

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

RESOLUTION NO. 03-2010

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF NORTH
BEACH WATER DISTRICT, PACIFIC COUNTY, WASHINGTON,
AMENDING RULES AND REGULATIONS FOR CONNECTION
CHARGES.**

WHEREAS, the North Beach Water District (District) has established a water supply and distribution system and has approved rules and regulations governing service; and

WHEREAS, the District desires to establish a low-income connection agreement; and

WHEREAS, the District has approved rules, regulations and rates on July 21, 2008; and subsequently amended, therefore


BE IT RESOLVED by the Board of Commissioners of the North Beach Water District, Pacific County, Washington as follows:

Section 1. That the rules, regulations and rates adopted by Resolution 08-2008 be amended as follows:

The District hereby modifies low-income connection costs of its Rules and Regulations Section 1.01.240 and 1.01.350 in accordance with Attachment "A" of this Resolution.

Section 2. The District hereby approves the Connection Charge Installment Payment Agreement – Low Income Property Owner in accordance with Attachment "B" of this Resolution.

ADOPTED by the Board of Commissioners of North Beach Water District, Pacific County, Washington at its regular meeting held on 21th day of June 2010.



Gwen Brake, Commissioner



Brian Sheldon, Commissioner



R D Williams, Commissioner

Resolution 03-2010
Attachment "A"

1.01.240 Low-Income Connection Charge Installment Payments

Low-income property owners may apply for payment of connection charges in installments in accordance with the terms and conditions of this Section and any form installment payment agreement approved by the District. The District's participation in the installment payment program shall be capped at \$25,000 for all participants and contracts in total, commencing on effective date of the resolution that adopts this Section. The contract shall be for a maximum of \$3,000 per connection, and shall require a minimum of 20% of the total amount financed as a down payment. "Low-income" means "combined disposable income" as defined in RCW 84.36.383, of less than \$40,000.00. The installment payment program shall authorize the low-income property owner to pay the following charges and costs in installments: installation costs under Section 1.01.190(e); if applicable, connection charges under Section 1.01.230; if applicable, water main installation charges under Section 1.01.260 and Section 1.01.270; water system connection charges under Section 1.01.350; and any interest. The contract shall be for period not to exceed 5 (five) years, payable in equal monthly installments, with interest at a rate equal to the District's rate of interest on its investments in Washington State's Local Government Investment Pool (LGIP) at the time of execution of the contract. The contract shall be a covenant running with the land and shall be binding on successors. The contract shall provide that the unpaid balance of the charges, penalties, accrued interest and District collection and foreclosure costs shall be a lien upon the property, superior to all liens and encumbrances, except liens for general taxes and special assessments, and that the District shall enforce the lien by foreclosure in accordance with RCW 57.08.081. The contract shall be recorded in the office of the Pacific County Auditor at the expense of the property owner, and upon payment in full, the District shall record a release of the lien. The contract shall further provide that in the event of delinquency in payment of an installment payment, the Manager may disconnect temporarily the District's water service from and refuse to supply water to the property until the entire amount due and owing is paid in full. This remedy to be concurrent with and in addition to the District's right to foreclosure of the lien. This section, and the contract authorized in this section, shall not prevent the District, as part of a street improvement program, from replacing any existing mains with new mains of any size to prevent future street destruction for water main repairs, and such replacement may be made without cost to the abutting property owner or upon such apportionment of cost as the Board of Commissioners shall deem reasonable.

1.01.350 Water Meter Rates

E. Water System Connection Charges. For every lot or facility connected to the District's water system, the property owner shall pay a one-time water system connection charge as stated in Section 1.01.390 based upon meter size. Payment of the connection charge does not grant to the property owner an ownership interest in the District's water system. Payment of the connection charge authorizes connection only to the designated lot or facility and is not transferable to any other lot or facility.

**Resolution 03-2010
Attachment "B"**

AFTER RECORDING RETURN TO:

General Manager
North Beach Water District
25902 Vernon Ave., Suite C
P.O. Box 618
Ocean Park, WA 98640

**CONNECTION CHARGE INSTALLMENT PAYMENT AGREEMENT
LOW INCOME PROPERTY OWNER**

Grantor(s): _____

Grantee(s): North Beach Water District

Short Legal Description: _____
[Complete legal description on page 1 below]

Assessor's Property Tax
Parcel/Account Number(s): _____

THIS AGREEMENT is made this ____ day of _____, 20____, by and between North Beach Water District, a Washington municipal corporation ("District"), and _____ ("Owner").

RECITALS:

A. The District owns, operates and maintains a water system in an area that includes the following real property: _____ ("Real Property"). Owner desires to connect the "Real Property" to the District's system.

B. RCW 57.08.005 authorizes the District to charge reasonable connection charges to property owners connecting to the District's system so that the property owners bear their

equitable share of the cost of the system.

C. Section 1.01.230 of the District's charge and service resolution requires all property connecting to the District's system to pay a connection charge based on the property's proportionate share of the cost of construction of a standard main in the street abutting the property.

D. Section 1.01.240 of the District's charge and service resolution authorizes a low-income residential property owner, whose property abuts a street containing an adjacent standard main, to pay the connection charges in installments on a deferred payment plan. "Low-income" means "combined disposable income," as defined in RCW 84.36.383, of less than \$40,000.00 per year.

E. Owner desires to pay connection charges to the District on an installment basis pursuant to the terms and conditions of this Agreement, RCW 57.08.005 and Section 1.01.240.

F. The purpose of this Agreement is to set forth the terms of the District's consent to Owner's payment of the connection charges in installments, and the Owner's agreement to make such payments.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. Incorporation of Recitals. The Recitals set forth in Paragraphs A through F above are incorporated herein by this reference as if set forth in full.

2. Consent to Connection. Owner certifies that Owner, and all persons described in RCW 84.36.383, have a combined disposable income, as defined in RCW 84.36.383, of less than \$40,000 per year. The District consents to Owner's payment of District connection charges on an installment basis as further provided in this Agreement. The District grants to Owner permission to connect improvements located upon the Real Property to the District's system in accordance with all applicable District resolutions, policies and procedures.

3. Payment of Connection Charges and Interest.

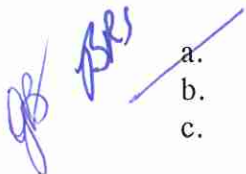
3.1 Owner shall pay the District total connection charges of _____
_____ (\$ _____) ("Connection Charges"), consisting of:

- | | | |
|----|---------------------------------|----------|
| a. | Installation Cost/Charge: | \$ _____ |
| b. | Water System Connection Charge: | \$ _____ |
| c. | Service line installation cost | |
| d. | Less 20% down payment | \$ _____ |

Total Connection Charges \$ _____

The Connection Charges shall be paid in _____ (____) monthly installments, together with interest at the rate of _____ percent (____%), computed annually on the unpaid balance. The first installment payment shall be due on or before _____, 20____.

3.2 Owner shall pay the following additional fees (all fees must be paid in cash and cannot be financed):

 a. Service Line Installation Fee: \$ _____
b. Service Application Fee: \$ 25.00
c. Agreement Recording Fee: \$ _____

3.3 Owner shall have the right to prepay all or any portion of the Connection Charges without penalty.

3.4 The entire unpaid principal balance, together with interest accrued to the next succeeding payment date, shall become immediately due and payable upon any sale, conveyance, or other transfer of the Real Property by Owner. If the amount is not paid when due, it shall be deemed delinquent and shall accrue interest from the date of closing at the maximum rate authorized by RCW 57.08.081. The District shall certify the delinquency and foreclose the lien as provided in Section 5.1.

4. Lien on Real Property. The unpaid Connection Charges, plus any penalties, accrued interest and collection and foreclosure costs as provided for in this Agreement, shall be a lien upon the Real Property, superior to all liens and encumbrances, except liens for general taxes and special assessments.

5. Delinquent Payment.

5.1 If Owner fails to pay any installment payment within sixty (60) days after it is due, then such installment shall be delinquent. The delinquent installment payment, plus a penalty of ten percent (10%) on the installment payment, and the entire unpaid balance of the Connection Charges, together with accrued interest (collectively, the "Delinquent Amount"), shall become immediately due and payable. The District may certify the Delinquent Amount to the Pacific County Auditor. The Delinquent Amount shall accrue interest from the date of such certification at the maximum rate authorized by RCW 57.08.081. The District shall enforce the lien by foreclosure in accordance with RCW 57.08.081.

5.2 If action is taken by the District to collect the Delinquent Amount, or to foreclose the lien, Owner agrees to pay all costs of collection, including but not limited to title search and report costs and attorneys' fees, together with interest on these amounts at the rate of eight percent (8%) per annum, accruing thirty (30) days from the date the collection costs are incurred by the District, until paid in full. Owner agrees that the District may continue a foreclosure lawsuit until Owner has paid the collection costs.

5.3 After an installment payment has become delinquent, the District may, without notice to Owner, disconnect temporarily the water service for the Real Property from the District's system. The disconnection shall remain in effect until all of the Delinquent Amount, interest and costs of collection as set forth in Sections 5.1 and 5.2 are paid in full. This right of disconnection is concurrent with and in addition to the District's lien and foreclosure rights of Sections 5.1 and 5.2.

6. Application of Payments. Any and all payments made by Owner to the District shall be applied to various District accounts in the following order: unpaid accrued interest on Connection Charges; penalties on delinquent Connection Charges; certification and foreclosure expenses and/or attorneys' fees; unpaid principal of Connection Charges; and monthly service charges.

7. No Waiver. The failure of the District to exercise any right or take any action pursuant to this Agreement shall not constitute a waiver of any right or action in the event of any subsequent default or delinquency by Owner.

8. Binding Effect. The terms and conditions of this Agreement shall constitute a covenant running with the land, and shall be binding upon the District and Owner, Owner's successors, heirs and assigns, and any party subsequently acquiring any right, title, or interest in the Real Property.

9. Owner's Warranties and Representatives. Owner warrants that Owner is the record fee owner of the Real Property and agrees to pay, in addition to the Connection Charges, such monthly or other periodic service charges as may, from time to time, be fixed by the District.

10. Recording. This Agreement shall be recorded by the District with the Pacific County Auditor following its execution by the parties. Owner agrees to pay the costs of recording this Agreement.

11. Release of Lien. Upon full payment of all amounts due and owing under this Agreement, the District shall file a release of lien with the Pacific County Auditor and shall mail a copy of the release to the Owner at the Owner's last known address.

NORTH BEACH WATER DISTRICT

OWNER:

By: _____

Owner Signature

Its: _____

Print Name

Owner Acknowledgement (Individual)

STATE OF WASHINGTON)
) ss
COUNTY OF PACIFIC)

I certify that I know or have satisfactory evidence that _____ is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: _____

NAME: _____
(Print Name)

Notary Public in and for the State of Washington
Commission Expires: _____

Owner Acknowledgement (Entity)

STATE OF WASHINGTON)
) ss
COUNTY OF PACIFIC)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the _____ of _____ to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: _____

NAME: _____
(Print Name)

Notary Public in and for the State of Washington
Commission Expires: _____

District Acknowledgement

STATE OF WASHINGTON)
) ss
COUNTY OF PACIFIC)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the _____ of North Beach Water District to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: _____

NAME: _____

(Print Name)

Notary Public in and for the State of Washington

Commission Expires: _____