approval.

PUD No. 1 of Thurston County

By: ______General Manager

CONTRACTOR:

By: _____

DEVELOPER:

By: ______

PUD No. 1 of Thurston County 1230 Ruddell Rd SE Lacey, WA 98503

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned grantor(s) does by these presents hereby grant, bargain and convey, set over, assign, transfer and sell to the Public Utility District No. 1 of Thurston County, Thurston County, Washington, a municipal corporation, the following described water mains and appurtenances hereto, situated in _____ County, Washington.

ALONG	FROM	ТО	SIZE	LENGTH

The said grantor(s) hereby certifies that he/she/they/it is/are the sole owner(s) of all the property described above, that they have full power to convey the same and that they will defend the said titles of said Water District against any and all persons lawfully making claim thereto.

The total cost of installing the above described extension(s) to the present District system including labor and materials, is ______ dollars (\$_____).

IN WITNESS WHEREOF, this Bill of Sale is executed this _____day of ______,

GRANTOR:

STATE OF WASHINGTON)) ss. COUNTY OF _____)

On this day personally appeared before me_______to me known to be the individual or individuals described herein and who executed the within and foregoing instrument, and acknowledge that he/she/they executed said instrument as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____day of _____, ____.

 (Print Name)______

 NOTARY PUBLIC in and for the State of

 Washington, residing at ______

 My Commission expires: _______

<u>After Recording, Return t</u>o: Public Utility District No. 1 of Thurston County 1230 Ruddell Rd SE Lacey, WA 98503

EASEMENT FOR WATER UTILITIES (WATER PIPELINE)

NOTE: "Document must meet the County Auditor requirements."

The Grantor,______, does hereby grant to Public Utility District No. 1 of Thurston County, Thurston County, Washington, a municipal corporation, Grantee, its successors and assigns, an easement over, though, under, across, upon and in the following described real property situated in Thurston County, Washington, to wit:

Parcel #______ being described as follow

An easement over, under and across the above parcel as described:

for construction, operation, maintenance, repair, and/or replacement of a water pipeline and appurtenances thereto, together with all rights of ingress and egress to and from said easement for all purposes necessary and related thereto. Grantor, its heirs and assigns, agree to refrain from constructing or maintaining any structures (such as buildings and appurtenances, sheds, carports, above or underground vaults or manholes, or large utility lines), allow substantial vegetation, or allow any items or debris in the easement that would prohibit Grantee the full use and enjoyment of said easement.

DATED this	day of		
			_
		GRANTORS:	

(document continued)

Easement for Water Utilities Public Utility District No. 1 of Thurston County and Page 2

Parcel	#

STATE OF WASHINGTON)) ss. COUNTY OF THURSON)

On this day personally appeared before me______to me known to be the individual or individuals described herein and who executed the within and foregoing instrument, and acknowledge that he/she/they executed said instrument as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____

(Print Name)_

NOTARY PUBLIC in and for the State of Washington, residing at _____

My Commission expires:

day of

PERFORMANCE AND PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, the undersigned, _	, as principal,
and	

_______, a corporation organized and existing under the laws of the State of Washington, as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to Public Utility District No. 1 of Thurston County in the penal sum of \$___, (100% value of materials, equipment & time of water improvements installed by principal) for the payment of which sum on demand we bond ourselves and our successors, heirs, administrators and/or personal representatives, as the case may be.

This obligation is entered into pursuant to the statutes of the State of Washington.

DATED this ________, 20______,

THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT:

WHEREAS, Public Utility District No. 1 of Thurston County has executed or is about to execute a certain contract with the above bonded principal and providing for installation of a water distribution main and related operating equipment at the location referred to on Exhibit A attached to the contract, which contract is incorporated herein by reference; and

WHEREAS, the said principal has executed or is about to execute the contract and undertake to perform the work therein provided for in the manner and within the time set forth;

Developer's Extension Program

within such year), then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

AND FURTHER, we, the undersigned Developer, as principal, and _______, a corporation organized and existing under the laws of the State of Washington and duly authorized to do business as a surety in the State of Washington, are jointly and severally held and firmly bound to Public Utility District No. 1 of Thurston County in the sum of ______ Dollars \$______) for the payment of which we do jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns by these presents.

WITNESS our hand this ______ day of ______, _____.

PRINCIPAL:

By:_

Its _____

SURETY, ATTORNEY-IN-FACT:

By:_

Its _____

Address:_

Approved:

Public Utility District No. 1 of Thurston County

By:_____ General Manager

Developer's Extension Program

MAINTENANCE BOND

BOND NO.

KNOW ALL MEN BY THESE PRESENTS

That______as Principal, hereinafter called Contractor, and______, as Surety, hereinafter called Surety, are held and firmly bound unto **Public Utility District No. 1 of Thurston County** as Obligee, hereinafter called Owner, in the penal sum of fifteen percent (15%) being _______, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated ______, 20_____ entered into a contract with Owner for **Water Service** in accordance with the General Conditions, the Drawings and Specifications, which contract is by reference incorporated herein, and made a part hereof, and is referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall remedy any defects due to faulty materials or workmanship which shall appear within a period of **One (1)** year from the date of substantial completion of the work provided for in the Contract, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that Owner shall give Contractor and Surety notice of observed defects with reasonable promptness.

	SIGNED and sealed this	day of	, 20
IN TH	E PRESENCE OF:	(Contractor)	
By	Witness	By	(Seal)
			Title
		(Surety)	
		By:	
		<u>,</u> 2 =	Attorney-in-Fact