

**NORTH BEACH WATER DISTRICT
PACIFIC COUNTY, WASHINGTON**

RESOLUTION 18-2014

A RESOLUTION OF THE NORTH BEACH WATER DISTRICT OF PACIFIC COUNTY, WASHINGTON, APPROVING CONTRACT FOR SERVICE EXTENTION WITH PUBLIC UTILITY DISTRICT NO. 2 OF PACIFIC COUNTY, WASHINGTON.

WHEREAS, North Beach Water District's Wiegardt Wellfield needs electric power to operate pumps and other apparatus; and

WHEREAS, Public Utility District No.2 of Pacific County, Washington has provided an estimate and contract to provide electrical service to the Wiegardt Wellfield of sufficient voltage and current to meet the District's current and foreseeable needs in the amount of nineteen thousand nine hundred six dollars (\$19,906.00), now, therefore,

BE IT RESOLVED, by the Board of Commissioners of North Beach Water District, Pacific County, Washington, to approve the Contract for Service Extension with Public Utility District No. 2 of Pacific County, Washington attached hereto and incorporated herein as Exhibit A.

ADOPTED BY the Board of Commissioners of North Beach Water District, Pacific County, Washington at its regular meeting held on the 18th day of August, 2014

Brian Sheldon, Commissioner
Position #1

Gwen Brake, Commissioner
Position #2

Glenn Ripley, Commissioner
Position #3

CONTRACT FOR SERVICE EXTENSION
between
PUBLIC UTILITY DISTRICT NO. 2
of Pacific County, Washington
and

NORTH BEACH WATER DISTRICT
Customer

THIS AGREEMENT, made and entered into this _____ day of _____, 20____ by and between PUBLIC UTILITY DISTRICT NO. 2 of PACIFIC COUNTY, WASHINGTON, a municipal corporation, duly organized and existing under and by virtue of the laws of the State of Washington, as party of the first part, hereinafter referred to as the "District", and North Beach Water District, party of the second part, hereinafter referred to as the "Customer".

WITNESSETH:

WHEREAS, the Commissioners of the District, at a regular meeting held September 15, 1992, approved a service extension policy providing for the terms and conditions upon which such service extensions will be made by the District; and

WHEREAS, the Customer being desirous of entering into a contract with the District for a service extension, in compliance with said service extension policy; IT IS NOW THEREFORE AGREED AS FOLLOWS:

- 1. The Customer does hereby warrant that he is the owner, purchaser, or lessee of the premises to be served as herein described, and intends to receive electric service under the General Service class of service.

121133 262

- 2. The District does hereby agree to construct a service extension and/or install service facilities at an estimated cost of \$ 19,575.00. Such cost including, but not limited to the cost of poles, fixtures, conductors, fuses, switches, transformers, cables, vaults, conduits, service conductors, permits, labor, restoration, right-of-way clearing, easements, and engineering and legal work.
- 3. The District and the Customer do hereby agree that if the actual completed service extension cost varies by more than ten percent from the estimated cost, the contribution of the aid to construction payment amount shall be adjusted accordingly, and the Customer will either receive a refund or be billed the additional amount.
- 4. The Customer does hereby agree to pay the District prior to the commencement of the installation, the amount of \$ 19,575.00 as a contribution to the aid to construction.
- 5. The Customer does hereby agree to purchase electric service from the District for a period of five (5) years from the date electrical energy is first available to the premises, and agrees to pay for such energy supplied at the current rate as now specified by the District for the class of service used or as may be hereafter adopted for similar class of service.
- 6. It is hereby understood that said service extension shall remain the property of the District and that the District may connect additional customers to said service extension.
- 7. The District does hereby agree to refund the Customer an amount based on a prorated cost of the original line extension should additional customers be connected to the service extension during the term of this Agreement.
- 8. The Customer does hereby agree to accept electric service in accordance with the service policies and conditions of use and/or rate schedules as are now in force or may subsequently be revised, amended, supplemented, or otherwise changed from time to time. By signature, the Customer acknowledges that District policies are available for review upon request.

- 9. The Customer does hereby agree to reimburse the District for any costs, legal or otherwise, which may be incurred by the District for the enforcement of any of the covenants of this Agreement.
- 10. This Agreement shall be binding upon the parties hereto and their heirs, administrators, successors, and assigns, and shall run with the property herein described and become a burden thereon.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this _____ day of _____, 20____.

NORTH BEACH WATER DISTRICT

By : _____
 Owner

 Owner

STATE OF _____)
) ss.
 COUNTY OF _____)

THIS IS TO CERTIFY that on this _____ day of _____, 20____, before me, a Notary Public in and for the State of _____, personally appeared _____ to me known to be the person(s) described in and who executed the within instrument, and acknowledged that _____ signed and sealed the same as _____ free and voluntary act(s) and deed(s) for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and affixed by official seal on the day and year in this certificate first above written.

 Notary Public in and for the State of _____
 _____ residing at _____

PUBLIC UTILITY DISTRICT NO. 2
 of Pacific County, Washington

Recommended by:

 Chief Engineer

 President

 Manager

 Secretary

PUBLIC UTILITY DISTRICT NO. 2
OF
PACIFIC COUNTY



4th and Duryea Street
P.O. Box 472
Raymond, Washington 98577
(360) 942-2411 • FAX (360) 875-9388

9610 Sandridge Road
P.O. Box 619
Long Beach, Washington 98631
(360) 642-3191 • FAX (360) 642-9389

Dear North Beach Water District,

Date Mailed: 7/30/14

The estimated cost to provide electric service to your property located at 121133 262, is \$ 19,906.00

The following checked items will be required in advance of construction if you wish to proceed with the service extension.

- The enclosed service extension contract must be executed by all parties in ownership of property described herein, notarized and returned to this office.
- The \$ 19,575.00 aid to construction must be advanced to the District.
- The \$ 811.00 new service capacity charge must be advanced to the District.
- The \$ 20.00 for new service charge and other fees must be advanced to the District.
- The (\$100.00) pre-paid application fee to be credited to the above costs if service is connected within one (1) year of 7/17/14.
- The enclosed easement must be executed by all parties in ownership of property described herein, notarized and returned to this office.
- Provide a 36" deep trench, backfill and make all restoration for the primary underground cable extension.
- All legal property corners must be clearly identified in the field.
- Cost to reflect a \$6,000.00 credit from Z St. underground job.

We will schedule the work upon completion of the financial requirements and will connect your service after approval by the Washington State Electrical Inspector. We accept payment by check, cash, or money order only.

This quotation is valid for ninety (90) days.

Sincerely,

Jason Dunsmoor

Jason Dunsmoor
Chief of Engineering & Operations

Return Address:
P.U.D. No. 2 of Pacific County
P.O. Box 472
Raymond, WA 98577

EASEMENT

Grantor: NORTH BEACH WATER DISTRICT
Grantee: Public Utility District No. 2 of Pacific County
Legal Description: 121133 262
Assessor's Tax Parcel ID# 12113313262

Know All Men By These Presents: For good and valuable consideration, receipt whereof is hereby acknowledged, the undersigned hereby grants a perpetual easement to PUBLIC UTILITY DISTRICT NO. 2 of PACIFIC COUNTY, WASHINGTON, a municipal corporation, its' successors and assigns, with the right to place, construct, operate and maintain, inspect, reconstruct, repair, replace and keep clear Electric Power Lines, Telecable Lines, and Communication Lines with wires, cables, fixtures and appurtenances attached thereto, as the grantee may from time to time require, upon, across, over, and/or under the above described property situated in PACIFIC County, State of Washington:

Northerly ten feet of said property

Grantee shall at all times have the right of full and free ingress to and egress from said property for all purposes herein mentioned, and to remove at any time, any or all of the Electric Power lines, Telecable Lines, and Communication Lines and/or wires, cables, fixtures and appurtenances from the said property, with the understanding that grantee shall be responsible for any unnecessary damage it causes grantor by the exercises of the rights and privileges herein granted.

The Grantors covenant for themselves, their heirs, successors and assigns that: a) they will not build or place, or allow to be built or placed, any structure of any kind over or under the electric or telecommunication facilities and that structure, if any, not be constructed closer than ten (10) feet from the nearest electric or telecommunication facilities; b) that if such a structure is built or placed, they will remove the same at the request of the Grantee at no cost to the Grantee, or in the alternative, pay the Grantee the cost of rerouting the utilities around the structure.

The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the undersigned has executed this instrument this _____ day of _____, 2014.

WITNESS: North Beach Water District

By: _____

State of _____, County of _____

On this day personally appeared before me _____ to me known to be the individuals described herein and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington, residing at: _____
My Commission expires: _____