



## Walla Walla County Community Development Department

310 W Poplar Street, Suite 200, Walla Walla, WA 99362

Phone: 509-524-2610

General inquiries: [commdev@co.walla-walla.wa.us](mailto:commdev@co.walla-walla.wa.us)

Document Submittal: [permits@co.walla-walla.wa.us](mailto:permits@co.walla-walla.wa.us)

### Water availability form

12 digit tax parcel # 310807510026 or Property I.D. # \_\_\_\_\_

Property Owner: Pro Made Homes, LLC

Site Address: Burbank, WA 99323

**Water Usage:** NOTE: Conditions on water use exist which limit gallons that may be used per day for new permit-exempt wells in the Walla Walla Basin. Future withdrawals from the gravel aquifer in a high-density area (zoned with a density equal to or denser than one residence per ten acres) will be limited to only domestic uses. Commercial or industrial uses must utilize a well drilled into the deep aquifer. Additionally, new permit-exempt-well users may have to mitigate for outdoor water usage. See Department of Ecology information packet, WAC Chapter 173-532, or call the Water Master @ (509)540-7680 or Dept of Ecology @ (509)329-3400 for more information.

Will you be utilizing a new permit-exempt well, as defined by the Department of Ecology? Yes\* \_\_\_\_\_  
No X

\*If yes, will water be withdrawn from the gravel (shallow) aquifer?

Yes \_\_\_\_\_ No \_\_\_\_\_ (if yes, you must contact Dept of Ecology at the number listed above)

#### Persuant to RCW19.27.097 The following information is required.

##### Type of water system:

Public / Community water system - Fill out section 1

Individual water source - Fill out section 2

Other - Fill out section 3

#### Section 1 - Public / Community Water System

Name of Water System: Great Basin Water Burbank

State Id #: 314773

X This water system is capable and willing to provide water to the above listed parcel/address.

\_\_\_\_\_ The water system has been approved for 223 services. There are currently 212 connections in use. This will be the \_\_\_\_\_ connection. See attached

\_\_\_\_\_ This connection will be to upgrade or change the use of an existing connection on this system.

The nature of this change is: \_\_\_\_\_

Signature of Water System Mgr.: [Signature] Date: 09/29/21

Printed Name: COREY BITTON

Contact information: Phone #: 509-727-5774 Email address: dirtman65@hotmail.com

Mailing address: 3035 Rickenbacker Dr. Pasco WA 99301



Section 2 - Individual water source (please check all that apply)

\_\_\_\_ Use of water for this structure is authorized by a valid water right permit: # \_\_\_\_\_, and has not been relinquished.

\_\_\_\_ This well is newly constructed. (Attach Well Log)

\_\_\_\_ This well has been in existence since \_\_\_\_\_

The well driller often performs well capacity tests at the time the well is constructed. Results from these tests are noted on the water well report. Results from these tests will be accepted. If the water well report cannot be located by the applicant or if the water well report does not have a capacity test, a well capacity test - which provides stabilization of draw-down and recovery data - must be performed by a licensed contractor. (Attach Water Capacity Test Report)

Water bacteriological test must be completed and submitted prior to Final Inspection for Occupancy.

Section 3 - Other (Spring or Surface water) - (please check all that apply)

\_\_\_\_ Washington State Department of Ecology Permit

\_\_\_\_ This water has been quality tested and will not require disinfection for potability. (Attach report)

\_\_\_\_ This water has been quality tested and will require disinfection for potability. (Attach report)

The method of disinfection that will be used is: \_\_\_\_\_

A Water bacteriological test must be completed and submitted to this office **prior** to Final Inspection for Occupancy.

Signature of Property Owner: Paul Date: \_\_\_\_\_

Mailing address: 105609 E Wiser Pkwy Kennewick WA 99338

Contact phone #: 509-392-7080

email address: Paul@InfinityHomesofWA.com





WATER RIGHT  
SOLUTIONS, LLC

**MEMORANDUM**

*Great Basin Water – Burbank: Intent to Serve*

The Great Basin Water – Burbank (GBW-Burbank) water system is approved by the Washington Department of Health for 223 connections within their service area, 212 of which are currently being served. Mr. Corey Bitton, owner of the GBW Burbank water system, is currently in the process of obtaining up to an additional 3300 acre-feet of water for municipal supply (in-house and residential irrigation) purposes from the Washington State Department of Ecology (Ecology). Ecology is currently allocating water through a program authorized through RCW 90.90.010, which provides water released from Lake Roosevelt for allocation for new uses of water for municipal, industrial and commercial uses.

The subject volume of water has been allocated and reserved for the GBW-Burbank system. Public notice is being prepared as of the date of this memo, as required by statute, and a Water Service Contract is being developed by Ecology. A sample contract for this program is attached.

While the specific number of residences, nor any preliminary plans, for the Hunstman Estates development have been made available to GBW-Burbank as of the date of this memo, the 3300 acre-feet will be sufficient to supply water for municipal supply purposes what is understood to be in the range of 400-600 homes being considered for development within Walla Walla County Parcel No. 310807510026.

Bill Neve, CWRE  
Water Right Solutions, LLC  
September 17, 2021





# WATER FACILITIES INVENTORY (WFI) FORM

ONE FORM PER SYSTEM

Quarter: 2  
Updated: 07/28/2021

Printed: 8/5/2021

WFI Printed For: On-Demand

Submission Reason: Owner Update

RETURN TO: Central Services - WFI, PO Box 47822, Olympia, WA, 98504-7822

<b>1. SYSTEM ID NO.</b> 314773		<b>2. SYSTEM NAME</b> GREAT BASIN WATER BURBANK		<b>3. COUNTY</b> WALLA WALLA		<b>4. GROUP</b> A		<b>5. TYPE</b> Comm																	
<b>6. PRIMARY CONTACT NAME &amp; MAILING ADDRESS</b>  COREY K. BITTON [OWNER] 3035 RICKENBACKER DR PASCO, WA 99301					<b>7. OWNER NAME &amp; MAILING ADDRESS</b>  COREY K. BITTON 3035 RICKENBACKER DR PASCO, WA 99301																				
<b>STREET ADDRESS IF DIFFERENT FROM ABOVE</b> ATTN ADDRESS CITY STATE ZIP					<b>STREET ADDRESS IF DIFFERENT FROM ABOVE</b> ATTN ADDRESS CITY STATE ZIP																				
<b>9. 24 HOUR PRIMARY CONTACT INFORMATION</b> Primary Contact Daytime Phone: Primary Contact Mobile/Cell Phone: (509) 438-4450 Primary Contact Evening Phone: Fax: E-mail: xxxxxxxxxxxxxxxxxxxxxxxx					<b>10. OWNER CONTACT INFORMATION</b> Owner Daytime Phone: Owner Mobile/Cell Phone: (509) 438-4450 Owner Evening Phone: Fax: E-mail: xxxxxxxxxxxxxxxxxxxxxxxx																				
<b>11. SATELLITE MANAGEMENT AGENCY - SMA (check only one)</b> <input checked="" type="checkbox"/> Not applicable (Skip to #12) <input type="checkbox"/> Owned and Managed <input type="checkbox"/> Managed Only <input type="checkbox"/> Owned Only SMA NAME: SMA Number:																									
<b>12. WATER SYSTEM CHARACTERISTICS (mark all that apply)</b> <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial / Business <input type="checkbox"/> Day Care <input type="checkbox"/> Food Service/Food Permit <input type="checkbox"/> 1,000 or more person event for 2 or more days per year <input type="checkbox"/> Hospital/Clinic <input type="checkbox"/> Industrial <input type="checkbox"/> Licensed Residential Facility <input type="checkbox"/> Lodging <input type="checkbox"/> Recreational / RV Park <input checked="" type="checkbox"/> Residential <input type="checkbox"/> School <input type="checkbox"/> Temporary Farm Worker <input type="checkbox"/> Other (church, fire station, etc.):																									
<b>13. WATER SYSTEM OWNERSHIP (mark only one)</b> <input type="checkbox"/> Association <input type="checkbox"/> City / Town <input type="checkbox"/> County <input type="checkbox"/> Federal <input checked="" type="checkbox"/> Investor <input type="checkbox"/> Private <input type="checkbox"/> Special District <input type="checkbox"/> State								<b>14. STORAGE CAPACITY (gallons)</b> 85,000																	
<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>				<b>19</b>	<b>20</b>	<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>													
	<b>SOURCE NAME</b>	<b>INTERTIE</b>	<b>SOURCE CATEGORY</b>				<b>USE</b>		<b>TREATMENT</b>	<b>DEPTH</b>		<b>SOURCE LOCATION</b>													
	LIST UTILITY'S NAME FOR SOURCE AND WELL TAG ID NUMBER. Example: WELL #1 XYZ456  IF SOURCE IS PURCHASED OR INTERTIED, LIST SELLER'S NAME Example: SEATTLE	INTERTIE SYSTEM ID NUMBER	WELL	WELL IN A WELL FIELD	SPRING	SPRING IN SPRINGFIELD	SEA WATER	SURFACE WATER	RANNEY/INF. GALLERY	OTHER	PERMANENT	SEASONAL	EMERGENCY	SOURCE METERED	NONE	CHLORINATION	FILTRATION	FLUORIDATION (UV)	OTHER	DEPTH TO FIRST OPEN TERTIAL IN FEET	CAPACITY (GALLONS PER MINUTE)	1/4, 1/4 SECTION	SECTION NUMBER	TOWNSHIP	RANGE
S01	Well #1		X										X	X						76	1100	SW NE	12	08N	30E
S02	Well #2		X								X			Y	X			X		72	1100	SW NE	12	08N	30E
S04	Well #4		X								X			Y	X			X		1670	3500	SW NE	12	08N	30E
S05	InAct 03/18/2013 Columbia View/14176	14176 A											X	X							200			00N	00E



# WATER FACILITIES INVENTORY (WFI) FORM - Continued

<b>1. SYSTEM ID NO.</b> 314773	<b>2. SYSTEM NAME</b> GREAT BASIN WATER BURBANK	<b>3. COUNTY</b> WALLA WALLA	<b>4. GROUP</b> A	<b>5. TYPE</b> Comm
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	ACTIVE SERVICE CONNECTIONS	DOH USE ONLY! CALCULATED ACTIVE CONNECTIONS	DOH USE ONLY! APPROVED CONNECTIONS
<b>25. SINGLE FAMILY RESIDENCES (How many of the following do you have?)</b>		212	223
A. Full Time Single Family Residences (Occupied 180 days or more per year)	212		
B. Part Time Single Family Residences (Occupied less than 180 days per year)	0		
<b>26. MULTI-FAMILY RESIDENTIAL BUILDINGS (How many of the following do you have?)</b>			
A. Apartment Buildings, condos, duplexes, barracks, dorms	0		
B. Full Time Residential Units in the Apartments, Condos, Duplexes, Dorms that are occupied more than 180 days/year	0		
C. Part Time Residential Units in the Apartments, Condos, Duplexes, Dorms that are occupied less than 180 days/year	0		
<b>27. NON-RESIDENTIAL CONNECTIONS (How many of the following do you have?)</b>			
A. Recreational Services and/or Transient Accommodations (Campsites, RV sites, hotel/motel/overnight units)	0	0	0
B. Institutional, Commercial/Business, School, Day Care, Industrial Services, etc.	0	0	0
<b>28. TOTAL SERVICE CONNECTIONS</b>		212	223

<b>29. FULL-TIME RESIDENTIAL POPULATION</b>
A. How many residents are served by this system 180 or more days per year? <span style="float: right;">656</span>

30. PART-TIME RESIDENTIAL POPULATION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
A. How many part-time residents are present each month?												
B. How many days per month are they present?												

31. TEMPORARY & TRANSIENT USERS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
A. How many total visitors, attendees, travelers, campers, patients or customers have access to the water system each month?												
B. How many days per month is water accessible to the public?												

32. REGULAR NON-RESIDENTIAL USERS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
A. If you have schools, daycares, or businesses connected to your water system, how many students, daycare children and/or employees are present each month that are NOT already included in the residential population?												
B. How many days per month are they present?												

33. ROUTINE COLIFORM SCHEDULE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
	1	1	1	1	1	1	1	1	1	1	1	1

34. NITRATE SCHEDULE	QUARTERLY	ANNUALLY	ONCE EVERY 3 YEARS
(One Sample per source by time period)			

<b>35. Reason for Submitting WFI:</b>
<input type="checkbox"/> Update - Change <input type="checkbox"/> Update - No Change <input type="checkbox"/> Inactivate <input type="checkbox"/> Re-Activate <input type="checkbox"/> Name Change <input type="checkbox"/> New System <input type="checkbox"/> Other _____

<b>36. I certify that the information stated on this WFI form is correct to the best of my knowledge.</b>	
SIGNATURE: _____	DATE: _____
PRINT NAME: _____	TITLE: _____



**WS ID**    **WS Name**  
31477    Great Basin Water Burbank

Total WFI Printed: 1



***Water Facilities Inventory (WFI)***

**Report Create Date:** 8/5/2021  
**Water System Id(s):** 314773  
**Print Data on Distribution Page:** ALL  
**Print Copies For:** DOH Copy  
**Water System Name:** ALL  
**County:** -- Any --  
**Region:** ALL  
**Group:** ALL  
**Type:** ALL  
**Permit Renewal Quarter:** ALL  
**Water System Is New:** ALL  
**Water System Status:** ALL  
**Water Status Date From:** ALL      **To** ALL  
**Water System Update Date** ALL      **To** ALL  
**Owner Number:** ALL  
**SMA Number:** ALL  
**SMA Name:** ALL  
**Active Connection Count From:** ALL      **To:** ALL  
**Approved Connection Count** ALL      **To:** ALL  
**Full-Time Population From:** ALL      **To:** ALL  
**Water System Expanding** ALL  
**Source Type:** ALL  
**Source Use:** ALL  
**WFI Printed For:** On-Demand

**WATER SERVICE CONTRACT**  
**BETWEEN**  
**OFFICE OF THE COLUMBIA RIVER**  
**WASHINGTON DEPARTMENT OF ECOLOGY**  
**AND**  
**<APPLICANT>**

**EXPLANATORY RECITALS:**

**Whereas, the following preliminary statements are made in explanation:**

1. RCW 90.90.010 authorizes the Department of Ecology's Office of Columbia River (OCR) to enter into water service contracts to recover all or a portion of the cost of developing water supplies.
2. Since 2004, OCR has partnered with the United States Bureau of Reclamation (Reclamation) on releasing additional water from Lake Roosevelt for new water supplies.
3. On December 21, 2010, Ecology issued Surface Water Certificate S3-30556 authorizing Reclamation to release 37,500 acre-feet of water from Lake Roosevelt for the purpose of instream flow purposes, with 25,000 acre-feet to be used as replacement water for out-of-stream municipal and industrial uses.
4. On December 21, 2010, Ecology issued Trust Water Certificate S3-30556, accepting 37,500 acre-feet of water into the Trust Water Rights Program.
5. OCR entered into a federal water service contract with Reclamation on August 2, 2011, Contract No. 11XX101734 (Reclamation Contract). The Reclamation Contract is attached hereto as Appendix A. The Reclamation Contract relates to the 37,500 acre-feet of water supply released for instream flows and new municipal and industrial permits. The Reclamation Contract has a term of 40 years, expiring on August 2, 2051, unless it is renewed pursuant to its terms.

The <APPLICANT> holds an application for a water right (Application No. XXXX) that was filed with Ecology on (<DATE>).

**I. THIS WATER SERVICE CONTRACT (AGREEMENT)** is made and entered into by and between the Washington State Department of Ecology, hereinafter referred to as "ECOLOGY", and the <APPLICANT>, hereinafter referred to as "APPLICANT".

**II. IT IS THE PURPOSE OF THIS AGREEMENT** to establish a contractual framework for the APPLICANT to reimburse the State of Washington through ECOLOGY an agreed upon annual sum to utilize permitted waters of the State of Washington under Water Right Permit No. XXX (Appendix B) for beneficial use of that water. This Agreement is intended to describe the annual costs, the conditions to the Agreement and the term of service for the use of that water. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

1. **III. STATEMENT OF PERFORMANCE:** Ecology has conducted a water right investigation and will issue a Report of Examination (ROE) approving the application after the APPLICANT signs this Agreement. After any appeal of the ROE is concluded, Ecology will issue a permit (unless the ROE is vacated upon appeal). All provisions, conditions and limitations of water use identified in Attachment B are incorporated into this contract.

The supply of water authorized in Attachment B is a permanent authorization. However, it is mitigated by a non-permanent federal water service contract. In the future, either the Reclamation Contract will be



renewed, or OCR will make best efforts to replace it with another water supply source that provides equal mitigation value.

**IV. PERIOD OF PERFORMANCE:** Subject to its other provisions, the period of performance of this Agreement shall commence on the date of permit issuance, and run as long as the APPLICANT receives water pursuant to Attachment B, unless amended or terminated sooner as provided herein.

**V. TERMS OF PAYMENT:** Cost recovery payments for this Agreement are based on costs incurred by ECOLOGY as a result of the Reclamation Contract, unless otherwise amended. The Reclamation Contract and its terms and conditions are incorporated by reference into this Agreement. Annual payments due by the APPLICANT to ECOLOGY are as follows:

APPLICANT shall pay Ecology an annual sum of \$35 per acre-foot per year based on the permitted or certificated quantity described in Appendix B. Ecology may at its sole discretion adjust this rate if Reclamation exercises Provision 14(2)(b) of the Reclamation Contract, which provides for periodic review of payments for water service contracts under Federal Reclamation law. ECOLOGY shall not adjust its rate unless it provides APPLICANT with 90 days notice of said rate adjustment.

**VI. BILLING PROCEDURE:** Payment shall be based on the full permitted quantity in Appendix B. At such time as the permit is superseded, or perfected and replaced by a certificate, then the payment shall be based upon the superseding permit or certificated quantity. Payment shall be due by November 1<sup>st</sup> each year for the subsequent year's water use. ECOLOGY shall send a notice of payment due to the APPLICANT by September 15<sup>th</sup> of each year.

**VII. AGREEMENT ALTERATIONS, AMENDMENTS, AND ASSIGNMENTS:** This Agreement may be amended or assigned by mutual agreement of the parties. Such amendments or assignments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

Exceptions to mutual agreement amendments and assignments:

1. When a certificate issues for the permit in Appendix B, said certificate shall automatically replace the permit and become the basis for this Agreement in Appendix B.
2. This Agreement is assignable if accompanied by an equivalent assignment of the subject permit. A superseding permit issued in such event will become the basis for this Agreement in Appendix B.
3. In the event a superseding permit issues based on an approved change decision by ECOLOGY, said superseding permit will become the basis for this Agreement in Appendix B. However, in addition to other applicable criteria and transfer statutes, a change application shall only be approved for the permit or certificate if the new use, point of withdrawal, or other proposed change is capable of being mitigated through the Reclamation Contract.
4. In the event a certificate has issued and the entire property to which the certificate is appurtenant is transferred to another party, this Agreement is assignable if agreed to by the current and proposed certificate holders.

**VIII. TERMINATION:** The APPLICANT may terminate this Agreement upon thirty (30) calendar days' prior written notification to ECOLOGY. In that event, the subject permit shall be cancelled by ECOLOGY if still in



effect. If a certificate is in effect, such termination shall constitute the certificate holder's intent to abandon the certificate and ECOLOGY shall promptly revoke same.

ECOLOGY shall not terminate this Agreement unless:

1. The Reclamation Contract is renewed and ECOLOGY is subjected to different or additional conditions for the water releases not covered by this ECOLOGY-APPLICANT Water Service Contract; or
2. The Reclamation Contract is terminated and ECOLOGY has secured alternate mitigation for the permit or certificate.
3. The Reclamation Contract is terminated and ECOLOGY has not secured alternate mitigation for the permit or certificate<sup>1</sup>.
4. The APPLICANT fails to honor the terms of this Agreement, including payment.

Prior to terminating this Agreement as described in #1 and #2 above, ECOLOGY shall provide to the APPLICANT a new water service contract for review and execution at least ninety (90) calendar days prior to such termination. The goal of such notice is to provide informed and uninterrupted mitigation throughout the life of the permit or certificate. If ECOLOGY terminates this Agreement as described in #1 and #2 above, the APPLICANT may:

- A. Accept the terms of the new water service contract; or
- B. Abandon use of the permit or certificate and either:
  - a. Cease beneficial use associated with said right (e.g. no longer divert or withdraw water); or
  - b. Continue the beneficial use under another suitable water right.

ECOLOGY shall not terminate this Agreement as described in #4 above, unless it has taken the following steps:

- I. Ecology must provide notice to the APPLICANT of APPLICANT'S failure to comply with this Agreement and provide for 30 calendar days response by the APPLICANT. If the APPLICANT corrects such non-compliance within said 30 day period, Ecology shall not terminate the Agreement. Except however, that if such non-compliance is due to failure to promptly provide annual payment as required herein, a late penalty of 5% shall be assessed.
- II. If non-compliance persists beyond the 30 day notice period, Ecology may initiate termination of the Agreement by providing a ninety (90) calendar day Notice of Intent to Terminate. If the APPLICANT corrects such non-compliance within said 90-day period, Ecology shall not terminate the Agreement. Except however, that the APPLICANT shall be assessed a non-compliance penalty of 5%, said penalty being in addition to any penalty assessed in the 30-day notice period. If non-compliance persists beyond 90 days, Ecology may terminate the Agreement and either cancel the permit or revoke the certificate as appropriate. Such cancellation or revocation shall be made by Departmental Order. In the event of such cancellation or revocation, the applicant agrees to voluntarily abandon the permit or certificate.

In the event of termination by either party, all payments paid in advance for the coming calendar year shall remain with ECOLOGY without refund.

Ecology and the Applicant are each responsible for their own respective costs and attorney's fees in connection with this Agreement and any dispute related to the proper interpretation or implementation of this Agreement. No damages, direct or indirect, may be awarded to the Applicant due to failure of Ecology, or Ecology's officers, agents, or employees, to perform any obligation under this Agreement.

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<sup>1</sup> See the Reclamation Contract termination clause.